

MASTER CONTRACT

between

*BRANCH INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION*

and the

MICHIGAN EDUCATION ASSOCIATION

July 1, 2010 - June 30, 2014

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ARTICLE 1 AGREEMENT

This Agreement entered into this 4th day of April 20, 2011, by and between the Michigan Education Association, hereinafter called the "Union" and the Branch Intermediate School District Board of Education, hereinafter called the "Employer". The signatories shall be the sole parties to this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2 PURPOSE

2.1 AGREEMENT

This Agreement is negotiated in accordance with the requirements of the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended.

2.2 PAST PRACTICES

The Employer and the Union agree that all language contained within this Agreement has been adopted by mutual negotiations and mutual agreement. It is extremely important therefore for the Employer and the Union to mutually confirm that only those mutually negotiated and ratified provisions will be found within the pages of this Agreement. All prior practices and benefits shall hereby be terminated, unless contained within specific provisions of this Agreement.

"It is recognized and agreed by the Union that the Employer has the right to establish policies and procedures that do not conflict with the terms and conditions expressly provided for within the language of this Agreement."

ARTICLE 3 RECOGNITION

3.1 BARGAINING UNIT DEFINED

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Great Start School Readiness and Head Start teachers, teacher assistants (aide/paraprofessionals), center aides, nutrition assistants, family advocates, bus monitors, custodial/maintenance, housekeepers, secretarial/clerical, bus drivers, food service, health coordinator/school nurse, but excluding substitutes, supervisors, confidential secretary, parent involvement specialist, child records and technology specialist, director, education and professional development specialist, disability coordinator, center coordinators and all others.

3.2 EMPLOYEES

Unless otherwise indicated, the use of the term "employee" or "bargaining unit member" shall refer to all members of the above defined bargaining unit.

ARTICLE 4 EXTENT OF AGREEMENT

4.1 SEVERABILITY

This Agreement shall constitute a binding obligation of both the Employer and the Union for the duration hereof and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties, in written and signed amendment to this Agreement.

4.2 INDIVIDUAL AGREEMENTS

Any individual contract between the Employer and an individual bargaining unit member shall be subject to, and consistent with, the terms and conditions of this Agreement.

ARTICLE 5 UNION DUES AND PAYROLL DEDUCTIONS

5.1 SERVICE FEES

Each bargaining unit member shall, as a condition of employment:

- A. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
- B. Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, on a monthly basis.

- C. The Association will provide at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees (dues) the amount of said professional fees (dues) to be deducted by the Board.
- D. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members and the District of the service fee for that given school year. Said service fee shall include only those amounts permitted by this Agreement and by law.
- E. In the event that the Association fails to provide the information as called for in this Article, the Board shall have the right, upon one week's notice to the Association local President, to discontinue all involuntary dues deductions or representation service fees contained in this Article until such time as the Association has fully complied with the provisions of this Article.

5.2 OBJECTIONS POLICY

Pursuant to Chicago Teachers Union v Hudson 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

5.3 DUES DEDUCTIONS

Any bargaining unit member may sign and deliver to the Employer an assignment authorizing payroll deduction of Union dues. Pursuant to such authorization, and provided that such authorization has been presented to the Employer in a timely manner; the Employer shall deduct such amount from the regular paycheck of the bargaining unit member. Dues so deducted shall be forwarded to the authorized Union representative on a monthly basis.

5.4 PAYROLL DEDUCTIONS

Upon receipt of timely and appropriate written authorization from the bargaining unit member, the Employer shall deduct from the regular wages of any such

bargaining unit member and make appropriate remittance of specified amounts for Employer approved programs and annuities.

- 5.5** The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Article. Further, the Association agrees to indemnify and save the Board of Education of the Branch Intermediate School District, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims, for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Board to its agents for purposes of complying with the union security provision of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of the Article are either unenforceable or void.

ARTICLE 6 UNION RIGHTS

6.1 INFORMATION

The Employer agrees to furnish to the Union and the Union agrees to furnish to the Employer, in response to reasonable written requests, all information that would normally be required under the Freedom of Information Act (FOIA) and the Public Employment Relations Act (PERA) in accordance with the rules and regulations of these Acts. This information shall be provided to the Union on the same basis as any other person or organization.

6.2 USE OF FACILITIES

The Union shall have the privilege, during other than working hours, to request the use of the Employer's facilities for official Union meetings, under the same terms and conditions as any other person or organization. Such use shall not interfere with, or interrupt, the normal or efficient operation of the school district and shall not be scheduled during employees' work time, nor shall such use violate the Michigan Campaign Finance Act MCL 169.201 et seq.

6.3 BULLETIN BOARDS

The Union shall have the privilege, subject to reasonable rules and regulations, as determined by the Employer, to post official Union notices on bulletin boards, provided by the Employer, in employee work areas; however, such use shall not violate the Michigan Campaign Finance Act, MCL 169.201 et seq.

6.4 OFFICIAL UNION BUSINESS UNPAID LEAVE

The Employer may grant bargaining unit members release time to conduct official Union business, which affects Branch ISD bargaining unit members only. The Head Start Director or designee may grant bargaining unit members an unpaid leave of absence to conduct official Michigan Education Association business provided such absence has been requested in advance, in writing, by an authorized Union representative. A maximum of one (1) employee from each classification may be released for such union business except in the case of an emergency where such release time may have to be re-evaluated. Exceptions to this rule may be granted by the employee's immediate supervisor.

6.5 COMPETING ORGANIZATIONS

The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

6.6 EMPLOYER EQUIPMENT

The Union shall have the privilege, during other than working hours, to request the use of the Employer's equipment under the same terms and conditions as any other person or organization.—Such use shall not interfere with, or interrupt, the normal or efficient operation of the school district and shall not be scheduled during employees' work time, nor shall not violate the Michigan Campaign Finance Act, MCL 169.201 et seq..

6.7 UNION MEETINGS

The Union shall have the privilege to schedule official Union meetings on the Employer's premises, in accordance with the provisions of Section 6.2.

ARTICLE 7 EMPLOYER RIGHTS

7.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in, and be exercised exclusively by, the Employer, without prior negotiations with the Union, 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:

- A. Manage and control the school's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer;
 - B. Assign and direct the work of all employees, determine the number of shifts, hours of work, starting and ending times, and the scheduling of all the foregoing, and the right to establish, change, or modify any work, hours or days of operation;
 - C. Hire, transfer, promote, demote, discipline, including the right to reprimand, suspend and/or discharge the employees, determine the size of the work force and to reduce and/or layoff employees;
 - D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein;
 - E. Adopt rules and regulations;
 - F. Determine the qualifications of employees;
 - G. Determine the number and location of its facilities, including the establishment or location of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of schools, buildings, departments, divisions, or subdivisions thereof;
 - H. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of equipment, materials and supplies;
 - I. Determine the policies, procedures, rules and regulations of every aspect of the operation of the school district;
 - J. Determine the size and scope of the Employer organization, its authority, functions and duties; and
 - K. Determine the policies and procedures affecting the selection, testing, training, and retention of employees, including their medical examination.
- 7.2** The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices of furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific language of this Agreement. Such limitation shall be restricted to those specific provisions which are in full compliance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Employer of its powers, rights, authority, duties and responsibilities under the Michigan General School Laws, or any other national, state, county, district or local laws or regulations.

ARTICLE 8
MEMBER RIGHTS & PROTECTION

- 8.1** The Employer and the Union recognize and agree that the terms and conditions of this Agreement are subordinate to the laws of Michigan and/or the laws of the United States of America. The Employer, the Union, and all bargaining unit members recognize and agree that they are covered by the laws of Michigan and/or the laws of the United States of America. Alleged violations of the law by the Employer and/or the Union shall not be matters for review through the Grievance Procedure. The conviction of a listed offense, defined in section 2 of the Sex Offenders Registration Act 1994 PA 295, MCL 28.722, by a bargaining unit member shall result in termination of all seniority, benefits and employment with the Branch Intermediate School District. In addition, a bargaining unit member's conviction of any of the following may result in termination of all seniority, benefits and employment from the Branch Intermediate School District:

Any felony

Any weapons-related violation

Criminal sexual conduct or attempt to commit sexual conduct in any degree

Child abuse or attempt to commit child abuse in any degree

Cruelty, torture, or indecent exposure involving a child

Delivery of narcotic to a minor or student or within 1,000 feet of school property

Any drug related misdemeanor

Selling or furnishing alcoholic liquor to a person less than 21 years of age

Breaking and entering

Knowingly allowing a minor to consume or possess alcohol or a controlled substance

Accosting, enticing, or soliciting a child for an immoral purpose

Any type of larceny

Assault; assault and battery

Assault; infliction of serious injury

- 8.2** The Employer shall have the exclusive right to impose discipline on employees from verbal warnings, up to and including discharge. The Employer subscribes to the concept of progressive discipline and shall strive to assess discipline appropriate to the behavior which precipitates the discipline.

The discipline and/or dismissal of a probationary employee shall not be subject to the provisions of the Grievance Procedure.

- 8.3** In the event the Employer anticipates assessing disciplinary action on an employee, it shall first advise the employee and that he/she is entitled to union representation.

- 8.4** The Employer shall provide the affected employee with a copy of any written disciplinary action. Copies of all written disciplinary action shall be included in the employee's personnel file.

- 8.5** An employee shall be entitled to present within ten (10) days of the discipline, the Employer with a written rebuttal of any written disciplinary action, which shall also be included in the employee's personnel file.
- 8.6** An employee shall have the right to have present Association representation in disciplinary meetings. The employee will be notified if discipline is likely to occur at a meeting, and the employee shall be responsible to contact the Association representative if so desired.
- 8.7** It is agreed and understood that, under normal circumstances the following guidelines for progressive system of discipline shall be followed in disciplining persons (excluding probationary Bargaining Unit Members) covered by this Master Agreement. The severity or relative frequency of offenses may cause these steps to be skipped or repeated.
1. Discussion of problem between Bargaining Unit Member and Supervisor.
 2. Verbal warning by Supervisor.
 3. Written reprimand by Supervisor which shall be placed into the Bargaining Unit Member's personnel file.
 4. Suspension with or without pay, not to exceed a maximum of thirty (30) working days.
 5. Dismissal.

Normally, two week's notification of termination of employment will be given by the employer. However, if a Bargaining Unit Member is alleged to be guilty of gross negligence or grossly unprofessional behavior, immediate suspension may occur, pending a discipline determination/investigation, which may result in immediate termination.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 DISPUTE RESOLUTION PROCESS

The Employer and the Union recognize the importance of lawful, orderly and peaceful labor relations for the benefit of the Employer, bargaining unit members, the Union, the public, the taxpayers, and the constituent school districts. The Employer and the Union further recognize the mutual benefits of expeditious resolution of disagreements, which, unfortunately, may arise from time to time.

9.2 DEFINITION

- A. A grievance shall be an alleged violation of the express terms of this contract.
- B. It is expressly 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 reemploy, any probationary Bargaining Unit Member.
 - 2. Any matter involving personnel evaluation content.
 - 3. If a grievance is based upon any claim, complaint, or matter for which the Bargaining Unit Member can seek redress via another forum established by law (or by regulation having the effect of law), the matter shall be processed in accordance with these grievance procedures, provided:
 - a. That if, at the time of filing the grievance, the Bargaining Unit Member or Union has sought or is seeking relief in such other forum, all further proceedings pertaining to the grievance shall be barred and the grievance shall be considered mutually terminated.
 - b. That if, at any time during the pendency or processing of the grievance, the Union or the Bargaining Unit Member initiates a claim in such other forum, further grievance proceedings shall be barred and the grievance shall be considered mutually terminated.
 - 4. If a grievance is not presented for disposition through the grievance procedure within ten (10) days of the date of the informal conference, it shall not be considered a grievance under the terms of this Agreement.
- C. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a Bargaining Unit Member or participating Union representative are to be at their assigned duty stations, unless release time is granted by the Director.
- D. Written grievances, as required herein, shall contain the following:
 - 1. It shall be signed by the grievant, or grievants, and the endorsement thereon of the approval, or disapproval, of the Union.
 - 2. It shall be specific and relate to 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 subsection of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- E. Any written grievance not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- F. If the particular grievance is a "class" grievance affecting Bargaining Unit Members in more than one building, the grievance shall be processed directly to Level II and shall be subject to the same time limitations and other requirements, as set forth for the initiation of grievances at Level I.
- G. A grievance shall originate at the level of the grievant's direct administration and shall be subject to the same time limitations and other requirements as set forth for the initiation of grievances at Level I.
- H. Time limits shall be observed, determined by date of stamped and/or initialed receipt. The term days as used in this Article shall be defined as any day the Central Administration Office is open, excluding Act of God days.

Every effort will be made by both parties to shorten time limits wherever possible. Should a bargaining Unit Member, or the Union, fail to appeal a decision within the time limits specified, all further proceedings shall be barred. The grievance or response shall be either hand-delivered or sent by certified mail to the last known address.

- I. If a grievant fails to initiate a grievance or an appeal to the next level within the time limits, all proceedings shall be terminated.
- J. All parties acknowledge that it is usually most desirable for the Bargaining Unit Member and his/her supervisor to resolve the problem through free and informal discussions.

9.3 LEVEL I

- A. **Informal Conference**
Within five (5) days of an alleged contract violation the bargaining unit member shall request a meeting with his/her immediate supervisor to discuss the issue informally. Within ten (10) days of the receipt of a request from a bargaining unit member for an informal conference, a meeting shall be held to discuss the alleged contract violation. The purpose of the

informal conference is to seek resolution to the alleged contractual violation to avoid the submission of a formal written grievance.

- B. If no resolution is obtained within ten (10) days of the informal conference, the Bargaining Unit Member(s) shall reduce the grievance to writing and deliver it to the immediate supervisor. If the Bargaining Unit Member does not receive an answer within five (5) days thereafter, or, if the written answer is unacceptable, the Bargaining Unit Member shall, within ten (10) days of the date the response was received, appeal the grievance to Level II. If the grievance is not appealed within ten (10) days it is considered withdrawn. However, deadlines may be extended by mutual agreement of the Union and Administration.

9.4 LEVEL II

A copy of the written grievance shall be filed with the Director. Within five (5) days of receipt of the grievance, the Director shall meet with the grievant and the designated Union representative to discuss the grievance. Within five (5) days of the discussion, the Director shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Union President, and Superintendent, and place a copy of same in a permanent file in his/her office. If no decision is rendered within five (5) days of the discussion, or if the decision is unsatisfactory to the grievant, the grievant shall, within five (5) days thereafter, appeal same to the Superintendent by filing the written grievance, along with the decision of the Director with the Superintendent, with a copy sent to the President of the Board of Education. The date on which the above copy is received by the Superintendent shall be determinative in establishing the effective filing date. If the grievance is not appealed within five (5) days it is considered withdrawn. However, deadlines may be extended by mutual agreement of the Union and Administration.

9.5 LEVEL III

A copy of the written grievance shall be filed with the Superintendent, as specified in Level II with the endorsement thereon of the approval, or disapproval, of the Union. Within ten (10) days of receipt of the grievance, the Superintendent shall convene a five (5) member committee, which shall be chaired by the Business Manager as a non-voting member. The Committee will be comprised of two (2) Union representatives (one designated by the Union and one designated by the Administration) and two (2) Branch ISD Administrators (one designated by the Union and one designated by the Administration). Committee membership shall exclude bargaining unit members who have direct involvement in the grievance, the Superintendent, the Head Start Director, and the immediate supervisor in Level I who heard the grievance. Within ten (10) days of their appointment, the committee shall arrange a meeting with the grievant, the designated Union representative, and the appropriate management representatives to discuss the grievance. Within ten (10) days of the meeting, the committee shall render its decision in writing, transmitting a copy of the same to the grievant, the Union

President, the Head Start Director, and the Superintendent, who shall place a copy of same in a permanent file in his/her office. If the committee is unable to reach a resolution, they may choose to have the grievance submitted to non-binding mediation, through a mediator provided by MERC. If the committee ties on a vote to submit the grievance to non-binding mediation, the Business Manager shall cast a vote to break the tie. The committee decision shall be the final and binding disposition of the grievance.

9.6 OTHER CONDITIONS

Any grievance submitted prior to the termination date of this agreement may be processed up to and including Level III. Any grievance during the period between the termination date of this agreement and the effective date of a new agreement may be processed up to and including Level II. Any grievance which arose prior to the effective date of this agreement shall not be processed.

ARTICLE 10 ACT OF GOD DAYS

- 10.1** When a school or other Employer facility is closed due to an Act of God or Employer directive, custodian/maintenance, secretarial/clerical, and teaching assistants assigned to extended day programs, if any, shall report to the worksite at the normal scheduled hours, unless specifically excused by the Head Start Director. All other employees will not be required to report for duty unless directed.
- 10.2** Custodial/maintenance, secretarial/clerical, and teaching assistants assigned to extended day programs, if any, who are required to report for duty on all Act of God days, will be paid at 1 ½ times his/her normal hourly rate for the time worked on the first two Act of God days. All other non-probationary employees who are specifically excused from reporting will receive regular pay for their normal scheduled hours of work for the first two days or equivalent.
- 10.3** For Act of God days beyond the first two (2) Act of God days of the school year, or equivalent, employees, other than custodial/maintenance, secretarial/clerical, and teaching assistants assigned to extended day programs, if any, need not report for duty unless requested and will not be paid if they do not report. The Head Start Director may allow employees to work on Act of God days, beyond the first two (2) Act of God days of the school year, if the employee provides acceptable justification to the Head Start Director or designee. Employees working on these days will be paid at their normal hourly rate.
- 10.4** Act of God days for the Branch Intermediate School District on non-child attendance days shall not be presumed to be Head Start Act of God days, unless specifically announced as such.

10.5 Time lost due to delays of the beginning of the school day is included in the definition of Act of God days. On days when there is a delay in starting school, Center-based and transportation staff shall report for the afternoon session, while all other staff, except custodial/maintenance, secretarial/clerical, and teaching assistants assigned to extended day programs, shall report at the conclusion of the delay as announced by the media. Custodial/maintenance, secretarial/clerical, teaching assistants assigned to extended day programs, shall report at his/her regular time when there is a delay, unless specifically excused by the Head Start Director.

10.6 Time lost due to early dismissals is included in the definition of Act of God days.

**ARTICLE 11
FULL-TIME/PART-TIME STATUS**

A full-time employee is one who is scheduled to work thirty (30) hours or more per calendar week over a period of sixty (60) consecutive work days or more. A full-time bus driver is defined as a bus driver with both a morning and afternoon route over a period of sixty (60) consecutive work days or more. Employees who do not meet the full-time definition shall be considered to be part-time.

ARTICLE 12
NEGOTIATIONS PROCEDURE

12.1 The parties 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 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically 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 they negotiated or signed this Agreement. No Agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Employer and the Union.

At least sixty (60) days prior to the expiration of the current Master Agreement, either Party shall initiate the bargaining of a successor Agreement by sending a letter of intent to schedule the first meeting. The first meeting shall be scheduled prior to the expiration of the Master Agreement.

12.2 Round Table Meetings

There may be scheduled or unscheduled informal meetings planned to study and discuss issues related to the administration of the contract. The Union and the Administration will each select their representatives to attend these meetings. The Round Table meetings(s) are not intended to bypass the grievance procedure and are used for a proactive approach to conflict resolution.

12.3 Employees may be released from their regular work assignments for the purpose of negotiating with designated representatives of the Employer, upon receiving advance written approval from their supervisor.

12.4 Negotiations between the Employer and the Union shall be conducted within the requirements of all Federal, State and local laws.

12.5 There shall be two (2) official signed copies of any final agreement between the Employer and the Union. One (1) copy shall be retained by the Employer and one (1) copy shall be retained by the Union.

12.6 The cost of publishing all copies of final agreement between the Employer and the Union shall be shared equally. The Employer and the Union shall determine mutually how such copies shall be published.

- 12.7** The Union shall be presented with all applicable policies and procedures as they are from time to time promulgated by the Employer.

**ARTICLE 13
WORK YEAR/WORK DAY**

- 13.1** The Employer will determine the workday and the length of the work year annually for both school year and year-around staff. Staff will be scheduled to work at least on all days when students are in attendance. Prior to the schedule being published, the Employer shall meet with representative(s) of the Association for the purpose of gathering input on the calendar from the Association.
- 13.2** A tentative schedule for the workday and work year will be provided in writing to school-year employees by July 22 of each year.
- 13.3** A tentative schedule for workday and work year will be provided in writing to year-around staff by June 8 of each year.
- 13.4** Due to program requirements, changes in the work schedule may occur from time to time. In the event of any change from the tentative schedule, the employer shall notify all affected employees.
- 13.5** The Administration will provide to the Union a draft of the yearly calendar of scheduled meetings for review and input before final Administrative adoption.
- 13.6** Changes in the work schedule may need to be made for emergencies or new information obtained that is beyond the control of the Head Start Director. Such schedule changes will be made in writing to the affected employee at least ten (10) working days prior to the change, except in the cases of emergencies, as determined by the Head Start Director.
- 13.7** Should additional short-term work be available, as determined by the Head Start Director, during the year, a posting that lists the job duties, length of the assignment, and rate of pay will be made in accordance with Article 16.
- 13.8** Full-time staff, with the exception of bus drivers, are entitled to a thirty (30) minute paid lunch break daily. The time of the lunch break will be determined by the supervisor, but will be scheduled as near to the middle of the shift as possible. During this time, staff are "on-call" and not to leave the work site, except with the permission of the supervisor, and the time is generally duty free except to meet occasional needs of children and parents, or for extenuating circumstances or emergencies.
- 13.9** Prior approval of the employee's supervisor is required before the employee works hours outside the regularly scheduled hours. The Head Start Director must also

give prior approval to working additional hours if the additional hours result in an employee working in excess of forty (40) hours within a calendar week.

13.10 Pre -Approved overtime (in excess of forty (40) hours within a calendar week) will be compensated in accordance with law.

13.11 When an employee needs to deviate from his/her regular schedule to complete job duties, a flexible schedule shall be put in writing and approved in advance by the supervisor. This schedule may include up to 40 hours in one week, providing that not more than the regular number of hours scheduled are worked during the pay period. Employees can use a flexible schedule for emergencies that cannot be scheduled outside the regular day. Only under extenuating circumstances, as determined and approved by the Head Start Director, will pay, rather than time off, be given for additional hours worked.

Flexible Schedule - In order to meet program requirements (i.e. home visits, etc.) some adjustment in an employee's regularly scheduled work hours may be necessary and accomplished by the use of a Flexible Schedule. An employee's work schedule may be adjusted by mutual agreement, in advance, between the employee and his/her supervisor.

13.12 The Employer shall provide without cost to the employee the following:

- A. First aid kits at each site, disposable gloves, and training in the handling of blood, blood products and other bodily products.
- B. TB tests, and Hepatitis B vaccines.
- C. First aid and CPR classes scheduled for those employees designated by the Employer in order to meet federal and state regulations, scheduled at the convenience of the Employer.

ARTICLE 14 CONDITIONS OF EMPLOYMENT

14.1 TRANSPORTATION

- A. The Employer shall hold a run selection meeting approximately two (2) weeks prior to the beginning of the school year. Drivers shall receive 48 hours prior notice of the meeting time and location.
- B. At the run selection meeting, all known runs, including known number of stops at that time, shall be posted.
- C. At the annual run selection meeting, drivers shall select runs on the basis of seniority. Runs may change during the year due to the addition or deletion

of enrolled children. By no later than May 1 of each year, drivers and monitors may provide the Head Start Director with written input regarding which monitor or driver they prefer to be assigned to work with, for the following school year. The preferred list will be taken into consideration when monitor assignments are made.

- D. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 16.
- E. Runs shall be timed prior to the beginning of the school year and at other times as determined by the Employer.
- F. Drivers/Monitors shall be paid for their actual run time.
- G. Drivers are responsible for performing the safety checklist, completing required forms and reports, fueling, cleaning the bus, and checking upon the conclusion of each run for students and/or student belongings. For the completion of these duties, full-time drivers shall be paid one (1) hour for each student contact day. Drivers driving only one (1) session per day shall be paid one-half ($\frac{1}{2}$) hour for each student contact day. Drivers will be paid for the time it takes to wash their bus, not to exceed one (1) hour, if directed by the transportation supervisor, and will be provided a protective garment to prevent soiling of personal clothing.
- H. Drivers and monitors shall be paid for the time when the driver and monitor are on duty and not driving/transporting students due to bus mechanical breakdowns, accidents, or other emergencies.
- I. Drivers, and monitors when needed as determined by the site supervisor, shall be notified, by site, of projected field trips, including date and projected length. Field trips shall be offered to drivers, and monitors when needed, on a rotating basis by seniority of the driver by site. In the event a site does not have and does not provide regular bussing, any field trips scheduled for that site shall be offered to bus drivers, and monitors when needed, based on classification seniority of the driver and offered in a rotating basis, beginning at the top of the seniority list. Drivers and monitors assigned to a field trip shall be paid from the time they leave the site until they return, provided they are performing duties related to the educational experience of the field trip during non-driving time, otherwise the drivers and monitors shall be paid for only actual driving time.
- J. Drivers/Monitors shall be paid their regular rate for one (1) "dry run" prior to the beginning of the school year in order to learn the run. The maximum number of hours that will be paid for the dry run, without prior approval by the Head Start Director for additional hours, will be established annually and provided to Drivers and Monitors in writing at the time of the bid meetings. After the dry run is completed, drivers with two (2) bus runs shall be paid for

eight (8) hours at their regular rate upon completion of their annual route book in a format to be provided by the employer. Drivers with one (1) bus run shall be paid for four (4) hours upon completion of their annual route book in a format to be provided by the employer.

- K. The Employer shall pay drivers/monitors at their regular hourly rate for required training sessions and required meetings outside their regular work day.
- L. Any additional summer runs which become available will be offered to drivers, and monitors as needed, on the basis of classification seniority of the driver.
- M. Driver and monitor physical examinations, as required by law, will be fully paid by the Employer if a driver/monitor goes to the Employer selected medical provider. If a driver/monitor chooses to have his/her physical examination done by a medical provider, other than the provider selected by the Employer, the Employer will pay for the examination up to a dollar limit, which shall be established annually.
- N. The Employer will pay for the renewal of employees' Commercial Drivers License (CDL), including continuing certification classes.
- O. When a regular driver is used as a substitute on another run, they will receive their regular driver's salary.
- P. In the event a field trip is canceled with less than twenty-four (24) hour notice, the affected driver and monitor, if needed, shall have first right to the next available trip at the same site.

14.2 FOOD SERVICE

If food service staff are required to attend in-service and training courses, they shall be compensated for their attendance at these courses at their normal rate and step for all hours in attendance.

14.3 TEACHER ASSISTANT

- A. If a teacher assistant, with the proper teacher credentials, is assigned to serve in the role of teacher due to the full day absence of the regular teacher, in excess of five (5) consecutive working days, he/she shall be compensated at the first step of the federal teachers' rate of pay beginning on the sixth (6th) consecutive day. When the absence of the regular teacher is known by the supervisor at least two (2) weeks in advance and it is known by the supervisor that the absence will extend for ten (10) consecutive working days or more, if a teacher assistant is assigned to

serve in the role of teacher, he/she shall be compensated at the first step of the federal teachers' rate of pay beginning on the first day of the absence.

After any combination of fifteen (15) consecutive or non-consecutive absences on child days of the teacher during a school year, the regularly assigned teacher assistant with proper teaching credentials, if assigned to serve in the role of teacher, will be compensated at the first step of the federal teachers' rate of pay for each child day they are assigned to serve in the role of teacher, beginning with the sixteenth (16th) day.

- B. Staff wishing to take undergraduate coursework to obtain or renew a Child Development Associate Certificate, or staff pursuing a federally required degree, must make requests in writing and demonstrate evidence of application for other federal educational financial aid. The employee will be notified if he/she is approved to enroll in classes at the approved institution with costs covered by the program. If the employee receives a grade lower than a "C", or does not obtain credit for a class, he/she may not be approved for future coursework paid by the program. Payment for education related expenses will be subject to the availability of funds and at the discretion of the Head Start Director. The staff must provide documentation, when received, of receipt or denial of federal aid. Failure to provide a copy of such documentation will result in the staff member being required to repay Branch ISD for any fees, tuition or book expenses that were originally paid by Branch ISD for that program year.
- C. By no later than May 1 of each year, teacher assistants may provide the Head Start Director with written input regarding their assignment for the following school year.
- D. After the last day of the program year when children are in attendance, teacher assistants may be provided an additional day of work for end of the year duties as determined by the Head Start Director.
- E. Teacher assistants will be given opportunity, as determined by the Head Start Director, to attend professional development training scheduled during non-child days.

14.4 SECRETARIES

Any bargaining unit member assigned responsibility for calling substitutes shall be reimbursed for all long distance telephone expenses associated with this responsibility, upon submission to his/her supervisor of acceptable documentation. If a supervisor requires a bargaining unit member to receive or make phone calls during unscheduled work time that affected bargaining unit member shall be provided, as determined by the bargaining unit members' supervisor, with either a flex schedule or compensation at his/her regular rate of pay for all hours worked outside of the normal business day.

14.5 TEACHERS

- A. Staff pursuing a federally required degree, must make requests in writing and demonstrate evidence of application for other federal educational financial aid. The employee will be notified if he/she is approved to enroll in classes at the approved institution with costs covered by the program. If the employee receives a grade lower than a "C", or does not obtain credit for a class, he/she may not be approved for future coursework paid by the program. Payment for education related expenses will be subject to the availability of funds and at the discretion of the Head Start Director. The staff must provide documentation, when received, of receipt or denial of federal aid. Failure to provide a copy of such documentation will result in the staff member being required to repay Branch ISD for any fees, tuition or book expenses that were originally paid by Branch ISD for that program year.
- B. By no later than May 1 of each year, teachers may provide the Head Start Director with written input regarding their assignment and which teacher assistant they prefer to be assigned to their classroom, including reasons for such preference, for the following school year.
- C. Planning time will be included in the yearly schedule.
- D. If a required conference falls on an employee's regular workday, the employee shall be paid for his/her regularly scheduled hours.
- E. After the last day of the program year when children are in attendance, teachers shall be provided with at least one-half ($\frac{1}{2}$) day in addition to the normal one (1) day for end-of-year duties. Teachers are not mandated to work this additional one-half ($\frac{1}{2}$) day.
- F. The parties recognize that current federal regulations require that fifty percent (50%) of the District's Head Start teachers must have completed a Bachelors Degree in early childhood education or a Bachelors Degree and coursework equivalent to a major relating to early childhood education with experience teaching preschool age children, by September 2013 as outlined in the Head Start Act of 2007.

By May 1, 2013, the District will prepare and distribute a list of all Head Start teachers, by seniority, with their degree that is documented in the teacher's personnel file. Head Start teachers will have until May 15, 2013 to provide any additional documentation regarding degree attainment so that the list may be changed, if needed, and re-distributed.

The Employer will determine the total number of Head Start teachers with a Bachelors Degree needed to meet the 50% requirement. Based on the seniority list, should the number of Head Start teachers with a Bachelors

Degree not reach the 50% requirement, the Employer will determine the number of additional Bachelors Degree teachers needed to meet the requirement, will communicate that number in writing to the Union, and will convene a meeting with the Union to start with the lowest seniority Head Start teacher and work upward in seniority, identifying the number of teachers without a Bachelors Degree necessary to comply with the requirement that will then be reduced in pay and position to that of a Teacher Assistant. If a Teacher Assistant position is not available, the Teacher(s) impacted may exercise their bumping rights into the Teacher Assistant classification, based on a written request submitted within ten (10) calendar days of the date of the meeting with the Union. If there is no position to claim or bump into, the teacher shall be subject to layoff.

ARTICLE 15 SENIORITY

15.1 Seniority shall be defined in two separate categories:

- A. District seniority: Shall be defined as the length of time a bargaining unit member has been an employee of the Branch Intermediate School District as a defined bargaining unit member.
- B. Classification seniority: Shall be defined as the length of continuous service in a regular position from the employee's most recent date of hire into a classification.

15.2 Classifications are recognized as follows for regular positions:

- A. Bus Driver
- B. Bus Monitor
- C. Center Aide
- D. Family Advocate
- E. Community Outreach and Volunteer Assistant
- F. Custodial/Maintenance
- G. Nutrition Assistant
- H. Food Service/Lunch Aide
- I. Health Assistant
- J. Health Coordinator/Registered Nurse
- K. LP Nurse
- L. Secretarial/Clerical
- M. Speech (Teacher)
- N. Teacher Assistant
- O. Teacher (Federal)
- P. Teacher (State)

- 15.3** Probationary employees shall be defined as those persons newly hired by the Employer who are assigned to a regular position. Such employees shall serve a probationary period of at least ninety (90) working days. Credit for previous Branch Intermediate School District employment may be applied to the probationary period with approval of the Coordinator of Early Education Services/Head Start Director. Fringe benefits, as defined in Article 26, shall be provided upon completion of thirty (30) working days, unless another period is mandated by law.
- 15.4** Extensions of probationary periods may be granted by the Employer under the following circumstances:
- A. When the new hire does not complete the probationary period within the one (1) year period from the employee's date of hire (anniversary date).
 - B. When the Employer and the Union mutually agree that an extension of the probationary period would be in the best interest of the Employer and the employee.
- 15.5** Accumulation of seniority shall begin on the first working day following the completion of the probationary period or any extensions thereof and shall date back to the employee's date of hire into the classification and district, subject to Sections 15.1 and 15.4. Seniority shall accrue for each day worked in a regular position within a specific classification.
- 15.6** Seniority shall not accumulate after a grace period of sixty (60) working days during the following:
- A. When the employee is on an unpaid leave of absence unless required by law (example: military leave for active duty).
 - B. When the employee is absent from work and is receiving any form of disability benefit.
- 15.7** A seniority list shall be developed by the Employer and provided to the Union at least once each year. Employees shall be listed in seniority order by classification. In the event that more than one (1) employee has the same seniority date, the position on the seniority list shall be determined by drawing lots.
- 15.8** Seniority shall be lost and all employment rights shall be terminated when any one of the following circumstances occur:
- A. The employee resigns.
 - B. The employee retires.
 - C. The employee is discharged.
 - D. The employee is absent from work for three (3) consecutive workdays without notifying the Employer.

- E. The employee fails to report for work within the specified time from a leave of absence or recall from layoff.

15.9 Substitutes shall not accumulate seniority.

15.10 A bargaining unit member who voluntarily accepts a position within the district that is not a defined bargaining unit position shall remain listed on both classification and district seniority lists for a period of one year.

The year shall be measured as three hundred sixty five (365) days from the day he/she leaves the bargaining unit. During this period of time no additional seniority shall accrue. If the affected bargaining unit member chooses to come back into the bargaining unit within the aforementioned year, he/she shall have the right to return to the classification he/she previously left. This process is defined in Article 17.

ARTICLE 16 VACANCIES, TEMPORARY ASSIGNMENTS, AND SUPPLEMENTAL WORK

16.1A Vacancy shall be defined as a newly created position, or a position to which no employee is currently assigned and which the Employer intends to fill permanently excepting those positions which may be filled by recalling from those who are on layoff.

16.1B Temporary assignment shall be defined as in Article 16.7 as the temporary reassignment of an employee to cover for an employee absent from work for an extended time or in a position that has been posted as a vacancy.

16.2 Vacancies shall be posted in a conspicuous location in each building for a period of five (5) working days, except for emergencies when the Union and the Employer may mutually agree to shorten the time. Vacancies occurring within sixty (60) calendar days from the end of the posting of a vacancy posted for a position of an identical classification, shall not require a new posting if the employer wishes to choose from among qualified candidates interviewed for the previous posting. In the event a vacancy is created during non-instructional days (summer break) the Employer will mail notice of vacancies/posting to the local Association president and post on the district web site and at the Administration Building.

Working Day shall be defined as the days the Head Start office is in operation.

16.3 Postings shall include:

- A. Classification
- B. Tentative hours of work assignment
- C. Current location of work assignment
- D. Pay Range
- E. Qualifications

- F. Proposed starting date
- G. Full time or part time

- 16.4** Applicants must apply, in writing, within the posting period, and must furnish the Employer with all of the information required by the posting.
- 16.5** Vacancies shall be filled with the most qualified applicant in the opinion of the Employer and the hiring shall not be subject to the Grievance Procedure. In filling vacancies, when the vacancy is for the regular position of bargaining unit coordinator, federal teacher or state teacher, all internal bargaining unit candidates meeting all of the qualifications for the position will be interviewed.
- 16.6** Unsuccessful applicants from within the bargaining unit shall be notified as to which applicant has been selected to fill the position.
- 16.7** If a current employee is offered and accepts a temporary assignment, the pay rate will be the substitute rate for the work unless the work is in the same classification. The only exception to this is when the temporary assignment is offered to a Teacher Assistant to cover the duties of the lunch aide, in which case the employee will be paid his/her regular wage rate.

When an employee is temporarily assigned to a position for a period of ninety (90) working days on the ninety-first (91) day the position will be posted as a permanent vacancy unless the leave is approved leave. The temporarily assigned employee may apply for and remain in the position until it is filled by the Employer in accordance with Sections 16.4 and 16.5.

In the event a temporary assignment becomes permanent and is a cross classification assignment, the time spent in the temporary assignment shall be counted towards classification seniority and shall be listed on the classification seniority list.

An employee who is temporarily assigned by the Employer shall be required to serve a trial period of thirty (30) working days to determine the employee's ability and fitness to perform the job.

In the event the Employer determines after the trial period the employee is not performing satisfactorily, the employee shall have the right to return to the former assignment he/she previously held without loss of seniority.

- 16.8** An employee who is selected by the Employer to fill a vacancy shall be required to serve a trial period of thirty (30) working days to determine the employee's ability and fitness to perform the job.
- 16.9** If the employee does not wish to continue in the new position during the trial period, he/she will be returned to his/her previous position. The specific date of return to the employee's previous position shall be determined by the Employer.

- 16.10** If the employee is unable to perform the new job satisfactorily, he/she shall be returned to his/her previous position by the Employer, without recourse to the Grievance Procedure.
- 16.11** Supplemental work is work in the same classification that is in addition to work identified on the individual calendars issued for that year, or work that has been posted and offered to an employee for a short period of time in addition to his/her work in another classification. If an employee is offered and accepts supplemental work additional to his/her regular assignment, the pay rate for the supplemental work will be the regular rate for the classification of the supplemental work, or the employee's current rate if the work is in the same classification.

ARTICLE 17 LAYOFF

- 17.1** Layoff shall be defined as the reduction in the workforce.
- 17.2** In the event of a layoff, the Employer shall provide the employee(s) with a written notice at least fifteen (15) calendar days in advance of the effective date of said layoff, except for emergencies beyond the control of the Head Start Director, when the Employer may shorten the notice time period.
- 17.3** Probationary employees shall be laid off first within the affected classification so long as the remaining employees retain the proper certification(s) and qualifications.
- 17.4** The Employer will exercise reasonable judgment in determining qualifications.
- 17.5** Seniority employees shall be laid off in seniority order, with the least senior employee being laid off first, within the affected classification, provided that the remaining employees are fully qualified to perform all of the job requirements of the remaining position(s) and meet all staff requirements.
- 17.6** Seniority employees who have been laid off from his/her classification shall have the right to bump into another classification using his/her district seniority as defined in Article 15.1 section A and Appendix 2 of the Master Agreement. Affected employees shall bump the least senior employee within the different classification, per the flow chart, provided he/she is qualified to perform the assignment. When the employee bumps into a lower paid classification he/she shall be placed on the 1st step of the salary schedule and shall begin to accrue classification seniority.
- 17.6B** Tied Seniority Date: If two bargaining unit members share the same classification seniority date including by reasons of loss/freeze of seniority as defined in Article

- 15.6 of the district shall allow the employee who holds the most district seniority as defined in Article 15.1A first right to bump
- 17.7** Employees may not "bump up" during a layoff improving their rate of pay, increasing hours, or increasing their total compensation.
- 17.8** Laid off employees, who are interested, may be placed on the substitute list, to be called at the discretion of the Employer for substitute work in positions for which they are qualified.
- 17.9** Laid off employees may continue their health insurance benefits by paying the monthly premium for such benefits, subject to the requirements of COBRA, the Employer and the insurance carrier.
- 17.10** Recall shall be defined as a request to return to work, by the Employer, for a position for which the employee is qualified and for which the employee has the necessary seniority.
- 17.11** Employees shall be recalled to work in reverse order of layoff provided they are qualified to perform all of the requirements of the position.
- 17.12** Written notice of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records.
- 17.13** The recall notice shall include the following information:
- A. Effective date and time of recall
 - B. Position
 - C. Hours
- 17.14** A recalled employee shall be given five (5) working days, from receipt of recall notice, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the employee reports. If an employee declines a recall to a lower classification, the employee shall retain all seniority and recall rights. If an employee accepts the recall, he/she is then reclassified into the position to which he/she was recalled. Failure to provide notice of intent to return to work or to accept recall to a position in an equal or higher classification shall immediately terminate all recall or employment rights.
- 17.15** An employee must report for work within ten (10) additional working days, unless other arrangements are approved by the Employer, or the recalled employee shall lose all employment rights. The reporting time may be extended by mutual agreement of the Union and the Employer.
- 17.16** In the event of layoff or recall, the affected employee shall be given a thirty (30) working day trial period to show his/her ability to perform on the new job. If the

employee is unable to satisfactorily perform all aspects of the new job, he/she will be laid off.

- 17.17** Employees who are laid off or recalled shall be entitled to only one (1) bump per layoff.
- 17.18** Employees shall retain recall rights for a minimum of one (1) year or the length of their seniority up to a maximum of three (3) years.
- 17.19** Employees on layoff shall not accumulate seniority.

ARTICLE 18 EMPLOYEE EVALUATIONS

- 18.1** Employees shall be evaluated in writing at least once each school year. During the probationary period, an evaluation of the employee's work shall be completed. If the employee has multiple supervisors throughout the current school year, all supervisors may have input into the employee's evaluation. Teacher evaluations shall include an assessment of student growth, and shall use multiple rating categories that take into account data on student growth as a significant factor using objective criteria.
- 18.2** Observations may be formal and/or informal. At least two (2) formal observations sixty (60) days apart and of at least thirty (30) minutes in duration will be made each year for teachers. Bus drivers shall have at least one formal observation as required by Head Start. Criteria for the observation will be provided, and the employee will be given prior notice of the formal observation. After a formal observation a follow-up meeting will be arranged to provide feedback to the staff member.
- 18.3** A conference with the employee shall follow each written evaluation within fifteen (15) working days. The employee shall sign the evaluation report to indicate that they have met with the evaluator. The employee will receive a copy of the written evaluation.

If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms with identification of ways in which the employee is to improve, a time frame for improvement, and the assistance to be given by the Employer towards improvement.

- 18.4** All written evaluations are to be placed in the employee's personnel file. If the employee disagrees with the evaluation, he/she may submit a written response within ten (10) working days that shall be attached to the file copy of the evaluation. In no case shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation.

18.5 The Parties recognize that revisions to the Revised School Code mandate that the District implement and maintain a method of compensation for its teachers that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. In recognition of this requirement, the Parties agree that each teacher shall receive the following compensation and additional compensation upon completion of the yearly evaluation.

Highly Effective: One Hundred Dollar (\$100.00) off-schedule payment.

Effective: Fifty Dollar (\$50) off-schedule payment.

Ineffective: No off-schedule payment. The Supervisor will develop a Performance Improvement Plan in consultation with the teacher. (See Appendix B)

ARTICLE 19 SCHOOL IMPROVEMENT

Employees shall be invited to participate, in school improvement teams on a voluntary basis, with release time within normal working hours, providing that the employee is able to satisfactorily complete all regular job duties within scheduled working hours, or without pay if outside normal working hours.

ARTICLE 20 JOB DESCRIPTIONS

There will be job descriptions for each employee classification, which shall include at a minimum:

1. Job title and description.
2. Minimum requirements.
3. Specific required tasks and responsibilities.

Employees will be invited to give input on job descriptions. Job descriptions will be available at on-line for employee review.

ARTICLE 21 PERSONAL BUSINESS DAYS

21.1 Personal Business Days apply only to regular full-time employees, who have completed their probationary period. Personal business days shall be prorated based upon the regularly scheduled work hours of the employee. Personal business days shall not be granted to probationary, part-time, substitute and/or temporary employees. Non-probationary part-time employees, although not granted personal business days, shall be allowed annually to use up to a maximum of one sick leave day, (prorated based on regularly scheduled hours), if

available, for personal business in accordance with the requirements of 21.2 A, B, C, D, F, and G.

21.2 Each eligible employee shall be credited with one (1) personal business day upon completion of his/her probationary period and one (1) personal business day each succeeding year thereafter, subject to the following conditions:

- A. Personal business days may only be used for legitimate personal business that cannot be conducted outside regular working hours.
- B. Personal business days may not be used on the first or last working day of the school year, on the day before or immediately after a holiday or vacation period, except for emergencies subject to the approval of the Head Start Director.
- C. Requests for the use of personal business days must be received, in writing, by the employee's supervisor at least three (3) working days in advance, except for documented emergencies where a shorter notice may be approved by the Head Start Director. Requests for personal business days must include the date, and time for the absence and, if received less than three (3) working days in advance, sufficient information to justify the delay.
- D. Requests to cancel an approved personal business day must be received no later than one (1) work day before the start of the employee's scheduled work time.
- E. At the end of the fiscal year all unused personal business days will roll over into each bargaining unit member's personal sick bank and convert into sick leave days.
- F. Approval of all personal business day requests is the responsibility of the Head Start Director.
- G. Falsification of requests for the use of personal business days shall be grounds for disciplinary action.

ARTICLE 22 SICK LEAVE

22.1 Sick Leave applies only to regular employees who have completed their probationary period. Sick leave shall be prorated based upon the regularly scheduled work hours of the employee. Sick leave days shall not be granted to probationary, substitute and/or temporary employees.

22.2 Each eligible full time teacher, following the completion of his/her probationary period, shall be credited with nine (9) sick leave days per year. This number of

days will be pro-rated if the teacher worked only a portion of the school year while not on probation. Should a teacher terminate employment from the district prior to the conclusion of his/her instructional calendar for that year, his/her final compensation will include a deduction for sick time that was credited and used based on time not worked in the instructional year. Other eligible full time employees, following the completion of his/her probationary period, shall be credited with one (1) sick leave day for each month in which the employee worked at least ten (10) days. Part-time employees, following the completion of his/her probationary period, shall be granted (prorated based upon regularly scheduled hours) five (5) sick leave days. Sick leave days are subject to the following:

- A. Full-time employees, other than teachers, shall be credited with the earned sick leave day on the first working day of each subsequent month. Part-time employees will be credited one-half (0.5) of the annual allocation of sick leave days at the beginning of the school year, and the balance shall be provided at the halfway point of the school year.
- B. Sick leave is primarily for the sickness of the employee; however, it is allowable for the illness of the employee's spouse, children/stepchildren who reside in the employee's home, and/or any person living with the employee who qualifies as an IRS dependent of the employee, or for the critical illness of the employee's mother, father, mother-in-law, father-in-law or child not residing in the home requiring the immediate and personal attention of the employee.
- C. Full-time employees may accumulate up to a maximum of sixty (60) sick leave days and part-time employees up to a maximum of ten (10) sick leave days. The days shall be equivalent in hours to the daily work assignment held by the employee.
- D. Employees shall be responsible to notify their immediate supervisor as soon as possible when absent for illness but never less than one (1) hour before the employee's scheduled work time begins. Upon return to work following an absence, each employee shall be required to complete and submit an absence report form to his/her immediate supervisor indicating the dates, times and reasons for absence.
- E. The Employer has the right to request medical verification of any absence.
- F. Falsification of requests for the use of sick leave days shall be grounds for disciplinary action.

22.3 Full-time teachers and teacher assistants may exchange accumulated sick days for pay, at their normal hourly rate if the written exchange request is submitted on or before the last working day before the Christmas break, spring break, and/or summer break. The number of sick days exchanged may not exceed the number of unpaid days, Monday through Friday, in the Christmas and spring break periods.

No more than five sick days may be exchanged at the summer break period. An employee may exchange for pay no more than nine (9) days total in a fiscal year. Payments will be made during the pay period in which the break period falls, in accordance with payroll requirements.

ARTICLE 23 OTHER PAID LEAVES

23.1 The following paid leave days apply only to regular employees who have completed their probationary period. Such days shall be prorated based upon the regularly scheduled work hours of the employee. Such days shall not be granted to probationary, substitute and/or temporary employees.

A. Court or Jury Duty

An employee who is selected for jury duty or subpoenaed as a witness to give testimony related to their job duties as a Head Start employee shall receive his/her regular hourly rate for all hours missed on his/her regular work assignment, provided that the employee complies with the following requirements:

1. The employee must send the notice for jury duty or the subpoena to their Supervisor immediately.
2. The employee must complete and submit an absence report for all hours missed.
3. The employee must submit the check stub and cash for any stipend received for jury duty or for being subpoenaed to the school district through the main office.
4. If excused from jury duty or witness time, the employee must return to work and complete his/her regular work assignment.

B. Funeral Leave

An employee shall receive his/her regular hourly rate for all hours missed on his/her regular work assignment for the purpose of attending funerals and for attending to other matters directly related to the death of a family member, subject to the following conditions:

1. The regular full-time employee shall be granted up to three (3) paid working days equivalent in hours to the daily work assignment held by the employee to attend the funeral and attend to other matters directly related to the death of the employee's spouse, child, mother,

father, brother or sister or step relationships. An additional two (2) days may be used from accumulated sick leave.

The regular part-time employee shall be granted one and one half (1½) paid working days equivalent in hours to the daily work assignment held by the employee to attend the funeral and attend to other matters directly related to the death of the employee's spouse, child, mother, father, brother, or sister, or step relationships. An additional one (1) day may be used from accumulated sick leave.

2. The regular full-time employee shall be granted up to two (2) working days to attend the funeral and attend to other matters directly related to the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or grandparent or step relationships. An additional one (1) day may be used from accumulated sick leave.

The regular part-time employee shall be granted up to one (1) working day to attend the funeral and attend to other matters directly related to the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or grandparent or step relationships. An additional one (1) day may be used from accumulated sick leave.

3. The employee shall be responsible to notify his/her immediate supervisor as soon as possible regarding his/her absence. Upon return to work following an absence, each employee shall be required to complete and submit an absence report form to his/her immediate supervisor indicating the dates, times, and reasons for the absence.
4. Additional bereavement leave time may granted at the discretion of the Head Start Director, but such time shall be deducted from the employee's accumulated sick leave.
5. Absence due to the death of other than an immediate family member will be treated as a personal leave day request. Employees must make application for such leave on the approved form and receive approval of the Head Start Director.
6. Falsification of requests for the use of funeral leave days shall be grounds for disciplinary action up to and including discharge.

**ARTICLE 24
UNPAID LEAVES OF ABSENCE**

24.1 The following unpaid leaves of absence apply only to regular employees who have completed their probationary period. Such leaves shall not be granted to probationary, substitute, and/or temporary employees.

A. Short term leaves of absence without pay may be granted for up to twelve (12) weeks, subject to the following conditions:

1. The employee's seniority shall continue during the leave and upon return from the leave he/she shall be reinstated based upon his/her seniority.
2. The Employer shall continue to pay its contribution toward the employee's insurance benefits during the leave, except that employees shall not be eligible for cash in lieu of benefits. If the employee fails to return to work for at least thirty (30) calendar days at the end of the unpaid leave of absence for reasons other than the continuation, recurrence, or onset of a serious health condition of the employee or for circumstances beyond the control of the employee as determined by the Head Start Director, the employee shall reimburse the Employer for the insurance premiums, including illustrative premiums for self-insured plans, paid by the Employer during the unpaid leave.
3. The employee's sick leave and other benefits shall not accrue during the leave.

B. Extended leaves of absence without pay may be granted at the discretion of the Head Start Director for up to one (1) calendar year inclusive of any short term leave, subject to the following conditions:

1. The employee's seniority shall continue for up to sixty (60) working days of continuous leave, inclusive of short term leave.
2. Upon termination of the leave, the employee shall be returned to a vacancy in their classification if one exists or exercise seniority rights by bumping to the lowest seniority employee in the same classification, or exercise seniority rights under Article 15.
3. Except for leaves under the Family and Medical Leave Act the employee shall be responsible for the full payment of insurance benefits during the leave, subject to the requirements of the insurance carrier, COBRA and of the Employer.

4. The employee's sick leave and other benefits shall not accrue during the leave.
 5. Upon returning from a leave of absence of over sixty (60) working days, the employee will not be eligible for an experienced based (incremental) step increase.
- C. Application for a leave of absence must be submitted to the employee's supervisor at least thirty (30) working days in advance. This thirty (30) working day notice may be waived at the discretion of the Head Start Director if there are extenuating or emergency circumstances.
 - D. The application must include the beginning and ending dates, the reason for the leave and the specific requests regarding the status of the employee's insurance programs during the leave. In the event request for leave is for illness or disability, the employee must provide the Head Start Director with satisfactory medical verification.
 - E. The approval or disapproval of an application for unpaid leave shall be solely at the convenience of the program, except as mandated by law, and approval of such leave is entirely at the discretion of the Head Start Director.
 - F. Leaves will be granted for specific periods of time, not to exceed a total of one (1) year. If an employee fails to return to work following the expiration of such leave, such failure shall be considered a resignation and his/her employment and all benefits shall be immediately terminated.
 - G. The Employer may require that an employee under go and report the results of a medical examination by an appropriate specialist selected by the Employer, at the Employer's expense. On the basis of the results of such examination(s), the Employer may require that the employee take an unpaid leave of absence in accordance with the provisions of this Article.
 - H. Accelerated return from a leave shall be granted with fifteen (15) working days prior notice to the Head Start Director, said employees shall return to a vacancy in the same classification or lower classification for which the employee is qualified.

ARTICLE 25 HOLIDAYS

Full-time non-probationary employees will be paid for the following holidays provided the employee works, or is on paid leave, the scheduled day before and the day after the holiday:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Good Friday
Christmas

Any unpaid time-off on the scheduled day before or after a holiday that is approved by the Head Start Director as an emergency, regardless of the amount of hours, will not cause the employee to lose holiday pay if the employee is otherwise eligible to receive it.

If an employee knows in advance that he/she will be absent the scheduled day before or scheduled day after a holiday, that the absence will not be covered in full by paid leave time, and the employee believes the absence is an emergency, the employee may submit a written request to the Head Start Director for prior approval of the leave as an emergency. The approval of such a request is at the sole discretion of the Head Start Director.

If previous arrangements have not been made in writing, and a situation arises that will not allow an employee to be at work on the scheduled day before or scheduled day following a holiday, the employee believes this situation to be an emergency, and the absence will not be covered in full by paid leave time, a request may be submitted in writing to the Head Start Director for the absence to be approved as an emergency. The request must include the reason for the absence, and be submitted within three days of the absence. The approval of this request is at the sole discretion of the Head Start Director. Procedures to contact the supervisor prior to the absence, stated in Article 22.2, must still be followed.

Non-emergency unpaid leave on the scheduled day before or scheduled day after a holiday, regardless of the amount of hours, will cause the employee to lose the holiday pay.

Employees will be paid for the number of hours normally worked on that day, except if employees normally do not work on that day, the holiday pay shall be based on the number of hours normally worked on a Monday.

ARTICLE 26 FRINGE BENEFITS

26.1 For the 2010 – 2011 school year, Full-time non-probationary employees may choose single membership SET Ultra-Med Preferred Plan 1 (or equal) health

insurance with preventive services without an annual dollar maximum, a \$150 (single) and \$300 (two person or family) annual deductible, no co-pay for office visits, no abortion coverage, and a \$10/\$20 co-payment on prescription drugs and SET (or equal) dental coverage (100/90/50) as option one (1) under a flexible benefit (section 125 cafeteria) plan.

26.2 Effective July 1, 2011 full-time non-probationary employees may choose single membership BC/BS Flex Blue 3 (or equal) health insurance with preventative services without an annual dollar maximum, a \$200 (single) and \$400 (two person or family) annual deductible, no co-pay for office visits, no abortion coverage, hearing aid coverage (equal to coverage under the 2010 – 2011 Agreement), and a \$5/\$25/\$50 co-payment on prescription drugs and SET (or equal) dental coverage (100/90/50) as option one (1) under a flexible benefit (section 125 cafeteria) plan.

26.3 In lieu of the above option, under the flexible benefit plan, the employee may elect one of the following:

Option 2: Prescription Drug - SET or equal
Dental plan (100/90/50) or equal
Cash incentives established by the Employer annually

Option 3: No health insurance
Dental plan (100/90/50) or equal
Cash incentives established by the Employer annually

Option 4: No health insurance
No dental insurance
Cash incentives established by the Employer annually

The employee must furnish proof of alternate health insurance to choose other than option one (1).

In addition, under all options, the employee shall be eligible for electing the use of tax reduction benefits as provided by law for the following:

1. Medical Reimbursement Account (MRA)
2. Child Care Reimbursement Account (CRA)
3. Group Insurance Options (SET or equal)

26.4 The Employer shall pay the premium cost of fifteen thousand (\$15,000) term life with AD&D insurance for each full-time non-probationary employee.

**ARTICLE 27
SALARY SCHEDULES**

HEALTH COORDINATOR/ REGISTERED NURSE	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	16.45	16.75
	2	17.85	18.18
	3	19.26	19.61
	4	20.67	21.05
	5	22.09	22.50
	6	23.50	23.93

NURSE w/LPN LICENSE	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	14.88	15.15
	2	15.48	15.76
	3	16.09	16.39
	4	16.73	17.04
	5	17.40	17.72

CERTIFIED GSRP TEACHER & SPEECH TEACHER	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	17.95	18.28
	2	18.69	19.03
	3	19.44	19.80
	4	20.19	20.56
	5	21.00	21.39

FAMILY ADVOCATE w/ASSOCIATES DEGREE	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	14.04	14.30
	2	14.62	14.89
	3	15.17	15.45
	4	15.76	16.05
	5	16.40	16.70

**BRANCH INTERMEDIATE SCHOOL DISTRICT
and the
MICHIGAN EDUCATION ASSOCIATION**

FAMILY ADVOCATE w/CDA	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	11.45	11.66
	2	12.35	12.58
	3	13.23	13.47
	4	14.16	14.42
	5	15.08	15.36

TEACHER w/ASSOCIATES DEGREE	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	14.04	14.30
	2	14.62	14.89
	3	15.17	15.45
	4	15.76	16.05
	5	16.40	16.70

TEACHER w/CDA	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	11.45	11.66
	2	12.35	12.58
	3	13.23	13.47
	4	14.16	14.42
	5	15.08	15.36

TEACHERS ASSISTANTS w/CDA	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.87	8.01
	2	8.43	8.59
	3	9.02	9.19
	4	9.62	9.80
	5	10.00	10.18

TEACHERS ASSISTANTS without CDA	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.72	7.86
	2	7.87	8.01
	3	8.43	8.59
	4	9.02	9.19
	5	9.39	9.56

**BRANCH INTERMEDIATE SCHOOL DISTRICT
and the
MICHIGAN EDUCATION ASSOCIATION**

COMMUNITY OUTREACH & VOLUNTEER ASSISTANT	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.87	8.01
	2	8.43	8.59
	3	9.02	9.19
	4	9.62	9.80
	5	10.00	10.18

NUTRITION ASSISTANT	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.72	7.86
	2	7.87	8.01
	3	8.43	8.59
	4	9.02	9.19
	5	9.39	9.56

HEALTH ASSISTANT	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.75	7.89
	2	8.33	8.48
	3	8.88	9.04
	4	9.45	9.62
	5	9.83	10.01

CENTER AIDE	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.72	7.86
	2	7.88	8.02
	3	8.32	8.47

SECRETARY	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	9.82	10.00
	2	10.44	10.63
	3	11.03	11.23
	4	11.59	11.80
	5	12.04	12.26

**BRANCH INTERMEDIATE SCHOOL DISTRICT
and the
MICHIGAN EDUCATION ASSOCIATION**

CLERK TYPIST	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.72	7.86
	2	7.72	7.86
	3	7.72	7.86
	4	7.72	7.86
	5	8.32	8.47

CUSTODIAN/ MAINTENANCE	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	8.31	8.46
	2	8.78	8.94
	3	9.27	9.44
	4	9.73	9.91
	5	10.12	10.31

BUS DRIVER	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	11.37	11.58
	2	12.03	12.25
	3	12.72	12.95
	4	13.33	13.58
	5	13.87	14.13

BUS MONITOR	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.72	7.86

LUNCH AIDES	STEP	7/01/2009 6/30/2010	7/01/2010- 6/30/2011
	1	7.72	7.86

For the 2011 – 2012 school year, each step of the 2010 – 2011 salary schedule shall be increased by the COLA percentage included in the Federal Head Start grant for the 2011 – 2012 year, if any.

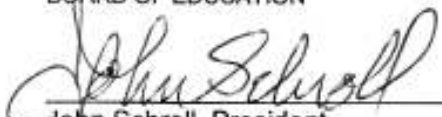
There shall be a longevity step for each classification based on years of service to the organization. Staff with twelve (12) years or more beyond the last step shall be paid seventy-five dollars (\$75.00) longevity annually on the first pay in December beginning with the 2011 – 2012 school year.

**ARTICLE 28
DURATION OF AGREEMENT**

This Agreement shall become effective April 20, 2011. Article 27 Salary Schedule shall be applied retroactively to July 1, 2010 for Bargaining Unit Members employed on the date this Agreement is ratified by both parties. For the 2012 – 2013 and 2013 – 2014, Article 26 Fringe Benefits and Article 27 Salary Schedule, excluding longevity, shall reopen. No other articles contained within this Agreement will be open unless by written mutual agreement of the Board and MEA. All other provisions of this Agreement shall remain in effect through June 30, 2014.

In Witness whereof, the parties have executed this Agreement by their duly authorized representatives the date and year written here:

BRANCH INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION




John Schroll, President



Dan Ludlow, Vice President



Kenneth Norton, Secretary



Jack Faulkner, Treasurer



D. Lynn Mayer, Trustee

MICHIGAN EDUCATION ASSOCIATION



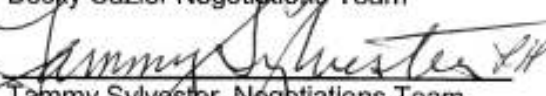
Lance Houck Negotiations Team



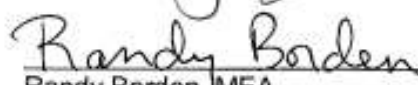
Pamela Blackman, Negotiations Team



Becky Cazier Negotiations Team



Tammy Sylvester, Negotiations Team



Randy Borden, MEA
SNAP



Diane Langan, MEA UniServ Director

**APPENDIX A
Individual Development Plan**

APPENDIX B

Board # _____
Association # _____

Branch Intermediate School District/ BIESPA Grievance Form

I. Bargaining Unit: Branch Intermediate Educational Support Personnel Association

II. Unit Representative _____

III. Date first submitted _____

IV. Aggrieved Employee(s) BIESP/MEA

Home Address _____

Home phone _____

Position _____ Location: _____
(Building)

V. Violation of Master Agreement (please list articles and sections):

VI. Description of Grievance (including time, date, and place of occurrence):

VII. Relief sought:

BIESPA _____
Signature(s) of Aggrieved

Signature of Unit Representative

LEVEL 1

Signature of Immediate Supervisor Date Received Date Answered

Association Representative Date Received Date Answered

LEVEL 2

_____ Signature of Director	_____ Date Received	_____ Date Answered
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_____ Association Representative	_____ Date Received	_____ Date Answered
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LEVEL 3

_____ Signature of Superintendent	_____ Date Received	_____ Date Answered
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_____ Association Representative	_____ Date Received	_____ Date Answered
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LEVEL 4 Mediation

_____ Mediation Decision	_____ Date Received	_____ Date Answered
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APPENDIX C

MEA

Michigan Education Association

4-C Uniserv Office

3251 Beck Road, Suite A
Hillsdale, MI 49242
Of: 517-439-0336 or 888-263-0630
Fax: 517-439-1052


LETTER OF UNDERSTANDING
between the
BRANCH INTERMEDIATE/MEA/NEA
and the
BRANCH ISD SCHOOL DISTRICT

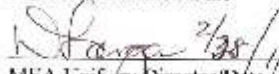
RE: **Teacher Evaluation and Pay for Performance**

The Branch ISD Education Support Personnel Association 4-C/MEA/NEA, hereinafter referred to as "the Association", and the Branch ISD School District, hereinafter referred to as "the District", hereby agree to the following regarding the above:

1. It is understood that in December 2009, the Michigan State Legislature passed "reform" measures for public education in Michigan.
2. Included in those "reform measures" were mandates for 1) "annual teacher evaluation" based on rigorous, transparent, and fair standards using student growth as a significant factor in the evaluation model and assessment, and 2) inclusion of "pay for performance" in teacher contracts.
3. Therefore, the District and the Association, hereby agree to form a committee to review and recommend models and language around both the teacher evaluation model and its implementation and pay for performance.
4. The Committee shall meet between March 1, 2011 and June 30, 2011. The committee shall be composed of members from the Association (assigned by the President of the Association) and members of the administration. The committee's recommendations shall be presented to the Superintendent, the Association President, the UniServ Director and the Association bargaining committee.
5. It is understood that no changes will be made to the Master Agreement until mutually ratified by the Association and the Board.


For the Board/Date


For the Association/Date


MEA UniServ Director/Date

APPENDIX D

Appendix 2

	BUS DRIVER	BUS MONITOR	CENTER AIDE	COMM OUTREACH	CUSTODIAN	FAMILY ADVOCATE	FOODAIDE	HEALTH ASSISTANT	NURSE	SECRETARY	TEACHER ASSISTANT	FEDERAL TEACHER	STATE TEACHER	SPEECH TEACHER
BUS DRIVER	YES	YES	YES	YES	YES		YES	YES		YES	YES			
BUS MONITOR		YES					YES							
CENTER AIDE		YES	YES				YES	YES			YES			
COMM OUTREACH		YES	YES	YES			YES	YES			YES			
CUSTODIAN		YES	YES		YES		YES				YES			
FAMILY ADVOCATE	YES*	YES	YES	YES	YES	YES	YES	YES		YES	YES	YES*		
FOODAIDE		YES					YES							
HEALTH ASSISTANT		YES	YES	YES			YES	YES			YES			
NURSE	YES*	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES*	YES*
SECRETARY		YES	YES		YES		YES			YES	YES			
TEACHER ASSISTANT		YES	YES	YES	YES		YES	YES			YES			
FEDERAL TEACHER	YES*	YES	YES	YES	YES	YES*	YES	YES		YES	YES	YES		
STATE TEACHER	YES*	YES	YES	YES	YES	YES	YES	YES		YES	YES	YES	YES	YES*
SPEECH TEACHER	YES*	YES	YES	YES	YES	YES	YES	YES		YES	YES	YES	YES*	YES

Read this table from left to right for "bumping" rights for layoff or recall.
May bump any position that reads yes. Those marked with * may bump if qualified and not a higher rate of pay.