



AGREEMENT BETWEEN
THE SHIAWASSEE REGIONAL
EDUCATION SERVICE DISTRICT
BOARD OF EDUCATION

AND

THE SHIAWASSEE INTERMEDIATE
EDUCATION ASSOCIATION

AUGUST 31, 2011 - AUGUST 30, 2012

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	Recognition	2
II	Rights of the Board	3
III	Association Rights and Responsibilities	4
IV	Professional Dues or Fees and Payroll Deductions	6
V	Caseloads, Assignments and Working Hours	7
VI	Working Conditions	10
VII	Professional Qualifications	10
VIII	Vacancies and Transfers	10
IX	Illness, Disability or Death Leave	11
X	Professional, Personal and Association Leave	13
XI	Maternity Leave	15
XII	Unpaid Leaves of Absence	15
XIII	Employee Evaluation and Progress	16
XIV	Professional Behavior	17
XV	Professional Compensation	17
XVI	Reduction in Personnel	18
XVII	Continuity of Operation	20
XVIII	Grievance Procedure	20
XIX	Insurance Protection	22
XX	Automobile Travel Costs	25
XXI	Sick Bank	25
XXII	Miscellaneous Provisions	25
XXIII	Duration of Agreement	26

APPENDICES

Salary Schedules

A-1	2011-2012	27
A-2	Clarification of Credit/Longevity	28

Calendars

B-1	2011-2012	29
B-2	Perpetual School Calendar	30
C	Grievance Report Form	31
D	Dental Benefit Structure	33
E-1	Mentoring	34
E-2	Community Services	35

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BOARD OF EDUCATION
AND
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2011-2012

This Agreement is by and between the Board of Education of the Shiawassee Regional Education Service District in the County of Shiawassee, Michigan, hereinafter called the "Board", and the Shiawassee Intermediate Education Association, hereinafter called the "Association".

The Board and the Association recognize: That their joint objective is to provide a quality education and educational service to the students of the Shiawassee County Regional Education Service District, and that the quality of education provided depends upon the dedication, preparation, effectiveness, efficiency, and morale of the Staff and the Administration in maintaining a desirable educational atmosphere.

Being engaged in a mutual endeavor in the public interest and trust, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

In the above spirit and pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, hours, and other terms and conditions of employment of all individuals included in the Bargaining Unit as below defined, insofar as such matters are not precluded by applicable Michigan Laws, such Laws superseding anything which may be contained herein.

It is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Shiawassee Intermediate Education Association as the exclusive bargaining representative for State certificated and/or approved professional personnel whether under contract, on leave, or on a per diem hourly basis excluding short and long term substitutes be employed or to be employed by the Board including, but not limited to:

- Specialized Teachers
- Specialized Tutors
- School Social Workers
- School Psychologists
- Teachers of Speech and Language Impaired
- Teachers of Homebound and Hospitalized
- Teacher Consultants
- Reading Specialists
- Teachers of Trainable Mentally Impaired
- Occupational Therapists
- Physical Therapists

Such representation shall cover personnel assigned to newly created professional positions, excluding administration and supervisory personnel as listed below, and any other person engaged fifty (50) percent or more of his time in direct administration and supervision of personnel:

Superintendent of the Intermediate District
Assistant Superintendent for Special Education
Department Supervisors

Representation shall not include clerical, secretarial, bookkeeping, and non-instructional staff.

- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and reference to male employees shall include female employees.
- C. The term "Board" shall include its officers, members, or delegated agents.
- D. The Board agrees not to recognize or negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- E. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws.
- F. Temporary, limited duration, grant-funded, and/or consortium-funded positions that the Shiawassee Regional Education Service District develops may be placed in the Bargaining Unit with all rights and privileges under job classifications in Section A., or the Board may post the position outside the bargaining unit with the concurrence of the Executive Board of the Association.

ARTICLE II

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 relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations 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 the Agreement. The following are not to be interpreted as abridging or conflicting with any provision in 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 activities of its employees during employee working hours;
 - 2. hire all employees and, subject to the provisions of law, and the Agreement to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;

3. determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein;
 4. adopt reasonable rules and regulations;
 5. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 6. determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 7. determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code and the Tenure Law are preserved.
- D. The listing of Specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or 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 III

Association Rights and Responsibilities

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that the employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other Laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment.

- B. The Association, on its own and its individual members' behalf, and the employee retain and reserve all powers, rights, authority, duties and responsibilities conferred and vested by the Laws and Constitution of the State of Michigan, and the United States.
- C. The Board agrees that the Association may use appropriate meeting room facilities and utilities in accordance with the building use policy in effect on the date of this agreement as established by the Board with the approval of the Administration for the purpose of holding meetings of the Association or conducting Association business. In the absence of a maintenance person, the Association is responsible for preventing the building from being used by unauthorized personnel during that time that the building is left locked, and in the original condition except for normal use.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on Intermediate Office property at all reasonable times, provided that this shall not interfere with or interrupt normal office operations or an Individual's work responsibilities.
- E. The Association shall not, except when permission is granted, have the right to use office facilities and equipment, including typewriters, mimeographing machines, other duplicating machines, calculating machines and audio visual equipment. When permission is denied, a reason shall be given. The Association shall pay for the cost of materials and supplies incident to such use.
- F. A bulletin board shall be provided for the exclusive use of the Association in an area where employees normally congregate. The Association may use the employees' mailboxes.
- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district ordinarily available to the public and names and addresses of all employees, as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Association President shall be provided a copy of each agenda at the time of distribution to the Board. Should the Association choose to consult with the Board on any agenda item, the Association President shall so advise the Superintendent.
- I. Consistent with the Code of Ethics of the Education Profession, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board except as such reflect unfavorably upon his work, effectiveness or the Regional Education Service District.

- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- K. All information obtained by a staff member in line with the normal and routine duties for which he is employed becomes a part of the record to be shared with the employer. However, all communications which can reasonably be interpreted to be other than normal and routine for the staff member obtained by the employee in the course of his professional duties and deemed by said employee to be of a confidential nature need not, except with the consent of said employee, be disclosed to anyone including, but not limited to, any school administrator, parent, or guardian, unless said disclosure has been determined to be required by law. In addition, the refusal to reveal such off-the-record information shall not be considered cause for discipline or dismissal nor any reference to such a refusal become part of any personnel record.

ARTICLE IV

Professional Dues or Fees and Payroll Deductions

- A. 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:
 - 1. membership dues of the Association
 - 2. 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.
 - 3. In lieu of a service fee, conscientious objectors shall be allowed to donate full membership fees to the SIEA Benevolent Fund to benefit SRES students, employees and programs. This fund will be administered by the SIEA.
 - 4. All current non-members at the time of this agreement shall not be subject to this provision and shall be grandfathered to previous contract agreement conditions.
- B. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay, after receipt of the amounts by the business office, and continuing through the last pay period in May of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than the twenty (20) days following each deduction.
- C. In exchange for the Board's cooperation with the Association and its counsel, and the Association's right to compromise and settle any dispute involving an involuntary deduction under this Article, the Association will indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.
- D. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, group automobile insurance, United Fund, group life insurance, any of which are presently being deducted.
- E. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal and State Law.

ARTICLE V

Caseloads, Assignments and Working Hours

- A. Professional personnel are expected to carry out the responsibilities and assignments of the position for which they are employed rather than be limited by a specified number of "work hours" per day.

Each employee is to maintain working hours which will best facilitate his professional functioning in his judgment and in the judgment of his immediate supervisor. Appropriate time will be allowed for intra- and inter-department coordination.

- B. 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 his immediate supervisor. If an assigned school is closed for reasons other than the above, the employee will report for work at the Regional Education Service District Office for the regular workday. The Shiawassee RESD Offices are usually open for business even though classroom programs and transportation are canceled due to weather. On the rare occasion when the offices are closed, no announcement is made on the air and a phone fan-out is used to notify staff.
- C. The RESD Office is open to the public from 8:00 a.m. to 4:30 p.m. Monday through Friday. Appropriate office staff shall, except in cases of emergency, be kept informed of each employee's location during the office day. Each employee must report any contemplated absence to the appropriate office staff.
- D. When possible, the employer agrees that the classroom teacher is responsible for determining how his/her planning time is to be utilized in order to meet his/her professional needs; interruptions to this time will be avoided or minimized whenever possible.
- E. Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board.
- F. Each employee shall be assigned duties and responsibilities consistent with caseload recommendations and other program requirements defined within the rules and regulations promulgated by the Michigan Department of Education and the US Department of Health, Education, and Welfare.
- G. No person shall be assigned, except in emergency situations, outside the professional discipline for which he was employed, without his consent.
- H. All employees shall be given written notice of their work assignment for the current school year by the last day of orientation week.

- I. When a change in assignment is made, the employees affected will be informed of the reasons in writing for (making) the change.
- J. Commensurate time will be granted when a staff member is required to attend or participate in a work activity outside and in addition to normal working hours. Commensurate time may be granted when a staff member chooses to participate in a work activity outside and in addition to normal working hours. Commensurate time will be granted through the employee's immediate supervisor as follows:
1. Commensurate time will be given on request for organized group or individual activities which take place after 4:00 p.m. on work days, in the evenings, and Saturdays or Sundays with supervisors prior approval beginning with the 2011/12 school year.
 2. Verbal immediate supervisor approval should be obtained if possible prior to the activity. Prior approval will be expected in obvious situations such as a scheduled parent-teacher conference in the evening vs. an extended IEPC meeting. For special projects, the parameters of the activity and allotted commensurate time will be established and made known to the participants in advance by the project administrator.
 3. A commensurate time form must be submitted for an immediate supervisor's verification within ten work days following an approved or approvable activity.
 4. The use of approved commensurate time may extend beyond the contract year in which the commensurate time was earned and approved, however, must be used within a twenty-four (24) month period of time. Employees are expected to review the amount of accumulated commensurate time with their immediate supervisor by May 3 of each year.
 5. The use of approved commensurate time on consecutive days may be granted by the employee's immediate supervisor. Any reason or reasons for denying such use shall be stated in writing to the employee.
 6. For the purposes of calculating commensurate time, six and one half (6 ½) hours of earned commensurate time will be considered equal to a full working day of commensurate time taken.
- K. All classroom teachers employed by the Board shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes. The lunch period shall be on site except with the approval of the building supervisor.
- L. All classroom teachers employed by the Board shall receive two and one-half (2 1/2) days planning time during the first week of school.
- Two additional half (1/2) days shall be granted within the school year.

The aide(s) assigned to the teacher shall be made available to the teacher during this planning time.

Six (6) additional half (1/2) days shall be granted as mutually determined by the teaching staff and the immediate supervisor. With the exception of the first half day orientation session, all half days granted under this section will be used at the teacher's discretion for planning, IEP, TLP meetings, mappings and for meeting with support staff.

Should the respective school be closed as a result of student illness, weather, mechanical failure, or in-service, the half-day of planning shall be scheduled during the following week of school.

- M. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, shall be released from regular duties without loss of salary.
- N. If the agreed upon school year is required to be extended or there is a modification in the agreed upon school calendar because of Section 101 (3) of the School Aid Act, the following are alternatives for consideration. It is acknowledged that any alternatives will be at the discretion of the Superintendent. Itinerant Staff will make up snow days as determined by the number of days needed to be made up by the local districts to which they are assigned.
- Staff who report to only one district or serve only SRES D classroom programs follow the school closing of the district they serve. They also follow make-up days for that district. Staff is not required to work more than their contracted number of days including make-up days.
 - Staff who report to two districts (SRES D classroom programs and office are considered a district for these purposes) follow the school closing of the district to which they are reporting that morning. They also follow make-up days for that district whose closing schedule they followed. Staff is not required to work more than their contracted number of days including make-up days.
 - Staff who report to multiple districts in the same day work as long as one local district is open. If all are closed, they do not work. After two days missed, they will make up days according to local district schedules that best serve the needs of their students. Staff is not required to work more than their contracted number of days including make-up days.

ARTICLE VI
Working Conditions

- A. Recognizing the importance of adequate space, facilities and other environmental conditions which are conducive to educational achievement, the Board will cooperate with the local school district in a joint effort to provide such teaching conditions for the itinerant staff. In the event that an employee reports hazardous or otherwise unfavorable working conditions to a representative of this Board, such representative 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. The Board agrees to make available telephone service, typing and duplicating facilities, and clerical personnel to aid employees in the preparation of instructional materials, case reports and correspondence, all of which must be job related.

ARTICLE VII
Professional Qualifications

Professional employees shall meet and maintain the legal and professional standards required by the Intermediate School District Act 190 of the Public Acts of 1972 as amended and such other enabling legislation as is applicable to the operation of the Shiawassee Regional Education Service District.

ARTICLE VIII
Vacancies and Transfers

- A. 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. Copies shall be filed with the Administration and the Association President.

The request for transfer shall set forth the reasons; the school, grade level or position sought; and the applicant's academic qualifications.

Written notification of the disposition of the transfer request shall be provided within a reasonable period of time.
- B. The Board supports a policy of filling vacancies with the best applicant available which will strengthen the total staff, and thereby improve the quality of services to be provided.
- C. When filling a vacancy the Board agrees to give first consideration to the application(s) of existing professional staff members; however, other qualified applicants may be considered. Due weight will be given to the professional qualifications, experience, and to other relevant factors.

- D. Whenever a vacancy in any professional position shall occur and is indicated by official notification, or whenever a new position is created by official action, the Board shall give written notice to the Association within seven (7) calendar days and shall post such vacancy simultaneously on the official bulletin board in the Shiawassee RESD central office. Such notice shall be posted to cover two (2) consecutive working Fridays, except during the months of July or August, during which time such vacancies shall be held open for seven (7) calendar days.

Any newly created or unusual position(s) shall be posted with accompanying job description(s).

- E. Any employee who shall be transferred to an administrative or executive position, and who shall later return to his former status at the first vacancy available, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Illness, Disability or Death Leave

- A. Paid-for leave shall be provided in order to protect an employee's income during periods of illness and death in the immediate family.

1. Death in the immediate family.* Leave shall be granted to an employee when a death occurs in the immediate family. Up to five (5) work days may be granted. Such granted work days shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.
2. Death of a Relative.* Leave shall be granted to an employee when the death of a relative occurs in the employee's immediate family. Up to three (3) work days may be granted. Such granted work days shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.
3. Death of a Close Friend. Sufficient time to attend, not to exceed one (1) work day shall be granted for the death of a "close friend". Such granted work day shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.

*Definition of Terms

- a. Immediate family shall include father, mother, husband, wife, child, sister, brother, grandparents, or any of the preceding named individuals on an in-law basis.
 - b. Relative shall include aunt, uncle, first cousin, niece, or nephew; related through blood or by marriage.
- B. At the beginning of each school year each employee shall be credited with thirteen (13) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of one-hundred and twenty (120) days. Employees who are employed for greater or lesser than full-time periods shall accumulate sick leave on a prorated basis. False statements given as a reason for absence shall result in disciplinary action being taken.

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.

Following the last scheduled teacher workday of each school year any personal days shall be

added to employees accumulated sick leave days. Prior to June 30th an employee who has not used his/her allotted leave days will receive twenty dollars (\$20.00) per day for each unused leave day in excess of one hundred six (106) days to a maximum of one hundred twenty (120) days.

Employees will be credited and paid for only those days between one hundred six (106) to one hundred twenty (120) days. For those employees receiving payment, any addition of days equal to one hundred twenty (120) days will be made beginning with the new school year.

The Board will provide terminal leave payment, for those employees with at least 15 years of employment with the RESD, of \$20 for one half of unused sick days up to a maximum of 60 days or \$1200.

Accumulated sick leave shall terminate upon severance of employment unless said employee has been laid off. Should the individual be re-employed, his/her previous accumulated sick leave shall be reinstated.

An employee who has been laid off shall, on leaving the District, receive twenty dollars (\$20.00) per day for ninety percent (90%) of his/her accumulated sick leave at the time the lay-off becomes effective. Should said employee return to the employ of this 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. The employee may, at his/her discretion, buy back any of those days for which he/she was reimbursed at the time of lay-off at the same rate which he/she was paid.

Said payment will be retroactive to persons laid off on, or after, June 1, 1982.

C. At each pay period, the Board shall furnish each employee with an accounting of his total sick leave credit.

D. EXTENDED MEDICAL LEAVE OF ABSENCE

An employee who is unable to work because of personal illness, or disability and who contemplates that such illness or disability may exceed thirty 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.

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.

E. Any employee who is injured while performing his authorized duties shall be covered by the Workmen's Compensation Act in accordance with provisions of State Law. Any employee who is absent because of injury or disease compensable under Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law, and his regular salary for a maximum of sixty work days with no subtraction of sick leave. Thereafter, sick leave shall be subtracted on a fractional basis so as to equal full daily salary until all accumulated sick leave shall be exhausted. Thereafter, benefits shall be limited to those provided by the Michigan Workmen's Compensation Law.

F. Any person considering entering the employment of the Shiawassee Regional Education Service District may be requested to have a physical examination acceptable to the Superintendent.

Each employee must maintain the necessary good physical and mental health to adequately provide his respective service. Written evidence of such good physical and mental health may be requested by the Board from physicians or psychiatrists of the Board's choosing but cost of any such examination to prove good health will be paid by the Board.

ARTICLE X

Professional, Personal and Association Leave

A. Conference Attendance:

1. Request (when possible) should be submitted thirty (30) days prior to the scheduled event.
2. Attendance at a professional meeting must be approved by the administration. Entitlement to professional meeting attendance as set forth in this section is limited to employees of at least half-time status. Employees who work half-time, but less than full-time, shall receive reimbursement for attendance of state and national conferences in relation to time worked. The calculation of reimbursement shall be based on the average reimbursement of a state or national conference cost the preceding year and the percent of full-time employment (5 days or 40 hours). Administration may use its own discretion on an individual basis, in granting conference attendance to part-time employees.
3. Each person will be allowed to attend a minimum of one (1) state conference in this professional area per year. Reimbursement will include travel at the regularly approved mileage rate for approved vehicles, and reasonable cost of meals. Lodging, parking fees, and conference registration will be reimbursed upon presentation of receipts.
4. Eligibility to attend national, out-of-state conferences in one's professional area will be determined as follows:
 - a. Eligibility: The applicant must have completed a minimum of three (3) years of employment with this Intermediate District to be eligible for said conference attendance. A minimum of thirty-six (36) months must elapse before the applicant is eligible for a subsequent national conference. If said conference includes a pre-conference, attendance at the said pre-conference would be subject to approval on a request by request basis and recommendation rests with the applicant's supervisor subject to final approval at the Administration and Board levels.
 - b. Travel Cost: Travel costs to and from the approved conference site shall not exceed a maximum of two hundred and fifty dollars (\$250.00) per individual. Mileage reimbursement for the use of private vehicles, under this section, will be based on the IRS rate per mile traveled in route and at the conference site.

In the event two or more individuals elect to travel together in an approved vehicle, the amount of money each person will be reimbursed is limited to the maximum allowable individual cost of two hundred and fifty dollars (\$250.00) or the amount of money equivalent to the actual miles traveled enroute and at the site based on the IRS rate per mile, whichever is less including costs for food and lodging where applicable.
 - c. Conference site cost: The reasonable cost of meals, lodging, parking and conference registration will be reimbursed upon presentation of receipts. Said reimbursements will be made on the next regular pay period with reimbursement on the payroll check. No taxes/deductions shall be taken out of the conference reimbursements and will be reported separately on the employee's payroll itemized deductions schedule.
 - d. The number of days to be used for conference attendance will be determined by the administration on an individual basis.

5. If an employee is required by the administration to participate in a national conference for the purpose of carrying on office business, this attendance shall not be considered an out-of-state conference as discussed above.
6. The Board, Administration, and the Association mutually acknowledge the desirability of professional growth through affiliation with professional organizations. Employees are encouraged to seek and assume positions of leadership within their profession. It is recognized that such positions may require released time in addition to that stipulated within this Agreement. In such cases the Administration and the employee will mutually determine the amount of additional time based upon the demands of the office involved and the employee's responsibility to the Shiawassee RESD.

A request for such leave should be submitted thirty (30) days prior to a scheduled absence and must be approved by the Administration.

Such leave shall be considered a fully paid and reimbursable leave. However, the Shiawassee RESD shall not be required to reimburse or fund an employee when such funding or reimbursement is available from another source.

- B. In the event of personal conditions or circumstances which may require teacher absenteeism for reasons other than those mentioned elsewhere in this Agreement, three (3) personal business leave days will be granted as follows:
1. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods.

Personal days shall be used for such activities as house closings, attorney visits, and school enrollment. The preceding list is illustrative of the types of activities constituting appropriate use of personal days.
 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, except in cases of emergency.
 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. Deviations to the above-noted restrictions may be granted at the discretion of the Superintendent.
 5. Employees who will use three (3) consecutive personal leave days will notify the supervisor two (2) weeks in advance.
 6. All unused personal business days shall be added to the accumulated sick leave days at the end of each school year.
- C. A teacher who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary he would otherwise have earned by working on that day and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he would otherwise have been scheduled to work.
- D. At the beginning of every school year, the Association shall be credited with six (6) days to be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to reimburse the Board at the per diem rate of the

member taking such day and to notify the Board no less than forty-eight (48) hours in advance of taking such leave. No more than three days per year shall be taken by the President. No other member shall take more than two days.

ARTICLE XI

Maternity Leave

- A. The employee may use all or any part of their leave days for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery and/or adoption.
- B. 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 benefit 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.

For unpaid leaves of absences and insurance coverage, refer to Article XII.

- C. In the event of death of the object child of leave, the leave of absence may be terminated upon request of the employee.

ARTICLE XII

Unpaid Leaves of Absence

- A. After a minimum of five (5) years of service with the Shiawassee RESD leave of absence of up to two (2) years may be granted to any employee, upon application, for the purpose of participating in exchange programs in other school districts, states, territories or countries; foreign or military education programs; the Peace Corps, Teacher Corps or Job Corps as a full time participant in such programs; provided said employee states, in writing, his intention to return to the Shiawassee RESD System. Should a request for leave be denied, an explanation shall be provided.
- B. A leave of absence of up to two (2) years may be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Should a request for leave be denied, an explanation shall be provided.
- C. A military leave of absence shall be granted to any employee who shall be inducted or recalled to duty or shall enlist for military duty during periods of national emergency in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he would have been had he been employed in the district during such period.
- D. A leave of absence not to exceed four (4) years may be granted to any employee upon application for the purpose of serving in a public office.

- E. 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 leave.

- F. Any employee may request an unpaid leave of absence to a maximum of two (2) years by written application to the Board.

Approval of the request will be at the sole discretion of the Board. A voluntary unpaid leave and reinstatement to the position shall be consistent with the remainder of this Article.

- G. Employees who have been granted an unpaid leave, as described in this Article, shall be eligible for an extended period of health and hospitalization insurance coverage commencing on the effective date of the leave and terminating not later than August 31 of the current contract year. The extension shall be limited to a period of three months (63 work days) and granted on the basis of one month (21 work days) extension for every three months (63 work days) of continuous employment up to the maximum extension period of three months (63 work days).

Any employee may purchase term life insurance, dental, vision, and LTD insurance for the remainder of the school year (August 31) or in accordance with the policy of the insurance carrier.

ARTICLE XIII

Employee Evaluation and Progress

In the event that an employee is evaluated, the following procedures will be implemented.

- A. After an evaluation, if an employee is found lacking, the reasons shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- B. If an employee is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.
- C. An employee will have the right to review the contents of his personnel file originating after original employment and to have a representative of the Association accompany him in such review.
- D. No material originating after original employment will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material, in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XIV

Professional Behavior

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by an employee reflect adversely upon the professional staff and create undesirable conditions. The Board, in recognition of the concept of progressive correction, shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline which will be recorded shall be promptly reported to the offending employee. The Association will use its best efforts to correct breaches of professional behavior by any employee.
- B. Employees are required to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. Employees may use as further criteria of professional behavior the current code of ethics of the education profession (as adopted by the NEA Representative Assembly.)
- C. An employee shall at all times be entitled to have present a representative of the Association when he is being warned, reprimanded or disciplined, a copy of which is to be placed in the employee's personnel file, for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present.
- D. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank, or compensation, including adverse evaluation of employee performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the employee and the Association.
- E. Employees are expected to dress during working hours in a manner which reflects their professional status and work assignment.

ARTICLE XV

Professional Compensation

- A. The salaries of employees covered by this Agreement are set forth in Appendix A.

The Board will compensate bargaining unit employees at a rate not less than the BA, Step 1 hourly rate (as calculated by annual salary divided by 1472 hours) of the current contract year for work beyond the normal contract year. An exception to this would be the currently assigned SMI and SXI program staff who would be grandpersoned at their per diem rate so long as their program is mandated for 230 days. Employee participation in work beyond the normal contract year will be voluntary. Experimental, innovative, or any other program operated beyond the contract year is not subject to the terms of this contract and salary will be determined by the Board. Any such voluntary program will be first offered to the Shiawassee RESD Staff.
- B. An employee's salary shall be determined by his placement on the schedule as determined by his level of training and years of service. All employees shall be given credit on the salary schedule set forth in Appendix A for full years of experience as agreed to at the time of employment.

Salaries will be paid bi-weekly beginning not later than the second Friday after the beginning of the school year, and shall be in twenty-six (26) equal installments, unless prior to the end of the first week of employment in the school year and written request is made for twenty-one (21) equal payments.

- C. Employees, unless specifically stated otherwise in the individual's contract, shall be employed for one hundred eighty five (185) days per year as per Appendix B-1, B-2, B-3.
- D. Any employee who has elected to receive his salary over twenty-six (26) pays may request that the last five (5) payments be made in a lump sum.

Such a request shall be made in writing to the business office by April 15 of the year for which the change is being requested. The employee shall indicate at the time of request the amount of withholding tax to be deducted from the lump sum payment. Said payment will be part of the twenty-first (21st) check. In the event that the District is in a position of financial hardship, the Board may, in consultation with the representatives of the Association, limit access to this option to no more than five people. This limitation does not include persons leaving the employ of the District.

- E. Employees participating in an optional Professional Development day shall receive a stipend of \$115 per full day or \$57.50 per ½ day.

Employees participating in mandatory Professional Development Days beyond the 185 shall receive per diem pay (1/185 of current salary rate per full day or 1/370 per half day.

A full day is considered to be 4 or more hours. One-half day is less than 4 hours.

ARTICLE XVI

Reduction in Personnel

- A. In the event it becomes necessary to reduce the number of employees, the Board shall determine which services are to be curtailed or eliminated, taking into consideration the need for services requested by constituent schools and other referral agencies, and the financial resources available.

The Board shall specify within services designated to be curtailed the number of positions to be eliminated. Personnel whose services will, of necessity, be terminated shall be determined within each service area by:

1. First releasing those employees temporarily certificated or approved under the Michigan Department of Education standards for reimbursable programs.
2. If reduction is still necessary, then employees within the specific position being reduced will be released in accordance with the following factors:
 - a. Seniority
 - (1) The employee's first day or work (starting date) shall be utilized for determining seniority.
 - (2) If an employee resigns and returns, the seniority will include total years of service to the Shiawassee RESD.
 - (3) Leaves for illness or disability and/or extended medical leave, including maternity leave, will be continuous in determining years of service. Child care leave and all unpaid leaves do not add years of service.

- b. Qualifications shall include: endorsements, approvals, registrations, licensure, educational level and/or experience when seniority is equal.
 - c. If employees are tied on both seniority and qualifications for a single position, those employees involved may mutually agree, with prior approval of the Board or its designee, to share the position equally. Should either employee choose not to share the position or should the Board or its designee choose not to grant approval for them to share the position, the tie shall be broken by choosing a high or low number taken from the last four digits of the employees' social security numbers. A coin will be tossed by the Association President; heads will signify the high number, tails the low number.
- B. Notice of discontinuance of service shall be given to the employee sixty (60) days in advance. Prior to such notice, the following procedures will be followed:
 - 1. The Association will be notified of impending layoffs at least fourteen (14) calendar days prior to the action of the Board to issue notice of discontinuance of service to employees.
 - 2. All information related to the financial condition of the District shall be made available to the Association for review.
 - 3. The Association will meet with and present to the Administration for its consideration (an) alternate plan(s) for meeting the financial needs of the District. This presentation will take place prior to the Board meeting at which notices of discontinuance are acted upon.
- C. Should the cause of the layoff be altered within one year and positions are then added, laid-off employees shall be offered the re-established positions in reverse order of their layoff.
- D. Any employee who has been laid off and has exhausted his/her accrued benefits may purchase through the Board the following:
 - 1. Hospital-Medical protection as described in this agreement.
 - 2. Life Insurance as specified in Article XIX, Paragraphs A and/or B.
 - 3. Vision Care: As specified in Article XIX, Section J
 - 4. Any other insurance program provided by the Board, as allowed by the carrier.

The protection may be continued by the employee for twelve 12 months or in accordance with the carrier's policy.

ARTICLE XVII

Continuity of Operation

The Association and the Board recognize that the cessation or interruption of professional services by employees is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teacher profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the employees agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, by any employee or group of employees) and pledge themselves to the purpose of insuring continuation of the educational program.

ARTICLE XVIII

Grievance Procedure

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that an employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his immediate supervisor either personally or accompanied by his Association Representatives.
- C. If, as a result of the informal discussion with the immediate supervisor, a complaint still exists, the employee may invoke the formal grievance procedure through the Association within fifteen (15) working days after the occurrence, or discovery of the event, on which the grievance is based on the form set forth in annexed Appendix C, signed by the grievant and/or a representative of the Association. Forms shall be available from the Association Representatives. A copy of the completed grievance form shall be delivered to the immediate supervisor and the superintendent or his designee.
- D. Within five (5) working days of the receipt of the grievance, the immediate supervisor shall meet with the Association Representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Administration and the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or ten (10) working days from the date of filing, whichever shall be later) the grievance shall be transmitted in writing to the superintendent. Within ten (10) working days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association. If the disposition is mutually satisfactory, the grievance shall so indicate and be signed.

- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted within fourteen (14) calendar days to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within thirty (30) calendar days, whichever shall be earlier, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the aggrieved and the Association.
- G. If the grievance is not settled at the level described in Section F above, the grievance may be submitted within fifteen (15) school days of the Board's decision to arbitration.
1. Within ten (10) school days after the date of the appeal to arbitration the Board President or his designee and the grievant or his representative shall meet together and attempt to determine a mutually agreeable individual from the community to serve as arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) day period herein provided, either party may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
 2. The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator.
 3. The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of the provisions of this Agreement. The arbitrator shall construe this agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be limited by the terms of this Agreement.
 4. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
 5. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

6. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance and arbitration procedure, but shall be presented, heard, and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex Sess.), as amended (Tenure of Teachers Act).
 7. The arbitrator shall have no authority to rule on an issue involving probationary employee evaluation, the non-renewal of an employee, or to rule on an issue involving the law. A new employee will serve a probationary period of two (2) years.
- H. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation the same or its equivalent in money shall be paid to him.
- I. 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 shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

ARTICLE XIX

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 **Saver Rx** 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. **The Choices II shall change to \$200/\$400 In Network Deductible, \$400/\$800 Out of Network Deductible with \$10 Office Visit Co-pay and Saver Rx card. Members shall no longer be reimbursed for Rx costs.**

- d. In **2011/12** school year, the Board will provide MESSA Choices II in accordance with the provision found in Section a & c.
- e. Part-time employees shall receive single subscriber coverage. Part-time employees shall be defined as employees who have signed a contract of employment providing for at least two and one-half days of work per week (20 hours) but less than five days of work per week.

- C. In the event that the rates for the hospital-medical coverage are increased and the Board desires to seek one of the alternative carriers in order to contain cost, 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 Shiawassee RESD, adopted in 2006.

The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure.

Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided shall commence on the first compensable working day of employees and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is employed by the Board. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.

- 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 full 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. A tax deferred annuity program shall be made available through payroll deduction.
- F. 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 up to \$500,000 liability upon presentation of the paid insurance premium statement.

- G. 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
- H. The Board shall make payment of insurance premiums for all persons employed for the full preceding school year who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing with the first date upon which coverage begins.
- I. The Board will provide a dental insurance program at the level of benefits as shown in Appendix D.
- 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. Employees identified as part-time under Section B-1-b of this article shall receive the following insurance protection:
1. Single subscriber hospital-medical protection as provided under Section B or an amount toward options as described in Section L.
 2. Family subscriber Dental insurance as provided under Section I.
 3. Life insurance protection as provided under Section A and Section B.
 4. Vision insurance as provided under Section J.
 5. Long Term Disability protection as provided under Section D.
- L. Should an employee elect to take no hospital/medical insurance coverage, the Board shall provide one thousand six hundred and twenty dollars (\$1,620) per year for full-time employees, eight hundred ten dollars (\$810) per year for part-time employees 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.

All employees shall have the option of designating the above cash payment toward a tax deferred annuity program as provided in subsection E or designating such amounts toward no more than three MESSA Variable Options and/or MEAFS (Michigan Education Association Financial Services) annuities or programs. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

ARTICLE XX

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 XXI

Sick Bank

A sick bank shall be established by the Association for use of the members of the bargaining unit.

One (1) day shall be contributed by each bargaining unit member at the beginning of each school year, or on the date of hire, whichever is later. The days shall be cumulative.

The sick bank will be governed by the Association, and rules for the use and governance of the sick bank shall be established by the Association.

The Board may appoint an observer to the sick bank committee.

ARTICLE XXII

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an employee in the bargaining unit heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. School Improvement is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality instruction and support services.

It is agreed that in the event school improvement plans or proposals conflict with provisions of this agreement, both parties shall negotiate a resolution through an amending letter of agreement.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of the Agreement titled "Professional Agreement between the Shiawassee Regional Education Service District and the Shiawassee Intermediate Education Association, MEA-NEA, "shall be printed at the expense of the Board within thirty (30) days after the Agreement is ratified by both parties and presented to all employees now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.
- G. At the termination of employment, the employee can request and will receive any transcripts he has personally supplied for his personnel file and used by the Board.

- H. It is agreed that an ongoing mechanism will be created involving representatives of the Board and the Association to provide an ongoing dialogue relative to issues that impact on productivity, efficiency, cost effectiveness and cost savings that might better serve our staff, our organization and the districts we serve.

ARTICLE XXIII

Duration of Agreement

This agreement shall be effective August 31, 2011 and shall continue in effect until the 30th day of August, 2012.

Shiawassee Intermediate
Education Association

Board of Education
Shiawassee Regional
Education Service District

By _____
Joanne Carlson

By _____
John E. Hagel

By _____
Melanie Kahler

By _____

By _____

Dated _____

Dated: _____

APPENDIX A-1
Salary Schedule
Salary Schedule
2011-2012

<u>STEPS</u>	<u>BA</u>	<u>BA+</u>	<u>MA</u>	<u>MA+15</u>	<u>MA +30/ Ed.Spec.</u>
1	39,525	40,817	42,108	42,613	43,116
2	41,857	43,354	44,842	45,350	45,850
3	44,196	45,887	47,585	48,083	48,587
4	46,530	48,424	50,315	50,821	51,331
5	48,861	50,960	53,052	53,560	54,058
6	51,197	53,492	55,788	56,291	56,796
7	53,531	56,028	58,531	59,030	59,534
8	55,869	58,567	61,267	61,769	62,275
9	58,201	61,100	63,996	64,504	65,008
10	60,536	63,695	66,732	67,237	67,740
11	64,452	67,987	71,518	72,022	72,522

The salary schedule for 2011-2012 shall be adjusted by applying to each step of the salary schedule no increase.

APPENDIX A-2

1. To qualify for Bachelor Degree + an employee must present evidence of having completed a minimum of 18 graduate credit hours following the attainment of a Bachelor Degree.
3.
 - A. To qualify for a Master Degree, one must show proof of a 30 graduate credit Master's degree.
 - B. To qualify for a Master + 15, one must show proof of a 30 graduate credit hour Master's degree + 15, or a 45 graduate credit Master's degree or higher.
 - C. To qualify for a MA + 30/ED SPEC., one must show proof of a 60 graduate credit hour or greater Master's degree or ED. Specialist degree.
3. A written statement from the professional employee advising that certain credits have been earned to qualify for a higher level on the salary schedule must be submitted to the administration before September 1. An official college transcript of credits must be submitted before October 1, or the salary increase paid will be deducted from the next check. To qualify for a level increase, credits must be earned, or advance degree attained, prior to September 1 of the contract year.
4. All credits beyond a degree must be appropriate to the area of service to advance the level of salary, (to be determined by the administration).
5. Pursuant to Public Act 244 of 1974, the Board shall pay, on behalf of each teacher, the five percent (5%) employees' contribution to the Michigan Public School Employees' Retirement System. Such contributions shall be effective September 1, 1974.
6. Anyone hired before the 2002-2003 school year will not be adversely affected by this change in Salary Schedule.

NOTE: Persons possessing a Ph.D., or Ed.D. shall be compensated at four hundred dollars (\$400) above the appropriate step of the MA+30/Ed. Spec. scale.

LONGEVITY SCHEDULE

Employees shall receive longevity compensation in accordance with the following schedule:

Based on the number of years credited as employment by Shiawassee Regional Education Service District at the beginning of the following years:

<u>Year</u>	<u>2009-2010 Additional Compensation</u>	<u>2010-2011 Additional Compensation</u>
15, 16 or 17 years	\$1,025.	\$1,025.
18, 19 or 20 years	\$1,325.	\$1,325.
21 or more years	\$1,625.	\$1,625.

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>
TOTAL NUMBER OF DAYS		184

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.

The Board and Association agree that staff will report for staff development days August 30-31, 2010 for the 2010/11 calendar.

In the event the State law changes to require 180 days of instruction this agreed upon calendar shall revert back to 180/185 days with no additional remuneration.

APPENDIX B - 2

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 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.

APPENDIX C (Continued)

C. Position of grievant and/or Association: _____

Signature Date

STEP III

A. Date received by Board of Education or Designee: _____

B. Disposition by Board: _____

Signature Date

C. Position of grievant and/or Association: _____

Signature Date

STEP IV

A. Date submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature of Arbitrator Date of Decision

NOTE: All provisions of Article XVI of the Agreement dated September 1, 1973.

WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX D
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;">Diagnostic</p> <ul style="list-style-type: none"> • Oral Examination • Prophylaxes • Topical Fluoride • Emergency Palliative • 2 Cleanings per year 	<p style="text-align: center;"><u>Basic Services</u></p> <ul style="list-style-type: none"> • Radiographs • Restoratives • Crowns Jackets • Oral Surgery • Endodontic Services • Periodontal Services 	<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> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 5px auto; text-align: center; line-height: 20px;">√</div> <p>no adult orthodontics</p>
<p>\$2,000 Class I, II, and III Annual Maximum Per Person</p>			<p>\$2,000 Class IV Lifetime maximum per person</p>

APPENDIX E-1

LETTER OF AGREEMENT

New teaching and related services staff will be provided with and required to participate in a mentoring program as part of their induction into the Shiawassee RESD. The program will call for a mentor to be assigned to new inexperienced teaching staff for a period of three (3) years. Likewise, experienced new teaching staff and new related services staff will be assigned a mentor for, at least, one (1) year. SRESD employee's who are selected and assigned to serve as mentors will be compensated.

The procedures for implementation of the mentoring program, including: selection, assignment, duration, and compensation are to be consistent with Attachment C, entitled Implementation of New Employee Mentoring of the New Employee Induction Procedures and PA335.

Board of Education
Shiawassee RESD

By:

Shiawassee Intermediate
Education Association

By:

John E. Hagel, Superintendent

Cristine Wegener, Co-President

Joanne Carlson, Co-President

Date

Date

APPENDIX E-2
LETTER OF AGREEMENT
BETWEEN THE
SHIAWASSEE REGIONAL EDUCATION SERVICE DISTRICT
AND THE
SHIAWASSEE INTERMEDIATE EDUCATION ASSOCIATION

The Shiawassee Intermediate Education Association Executive Board concurs with the placement of:

The Youth Services Worker outside the bargaining unit as per Article I, subsection F of the Master Agreement, from the current date until October 1, 2004.

It is understood that the:

- Youth Services Worker will not perform any bargaining unit work
- It is understood that this action is contingent upon the fact that the Shiawassee RESD will not be receiving sufficient funding to place the Youth Services Worker on the current contractual pay scale and that the Shiawassee RESD will not be receiving more funding than salary, benefits and administration require.

Board of Education
Shiawassee RESD
By:

Shiawassee Intermediate
Education Association
By:

John E. Hagel, Superintendent

Cristine Wegener, Co-President

Joanne Carlson, Co-President

Date

Date