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6/30/99

Menonine County Intermediate School Alic

MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

# and

MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION

MASTER AGREEMENT

1997 - 1998

1998 - 1999

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This Agreement entered into this 13th day of November, 1997, by and between the <u>Menominee County Intermediate School District Education</u> <u>Association</u>, a voluntary organization, hereinafter called the "Association", and the Michigan Education Association, hereinafter called the "MEA", affiliates of the National Education Association, hereinafter called the "NEA", and the Menominee County Intermediate School District, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

# WITNESSETH

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

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

#### RECOGNITION

A. <u>Recognition Provision</u>: The Menominee County Intermediate School District Board of Education hereby recognizes the Menominee County Intermediate School District Education Association as the exclusive bargaining representative for all full-time professional personnel under contract with the Menominee County Intermediate School District, but excluding substitute and per diem employees, supervisors, administrators, and all other employees.

B. <u>Definition of "Association":</u> The term "Association" when used in this agreement shall refer to the Menominee County Intermediate School District Education Association. C. <u>Employees in Unit</u>: The terms "Menominee County Intermediate School District Education Association" or "employees" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit under contract with the Menominee County Intermediate School District, and reference to male employees shall include female employees.

D. <u>Definition of "Board"</u>: The term "Board" shall include its officers, members, or delegated agents.

E. <u>No Negotiations</u>: The Board agrees not to negotiate with any professional staff members' organization or individuals other than the Association for the duration of this Agreement. Calendar will be negotiated individually as applicable.

F. <u>Rights Under Law:</u> Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws.

# ARTICLE II

# EXTENT OF AGREEMENT

A. <u>Amendments in Writing</u>: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. <u>Individual Contracts</u>: Any individual contract between the Board and an individual professional staff member heretofore

executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. <u>Priority of Agreement</u>: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

D. <u>Conflict with Law</u>: If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE III

## CONTINUITY OF OPERATIONS

A. <u>Uninterrupted Operation</u>: Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or

assist in any strike, as said term is defined by the Public Employment Relations Act unless the Board refuses to fully implement an arbitration award issued in accordance with this contract.

B. <u>Inclement Weather</u>: Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, professional staff members shall not be required to report for duty.

Employees shall be required to make up those days at the end of the year or in whatever manner the local district(s) require their employees to make up such days.

In compliance with the State Board of Education March 4, 1987, action to adopt emergency rules with respect to "snow days" which supersede R 340.10 and R 340.11. are as follows:

A. Rule 1 (20) the first two days when pupil instruction is not provided because of conditions not within the school authorities, such as severe storms, fires, epidemics, or health authorities, shall be counted as days of pupil instruction. Subsequent days shall not be counted as days of pupil instruction.

If an employee is regularly scheduled to work in the ISD office and the ISD office is open, then that employee shall be expected to report for regularly scheduled work if they can reasonably be expected to make it in to the ISD office.

In the event Boswell School is closed due to inclement weather, those employees shall be expected to make up those days in which state aid is lost at the end of the year or during vacations. Such make-up days shall be decided by mutual consent between the parties. The Boswell programs will close on days which the Menominee Area Schools closes their full program.

In the event school is closed early and students are sent home, employees shall be paid on a prorated basis for the extra time worked. One sixth (1/6) of a day's pay for each hour worked shall be the basis of proration.

C. <u>Inability to Reach Work:</u> When schools are open and professional staff members are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these professional staff members shall not be penalized for failure to report.

D. <u>Use of Non-bargaining Unit Members</u>: The employer agrees that non-bargaining unit members shall not be used to displace bargaining unit members except in emergencies. Emergencies shall be considered to include accidents, illness, and leave time.

E. Day Length:

- For non-classroom programs, the work day shall be 8:30 to 3:15.
- For the classrooms housed in a local district, the ISD staff shall work the same hours as required by that district of its professional staff.

 For programs not housed in a local district, the work day shall be from 8:30 to 3:00.

#### ARTICLE IV

# ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

A. Assignment of Dues: Any professional staff member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions in the Association which sum shall be as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the professional staff member each month elected for salary payment beginning in September. Any professional staff member who shall not perform services for any entire month of the school year shall have his dues reduced proportionately for each entire month he did not work, except where the failure to perform services during any month was the result of the professional staff member taking any paid leave of absence or sick leave provided for in this contract.

B. <u>Other Remittance:</u> Upon appropriate written authorization from the professional staff member, the Board shall deduct from the salary of any professional staff member and make appropriate

remittance for annuities or programs jointly approved by the Association and the Board.

C. <u>Effective Date:</u> This Article shall be effective retroactively to the date of the Agreement, and all sums payable hereunder shall be determined from said date.

D. <u>Indemnity</u>: The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, including any and all costs and expenses with regard thereto as well as any attorney's fees incurred in connection therewith, with regard to any checkoffs or deductions undertaken by the Board in connection with the checkoff procedure set forth herein.

#### ARTICLE V

# FINANCIAL RESPONSIBILITY

A. <u>Service Fee:</u> Any professional staff member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of professional staff duties, shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the <u>Menominee County Intermediate School District</u> Education Association; provided, however, that the professional staff member may authorize payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association. The

parties expressly recognize that the failure of any professional staff member to comply with the provisions of this article is just and reasonable cause for discharge from employment.

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B. <u>Violation of Payment Requirement:</u> The procedure in all cases of discharge for violation of this article shall be as follows:

> 1. The Association shall notify the professional staff member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

C. <u>Indemnification</u>: In the event that the Board, acting upon the request of the Association, discharges a unit member for failure to comply with any of the terms and provisions of this agreement, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action and any and all costs and expenses in such regard. The Association agrees to defend such action for the school district and/or Board of Education at its own expense and through its own legal counsel, provided the counsel is competent and:

1. The school district gives timely notice of such action to the Association; and

2. The school district gives full and complete cooperation to the Association and its counsel in

securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

## ARTICLE VI

# ASSOCIATION RIGHTS

A. <u>Board Policies</u>: The Association agrees to Board of Education written policies and procedures not inconsistent with the terms of this Agreement.

B. <u>School Facilities</u>: The Association and its members shall have the right to use school facilities for meetings upon approval of the superintendent or building administrator as long as such meetings do not interfere with regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days.

C. <u>Noninterference with School Operations</u>: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Such representative shall notify the school of his presence.

D. <u>Ancillary Services</u>: Typing, calculating, duplicating and audio-visual equipment will be made available to the Association for the purpose of producing notices, announcements, and other such items of an official and professional nature. The Association shall pay for the reasonable cost of all materials and supplies

incident to such use, and for any breakdowns or damage occurring due to Association misuse.

E. <u>Public Information</u>: The Board agrees to furnish to the Association in response to reasonable written requests, regular and routine available public information, including but not limited to, the financial resources of the district, including salaries paid to employees and their years of experience and training and such financial reports as are routinely prepared for the Board of Education. If duplication of reports for the Association results in additional cost to the district, such costs will be billed to and paid by the Association.

F. Right to Organize for Collective Bargaining: Pursuant to Act 379, Public Acts of 1965, the Board hereby agrees that every employee of the school district shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental powers under color of law of the State of Michigan, the school district undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teachers in the employment of any rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or collective professional negotiations with the school district or his/her institution of any grievance, complaint, or proceeding under this

agreement, or otherwise with respect to any terms or conditions of employment.

G. <u>Residency</u>: There shall be no residency requirement as a condition of employment.

H. <u>Disclosure of Information</u>: All communications obtained from students by a bargaining unit member in confidence during the course of his/her professional duties which if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with the consent of said bargaining unit member, be disclosed to any parent or guardian, unless said disclosure has been determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such refusal become part of any personnel record.

I. <u>Personnel File:</u> A bargaining unit member shall have the right to review his/her personnel file and to have an Association representative present during such review. When a bargaining unit member is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. No material shall be placed in the employee's personnel file unless it shall first have been brought to the employee's attention.

J. <u>Discipline</u>: No bargaining unit member shall be disciplined without just cause. A bargaining unit member shall be

entitled to have present a representative of the Association during any meeting involving disciplinary action.

K. <u>Program Visitation:</u> When parents or visitors known by past occurrences as having caused problems detrimental to the educational environment enter the premises of any program operated by the ISD, they shall first be required to contact the appropriate administrative offices to get permission for any anticipated classroom visit(s). The employee will be given at least one (1) hour advance notice of any such visit. All such visits shall be limited to not more than one half (1/2) hour duration. Administrators, for such problematic parents/visitors or at the employee's request, shall be present during such visit(s).

L. <u>Previous Experience Credit</u>: The District agrees to credit all employees with up to twelve (12) years of Pre-K-12, ISD, Special public education teaching experience, and/or applicable clinical or job related experience on the salary schedule from the date of hire.

M. <u>Discrimination</u>: Bargaining unit members shall be entitled to full rights of citizenship and no political or religious activities of any bargaining unit member shall be ground for any discipline or discrimination with respect to employment. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the employer.

N. <u>Payroll:</u> Payroll checks will be issued bi-weekly on Thursday on a twenty (20) or twenty-six (26) pay schedule. The

payroll clerk shall be notified by the employee as to method of payment and payroll deductions.

# ARTICLE VII

# BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the exclusive management and control of the school system, its property, facilities, operations and affairs.

B. To hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, suspension, or layoff; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; to assign duties to, and to direct, all employees; and to assign locations to all employees.

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

D. To operate a program for Severely Mentally Impaired (SMI) which, by state statute, must operate 230 school days. Because all other positions in this contract are for 183 days (see Article VIII) the Superintendent/Director of Special Education will hire a certified teacher of the mentally impaired in the following manner:

> Offer the additional 50 work days to the teacher of the severely mentally impaired program for a maximum of 50 or a minimum of ten (10) days and there shall be a ten (10) day limit on response to filling the vacancy.

> 2. Offer the additional work days for a maximum of 50 days or a minimum of 20 days to those individuals certified as teachers of the mentally impaired who are members of the MCISD Association according to seniority and there shall be a ten (10) day limit on response to filling the vacancy.

> 3. If individuals, who are certified, and are members of the MCISD Association, do not want the position, the Superintendent/-Director of Special Education has

the right to accept application from the public.

E. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, provided the bargaining unit member(s) concerned have been given the opportunity to provide input.

F. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

G. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments or divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

H. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs.

I. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization; and to determine those individuals who will occupy supervisory positions.

J. To make and change rules and regulations not inconsistent with the terms hereof.

Κ. Release time and reimbursement for professional development activities will be provided by mutual agreement in writing between staff members and administration. The Administration will accept the responsibility of meeting with the Staff at the beginning of each school year to determine those activities which may be pursued relative to available funds. The staff members will provide a written report describing the professional benefit derived from the conference/workshop which will impact on the individual's job performance. The written report needs to be submitted no later than 30 days following the staff members return from conference. The written report will be on a form mutually developed between the Administration and Association at the beginning of the school year.

L. <u>Special Certification/Endorsement Requirements</u>: In the event the Board of Education needs to add a position/fill a vacancy, for a position that requires a special endorsement on a teaching certificate, they may interview current "MCISD" staff, or others, that meet the qualifications of the job description. It is understood the State Department of Education will approve a temporary certificate/endorsement, which will allow the employee to work while obtaining said endorsement. The board will pay a maximum amount of \$1500 towards obtaining said endorsement.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies,

rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

#### ARTICLE VIII

#### SCHOOL CALENDAR

The school calendar for all professional staff employees shall be based on 183 contract days.

Due to the diversity of assignments and areas of major responsibility of the professional staff members employed by this Board, the parties agree that to set one single calendar for all to comply with is not possible.

During subsequent years of this Agreement, the Board and the individual staff members will attempt to arrive at mutually agreeable calendars. If this cannot be accomplished, the Board is given the right to set a 183 day calendar for each professional staff member with whom mutual agreement cannot be reached. These calendars will be made available by the Board.

Employees shall follow the calendar of the local district to which they are assigned for the 180 student count days. The three additional days will be scheduled with administrative approval. Multi-district employees may follow any one local district calendar of a district they are working in or may prepare a calendar which

combines the calendars of the districts they work in. Multidistrict employees shall have their calendar choice approved by administration within five (5) working days following their first day of work for the year. Approved calendar(s) may be changed during the year with administrative approval.

When it becomes necessary to reschedule workdays in order to fulfill the 183 day requirement, the first priority is to reschedule days in the local districts and, if this is not possible, to schedule days when the ISD office is open for business and not on weekends or during holidays/vacations.

#### ARTICLE IX

# GRIEVANCE PROCEDURE

A. <u>Definition of Grievance</u>: A grievance is defined as an alleged violation of a specific section or subsection of this Agreement. If any such grievance arises, there shall not be stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure.

B. <u>Presentation of Grievance</u>: An individual employee shall have the right at any time to present his or her own grievance to the School District and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of

this Agreement, and the bargaining representative has been given the opportunity to be present at such adjustment.

<u>Step One.</u> Within ten (10) working days after the time a grievance occurs, the Association or employee, will present the employee's grievance orally to the appropriate building principal. Within ten (10) working days after presentation of the grievance, the principal shall give his or her answer orally to the employee or Association representative. A receipt of the date of the oral discussion will be signed by the grievant and principal for purposes of recording the date of the conference.

Step Two. If the grievance is not resolved in Step One, the employee or Association may reduce the employee's grievance to writing, and present the grievance to the superintendent or his or her designee for his or her written answer. The written grievance shall be on a form provided by the School District and must be filed within seven (7) working days after the date of the principal's oral answer in Step One, but in no event later than fourteen (14) working days from presentation of the grievance.. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the employee(s) and/or association representative. The Superintendent or his or

her designee shall give the employee and Association Representative an answer, in writing, no later than ten (10) working days after receipt of the written grievance.

<u>Step Three.</u> If the grievance is not resolved in Step Two, the Association Grievance Chairperson or his or her designee may, within five (5) working days after the answer in Step Two, appeal the grievance to a committee appointed by the Board of Education.

The appeal shall be in writing and shall be signed by the Association chairperson and his/her designee.

The Board or its designated representative shall, not later than the next regularly scheduled meeting or three (3) calendar weeks, whichever is later, investigate the grievance, including giving the aggrieved employee or the Association the opportunity to be heard. The Board or its designated representative shall render a decision in writing with seven (7) working days after holding the hearing on appeal.

<u>Step Four.</u> If the grievance is not satisfactorily adjusted, and it involved an alleged violation of a specific section or subsection of this Agreement, the Association may, within twenty (20) working days after the Board's decision in writing is received, submit the grievance to arbitration by mailing a Demand for Arbitration, return receive requested, with a copy to the School District, to the American Arbitration Association.

The Demand for Arbitration shall contain a statement of the issues to be arbitrated, references to the specific section or

subsection allegedly violated, and shall be signed by the Association Grievance Chairperson, or his designee.

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association governing labor disputes. The cost for the services shall be distributed fifty per cent (50%) to the party deemed to be favorably awarded the arbitrator's judgment and fifty per cent (50%) to the party deemed to be in error in the arbitrator's judgment. All other expenses, including AAA filing fees, shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

<u>Powers of the Arbitrator:</u> It shall be the function of the arbitrator, and he or she shall be empowered, except as his powers are limited below, to make a final decision based upon, and specifically limited to, whether the School District has violated express articles and sections of this Agreement.

- (1) He or she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (2) He or she shall have no power to rule on any of the following:
  - (a) The discipline, suspension, or the termination of services of, or failure to re-employ, any probationary employee.
  - (b) Employee evaluations by the principal or supervisor.

- (c) Any matter which, under this Agreement, is within the responsibility of the District to decide.
- (d) Placing of a non-tenure teacher on a third year of probation.
- (e) Any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1936 of Michigan, as amended).

With regard to any of the items set forth in sub-section "a" through "e" above, the employee and/or Association may pursue whatever other legal remedies which are available after pursuing the matter through Step Three above.

- (3) He or she shall have no power to change or negate, or substitute his judgment for the District's with respect to, any practice, policy, or rule of the District not in violation of any express terms and conditions of this Agreement.
- (4) He or she shall have no power to imply conditions or obligations upon the School District other than as expressed within this Agreement or to decide questions within the responsibility of management.
- (5) If either party disputes the arbitrariness of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall

be referred back to the parties without decision or recommendation on its merits.

(6) There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.

<u>Grievance Not Timely Advanced:</u> Any grievance not filed or not advanced to the next step by the employee and/or Association within the time limit in that step, shall be deemed abandoned. Failure of the employer to respond or advance the grievance within the appropriate time limits at any step of the grievance shall be deemed to have been decided in favor of the grievant. Time limits may be mutually extended by the School District and the Association in writing; then the new date shall prevail.

<u>No Back Wages Prior to Step One Presentation:</u> The School District shall not be required to pay back wages prior to the date the oral grievance was presented in Step One.

- (1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay.
- (2) No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as the

representative grievance by mutual written agreement by the parties.

Expiration of Contract: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

<u>Agreement Binding on All Parties:</u> Any agreement reached between the School District and the Association is binding on all employees affected and cannot be changed by any individual.

<u>No processing During Instructional or Preparation Time:</u> Grievances arising under this Section shall not be processed during instructional or preparation time.

# ARTICLE X

## REDUCTION OF STAFF

A. <u>General Layoff</u>: In the event of a general cutback or reduction of unit members through layoff from employment, the following procedure will be utilized:

1. Specially-certified/Annually certified unit members in the specific positions being reduced or eliminated will be laid off first provided there are fully-certified unit members to replace and perform all of the duties of the laid-off teachers.

2. If reduction is still necessary, then probationary members in the specific positions being reduced or eliminated will be laid off, provided there are fully-qualified, fully-certified unit members to replace

and perform all of the duties of the laid-off unit members.

3. If reduction is still necessary, then unit members in the specific position being reduced or eliminated will be laid off according to seniority and certification.

B. <u>Seniority</u>: No later than thirty (30) days following ratification of this agreement, and by September 30th thereafter, the employer shall prepare and post a seniority list, with a copy to be given to the Association president. Bargaining unit members shall be ranked on the seniority list from the most senior to the least senior. If a bargaining unit member does not object to his/her placement on the list within thirty (30) days of its posting that list shall become final for the purpose of reduction in personnel for that school year.

Seniority shall be defined as the length of service within the bargaining unit as of the employee's first day of work and shall consist of the number of contract days worked. One hundred eighty three (183) or more days shall equal one full year of seniority. In the circumstance of more than one bargaining unit member having the same certification and number of days worked, all such individuals so affected shall participate in a drawing, conducted by the Association at a time and in a place available for member attendance, to determine the affected members placement on the seniority list. The ISD shall be notified of the results in writing following the drawing. Members returning from leave or layoff shall be placed at the bottom of the list of members for their respective

(year) position or place if that position or place already lists one or more employees.

Seniority shall be lost if a bargaining unit member resigns, retires, is discharged for just cause, or fails to respond to recall to a position to which that employee was originally hired or was working in at the time of layoff.

If a bargaining unit member becomes disabled, he/she shall continue to accrue seniority for not more than one (1) year or up until the disability is certified permanent, whichever is shorter, and shall upon return to work be reinstated with the level of seniority held prior to its discontinuance.

Seniority shall continue to accumulate for any bargaining unit member on paid leave of absence including maternity or sick leave. Any employee on layoff shall be entitled to recall for up to two (2) years or the length of his/her seniority, whichever is longer and shall retain and be reinstated to the seniority level held prior to such layoff upon his/her return to work. Military leaves, Adoption or Child Care leaves, or any unpaid leave shall not be considered a break in service to the district but seniority shall not accrue during such leave(s). The bargaining unit member shall be placed on the seniority list upon his/her return to employment in the same manner as those returning from layoff.

C. <u>Recall</u>: Laid off personnel shall be recalled in the reverse order of layoff and shall be given preference in hiring for any position which opens in the district for which they are certified and/or approved by the state.

The Board reserves the right to reinstate or add programs but not necessarily in the reverse order of termination.

Professional staff members on layoff shall file an up-to-date change of address form with the district on a yearly basis by July 1. Professional staff members shall be recalled by certified mail, return receipt requested. Such letter shall be sent to the professional staff member at their last known address filed with the district. If the professional staff member does not notify the district of their acceptance within thirty (30) calendar days he/she shall lose all further rights of reinstatement. A copy of all notices of recall shall be sent to the Association.

D. <u>Procedure for Professional Staff Members Declared Surplus</u>: Once a professional staff member has been declared surplus, he/she shall be eligible within two (2) weeks to bump another professional staff member of lesser seniority providing he/she is certified and/or approved for the position held by the professional staff member with lesser seniority. Professional staff members so affected shall have an additional two (2) weeks to accept or reject their reassignment.

A professional staff member that has been declared surplus by the elimination of programs and/or positions, and is certified and/or approved in more than one area, shall be eligible to bump only the person with the least seniority within those areas of certification and/or approval held by the professional staff member declared surplus. They shall not be eligible to bump a position within the ISD for which the state has not set certification

standards for said position unless they are determined to be qualified for that position. Any seniored person denied the right to bump under this language shall receive from the superintendent or his agent the reasons for that denial in writing.

E. <u>Special Provisions</u>: Administrators shall not accrue seniority in the bargaining unit but shall be entitled to reinstatement of seniority held prior to becoming an administrator (or holding an administrative position) if the administrator is returned to active membership in the bargaining unit, provided his/her employment in the district has been continuous.

If the district is considering pink slipping for an upcoming year, it hereby agrees to pink slip professional staff members at least sixty (60) days prior to the end of the year preceding the year in which personnel are to be reduced. Professional staff members notified during the current year that they are to be laid off the following fall shall be eligible for and receive all fringe benefits including health care coverage for which they are entitled during the summer months.

#### ARTICLE XI

# PERSONAL AND ASSOCIATION LEAVE

A. <u>Personal Days</u>: At the beginning of every school year each professional staff member shall be credited with three (3) days, which are non-accumulative and not to be taken the first or the last day of school. Request for personal day shall be given at

least twenty-four (24) hours in advance to allow for administration to obtain substitute staff, except in case of emergency.

B. Jury Duty: Any professional staff member called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter or who shall be asked to testify in any arbitration of fact-finding, shall be paid the difference between jury pay and his full salary for such time.

C. <u>Leave Days</u>: Professional staff members wishing to take leave days may do so by:

- 1. Taking personal days;
- Taking sick leave days in catastrophic situations, or
- 3. Taking unpaid leave with administrative approval.

In option two (2) and three (3), the decision of the administration will be final.

D. <u>Association Days</u>: At the beginning of each school year, the Association shall have available five (5) days for members to attend conferences or meetings. These days shall be used at the discretion of the Association President.

# ARTICLE XII

#### LEAVES OF ABSENCE

A. <u>Military Leave</u>: An unpaid military leave of absence shall be granted to any professional staff member who shall be inducted or shall enlist for military duty in any branch of the armed forces

of the United States. Upon return from such leave, a professional staff member shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

B. <u>Maternity Leave</u>: Maternity leave shall be in accordance with applicable state and federal statutes.

C. <u>Sabbatical Leave</u>: The Board may grant, subject to verification, an unpaid sabbatical leave for educational purposes only to an employee. Application for a sabbatical leave shall be made in writing prior to the end of the school year preceding the sabbatical. This employee shall retain all accrued benefits such as sick leave days, seniority, and placement on the salary schedule upon returning to employment.

D. <u>Leave of Absence</u>: An employee may request an unpaid leave of absence. Such request for a leave of absence may or may not be granted, subject to the discretion of the Board. This employee shall retain all accrued benefits such as sick leave days, seniority, and placement on the salary schedule upon returning to employment.

E. <u>Child Care Leave</u>: A child care leave of absence, with out pay or fringe benefits, may be granted to bargaining unit members at their request for a period of up to one (1) year for the purpose of child care. A further extension of this leave may be granted at the discretion of the Board. Any bargaining unit member involved in the adoption process shall be entitled to the above leave provision for the length of time required by the adoption agency

provided written verification has been provided by the adoption agency.

#### ARTICLE XIII

#### TRAVEL AND MILEAGE

A. <u>Travel Provisions</u>: Due to the many special considerations that must be recognized within the framework of this Agreement, the Board and the Association have agreed on a "homebase" designation for each professional staff member. "Homebase" is defined as: the Intermediate School District office, the district an employee is assigned to full time, or, the local district an employee is assigned to work in each day.

If an employee's normal assignment is one district, mileage reimbursement will not be allowable except for school related travel between buildings in that district, or, when required outside of that district.

Employees serving multiple districts and leaving from home, mileage may be claimed for travel between districts only, or between buildings within those districts.

Mileage reimbursement from home to the Intermediate School District office or from the office to home, when the school day begins or ends at the office, is not an allowable expense. Mileage will be determined by the most direct way between destinations.

The Board will reimburse each professional staff member for travel at the current IRS rate per mile for the first 500 miles per

month, base rate +6 cents per mile for the second 500 miles per month, and base rate +8 cents per mile for the third 500 miles per month; or, the current Federal Reimbursement Rate, if higher.

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Conference Provisions: Attendance at one (1) conference в. of the employee's choice per year relating to the employee's job or field of study shall be paid for by the Board to include the mileage base rate or the cost of travel if by public conveyance, conference/registration fees, if any, and receipted costs for lodging and a per diem rate of thirty-five (\$35.00) dollars for Attendance at and/or participation in all such meals. conferences/workshops shall be voluntary. However, if an employee does not voluntarily attend any conference for a number of years, the administration may assign up to one (1) conference every two (2) years. In cases of specific hardship, alternate arrangements may be considered. Attendance at conference is subject to immediate supervisor approval.

#### ARTICLE XIV

# ILLNESS AND DISABILITY

A. <u>Sick Leave</u>: At the beginning of each school year, each professional staff member shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year to a maximum of one hundred fifty (150) days. The leave days may be taken by a professional staff member for the following reasons and subject to the following conditions:

1. <u>Personal Illness or Disability</u>: The professional staff member may use all or any portion of his leave to recover from his own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.

2. Death in Immediate Family: The professional staff member may take a maximum of four (4) additional paid leave days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, fatherand mother-in-law, grandparents, brother-in-law, and sister-in-law. If additional funeral days are needed, personal leave days, if available are to be used. Τf further days are necessary, days may then be used from the employee's sick leave bank upon administrative approval.

B. <u>Notification of Amount</u>: The Board shall furnish each professional staff member with a written statement at the beginning of each school year setting forth the total sick leave credit.

C. <u>Leave of Absence</u>: A professional staff member who is unable to perform because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, at the Board's discretion, and the leave may be renewed each year upon written request by the professional staff member, again at the Board's discretion.

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The Board agrees to continue to provide the health insurance benefits provided for by this collective agreement for the duration of said leave.

D. <u>Injury on Job</u>: For absence due to injury or illness incurred in the course of the professional staff member's employment, the Board shall pay the difference between Michigan Workmen's Compensation benefits and the salary of the professional staff member, provided the staff member has accumulated sick leave available for such payments. Daily sick leave shall be reduced at the same percentage rate as the percentage of the professional staff member's daily salary which is paid by the Board.

E. <u>Communicable Diseases</u>: In the event that a child with an ongoing or chronic communicable disease is allowed by policy or law, to attend school, all employees potentially having contact with the student shall be notified in writing in advance of the child's placement and/or return to school. The Board shall provide in-service instruction/training in hygienic practices and management to employees coming into contact with such students.

In the event an employee in contact with such a student contracts Acquired Immune Deficiency Syndrome (AIDS) or Hepatitis B and the illness is determined to have occurred in the course of the employee's employment, any resulting absences shall not be charged against the bargaining unit member's employment nor deducted from his/her sick days.

The Board agrees to indemnify bargaining unit members against any damages, fines, legal fees or other costs that may result as a consequence of following Board policy and/or Board in-service instruction regarding management of students with communicable diseases.

Any employee contracting a communicable disease shall have no fewer rights to continued employment with the employer than the rights afforded to a student to attend school. Employees shall have the right to continue working as long as his/her personal physician certifies that he/she is able to continue.

- F. <u>Terminal Sick Leave Payout:</u>
  - 1. Upon retirement under the Michigan Public School Employees Retirement System and at least fifteen (15) years of service with the Menominee County Intermediate School District, the District shall pay to the individual \$50.00 for each day of unused sick leave to the maximum of 150 days up by the individual while accumulated in the employment of the Intermediate School District. Notification of intent to retire shall be given by

January 1 for a subsequent June retirement, or by July 1 for a subsequent January retirement. In the event of extenuating circumstances, the Administration and Board will give consideration to special requests.

 A lump sum payment will be made in September following a June retirement, and in April following a January retirement.

#### ARTICLE XV

### NO-STRIKE PROVISION

For the duration of this Agreement the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to, slow-downs, stoppages of any kind, sit-ins, "blue flu", and picketing or demonstrating of any kind at any time in reference to the Menominee Intermediate School District wherever located.

The Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike as defined above against the Board by any member of the bargaining unit.

The Board shall have the right to discipline, including discharge, any member of the bargaining unit for taking part in any violation of this provision.

# ARTICLE XVI

#### EVALUATION

A. <u>Performance Evaluation</u>: The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.

Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on thirty (30) to sixty (60) accumulated minutes of classroom observation.

The performance of all teachers shall be evaluated in writing as follows:

1. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before March 15. A personal meeting will be held within fifteen (15) school days thereafter to review the job performance of the probationary teacher.

2. Tenure teachers shall be evaluated in writing at least once (1) each year. A personal meeting will be held with

each tenure teacher within fifteen (15) school days thereafter to review his/her job performance.

The administration shall meet with employees for a pre-evaluation conference prior to formal evaluation and there shall not be more than two (2) evaluations of any bargaining unit member in any one year unless unsatisfactory job performance has been noted and the administration is working with the employee to improve that employee's performance.

The form to be used to evaluate bargaining unit members, due to the diversity of their job requirements, shall be jointly determined, prior to any form being used, by the administration and the Association.

### ARTICLE XVII

# UNRESTRAINED NEGOTIATIONS

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 all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may

not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

The parties agree that changes in existing policy or creation of new policy which affects the hours, wages, or terms of employment shall be mutually agreed upon or, if the parties cannot agree within thirty (30) days of notification to the Association, shall be approved by a committee consisting of two (2) Association members, two (2) Board members, and the Superintendent.

Any policy adopted in this fashion shall be ratified by a majority of the Board.

### ARTICLE XVIII

#### INSURANCE COVERAGE

A. Effective July 1, 1997, the Board will provide, without cost, one of the two plans listed below:

"Plan A" For employees needing health insurance

Super Care I

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Delta Dental E 07 (80/80/80:\$800 Class 3 Rider-which

also includes adult orthodontia)

Negotiated Life \$45,000 AD & D

Vision VSP-3

Long Term Disability:

-70%

-\$3000 maximum

-60 Calendar Day Straight Wait

-Freeze on Offsets

-Alcoholism/Drug Addiction and Mental/Nervous

-COLA

"Plan B"

Delta Dental Auto Plus 008 Class 3 Rider Negotiated Life \$50,000 AD & D Vision VSP-3 Plus Dependent Life \$2000 spouse/\$2000 children Long Term Disability (Same as Plan "A") \$100.00 per month for Options

B. It is understood that should a member find him/herself, for whatever reason, without health insurance, they have the right to enroll in Plan A.

C. Teachers terminated for whatever reason shall be provided with whatever insurance benefits that are mandated by the Federal Law entitled THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT. (PL 99-272).

Included as follows:

VERY IMPORTANT NOTICE OF CONTINUATION OF COVERAGE RIGHTS UNDER THE MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT MEDICAL, DENTAL, VISION, AND LIFE BENEFITS GROUP HEALTH PLAN.

On April 7, 1986, a new Federal law was enacted (P.L. 99-272, Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at

would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the new law. Both you and your spouse should take the time to read this notice carefully.

If you are an employee of the Menominee County Intermediate School District covered by medical, dental, vision, and life benefits plan you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part), or because your employer has filed for Chapter 11 reorganization.

If you are the spouse of an employee covered by the Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the Plan for any of the following five reasons:

(1) The death of your spouse;

(2) A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;

(3) Divorce or legal separation from your spouse;

(4) Your spouse becomes entitled to Medicare; or

(5) Your spouse's employer files for Chapter 11 reorganization.

In the case of a dependent child of an employee covered by the Plan, he or she has the right to continuation coverage if group

health coverage under the Plan is lost for any of the following six reasons:

(1) The death of a parent;

(2) The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with the Employer;

(3) Parents' divorce or legal separation;

(4) A parent becomes entitled to Medicare;

(5) The dependent ceases to be a "dependent child" under thePlan; or

(6) The parent's employer files for Chapter 11 reorganization.

Under the new law, the employee or a family member has the responsibility to inform the Menominee County Intermediate School District of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days of the qualifying event. The Employer will be presumed to have knowledge of an employee's death, termination of employment, or reduction in hours, or medicare eligibility.

When the Menominee County Intermediate School District is notified that one of these events has happened, the Menominee County Intermediate School District will in turn notify you that you have the right to choose continuation coverage. Under the new law, you have at least 60 days from the date you would lose coverage because of one of the events described above to inform the

Menominee County Intermediate School District that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Employer is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The new law required that you be afforded the opportunity to maintain continuation coverage for three years unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. If, during that 18 months another event takes place that also entitles you to coverage, coverage may be extended. In no case may the total amount of continued coverage be more than 36 months.

However, the new law also provides that your continuation coverage may be cut short for any of the following four reasons:

 The Employer no longer provides group health coverage to any of its employees;

(2) The premium for your continuation coverage is not paid in a timely fashion;

(3) You become covered under any other group health plan as an employee or otherwise;

(4) You become entitled to Medicare.

You do not have to show that you are insurable to choose continuation coverage. However, under the new law, you may have to pay all or part of the premium for your continuation coverage; you will have a grace period of at least 30 days in which to pay the premium. The new law also says that, at the end of the 18 month or three year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under the Plan.

This new law applies to the plan beginning on July 1, 1987. If you have any questions about the new law, please contact Menominee County Intermediate School District, 952 First Street, Menominee, Michigan.

Also, if you have changed marital status, or you or your spouse have changed addresses, please notify the Menominee County Intermediate School District at the above address.

# ARTICLE XIX

### DURATION OF AGREEMENT

A. <u>Duration</u>: This Agreement shall be effective as of July 1, 1997, and shall continue in effect until the 30th day of June, 1999.

B. <u>Copies of Agreement</u>: Copies of this Agreement entitled "Contractual Agreement between the Menominee County Intermediate School District and the Menominee County Intermediate School District Education Association, MEA-affiliates of NEA" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all professional staff

members now employed, hereafter employed or considered for employment by the Board. All school district personnel policies or changes in said policies shall be distributed to all professional staff members within thirty (30) days of the Commencement of this contract or upon employment. An additional 10 copies of the Agreement will be given to the President of the Association at the same time that distribution is made to regular professional staff members.

### ARTICLE XX

# VACANCIES, PROMOTIONS, AND TRANSFERS

A. <u>Vacancies</u>: A vacancy shall be defined as a position within the bargaining unit presently unfilled including newly created positions as well as currently filled positions anticipated to be open for a period of thirty (30) or more days. All vacancies shall be posted for at least ten (10) days on a bulletin board in the ISD office and mailed to all current employees. Bargaining unit members may apply in writing for such position(s). Said position shall be filled by the qualified/certified applicant with the greatest seniority.

The Board shall establish reasonable qualifications. Any seniored person denied the vacancy shall receive from the superintendent or his agent the reason for that denial in writing. In filling any vacancy in the district, including

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administrative positions, bargaining unit members with appropriate

educational background shall be members of the interview team responsible for hiring/filling that position.

B. <u>Promotions</u>: Promotion (without in any way modifying or restricting the full application of the teachers' Tenure Act) shall mean placement within a supervisory or administrative position which directly supervises bargaining unit members. All openings in promotional positions shall be posted/mailed in the same manner as vacancies. Any bargaining unit member may apply in writing for the position and will be given full consideration for employment.

C. <u>Transfers</u>: Transfer shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit. Transfers to vacancies shall be governed by the preceding language pertaining to vacancies. All other transfers shall be governed by this Section.

A request for a voluntary transfer may be made at any time in writing and shall specify the position being sought. Mutual requests for transfer by employee's wishing to switch positions shall be granted. Subject to certification, requests for transfer shall be granted unless the granting of the request is inconsistent with the language pertaining to filling of vacancies. Receipt of a request for transfer shall be acknowledged in writing by the employer within five (5) working days.

Involuntary transfers of bargaining unit members shall occur only in situations: (1) outside the employer's control, or (2) necessary for the appropriate operations of the District. Thirty (30) days prior to the decision to effectuate an involuntary

transfer of a bargaining unit member, the District shall notify the Association President and set a date to meet and discuss the transfer and other possible alternatives. Each party may bring appropriate representatives to the meeting. In the case of extreme necessity, an involuntary transfer can be made prior and subject to the meeting, but such meeting shall be held as soon as practicable thereafter.

D. <u>Reassignment:</u> In the event the Board finds it advisable to restructure services, reassignments of bargaining unit duties may be made. The parties agree that a reassignment of duties between bargaining unit members does not constitute a vacancy.

It is further agreed that the District, Association, and affected and/or potentially affected employees shall meet and discuss the need, implications, and reassignment within the bargaining unit of the duties. It is understood that these provisions shall be consistent with, and not negate, any other terms of this Agreement.

E. <u>Extra Work:</u> In the event any extra work becomes available in the district during the school year, it shall first be offered to the most senior employee certified to fulfill the requirements of the work. Employees shall have the right to decline or voluntarily accept the extra work without such decline or acceptance being used for evaluative purposes in any way. If an employee declines extra work it shall then be offered to the next most senior employee who is certified to fulfill the requirements of the work. If an employee's contract is to be extended beyond

the normal negotiated work year for any reason then he/she shall be paid a pro-rated daily rate of pay based on his/her then current position on the salary schedule. In lieu of the pro rated daily rate of pay, the employee with mutual consent of administration, shall have option to use comp time as described in Paragraph F.

F. <u>Comp Time</u>: Comp time may be accumulated by professional staff members only if mutually agreeable to the member and Administration. Time may be taken on a regularly scheduled basis, on request of Administration or LEA Administration to work at least one (1) extra hour in a day or by individual staff request upon approval of ISD Administration.

Comp time must be documented with Administration for days/hours worked.

Comp days will be accumulative to five (5) days and must be expended by the end of the current school year, unless, due to extenuating circumstances, prior approval is qiven by Administration. For the purpose of comp time, six (6) hours will be considered one full day. Any hours less than six shall be paid to the bargaining unit member at the bargaining unit member's prorated daily rate. For example, five (5) hours shall be paid as 5/6 of the bargaining unit member's daily rate. Comp time is intended to be a mutual benefit. Therefore, examples which are not limiting parent/teacher conferences, after hours IEPC's, time are: requested by ISD/LEA, and summer employment. Comp time may be utilized in the same manner as personal days.

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G. <u>Flex Time:</u> Flex time may be used by professional staff members only if mutually agreeable to the member and administration. Flex time would occur in the event that it is necessary to provide services outside the regularly scheduled work day times. The length of the flex time work day shall not exceed the length of the regularly scheduled work day.

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### ARTICLE XXI

## MENTOR TEACHER

For the duration of this contract a mentor teacher will be selected from within the bargaining unit on a voluntary basis. Mentors shall not be required to evaluate their charges. There will be no compensation for the mentor assignment but should the work load of such assignment expand, the Board and the Association will meet to address the problem.

# ARTICLE XXII

#### REDUCTIONS IN PERSONNEL AND

## ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

A. In the event this District shall be combined with one or more districts or receiving agencies, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

EDUCATION ASSOCIATION BOARD OF EDUCATION By: Katherin Urwin By:\_ ant By: Car By: ( larie hur By: By: By: By: 0 noon By:

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Dated this 11th day of Dec , 1997.

1997-98 SALARY SCHEDULE

( <b>-</b>					
STEPS	ва	BA+15	MA/BA+30	MA+15	MA+30
	1.00	'1.04	1.07	1.10	1.125
0-1.00	24464	25442	26176	26910	27521
1-1.03	25197	26205	26961	27717	28347
2-1.06	25931	26969	27747	28524	29173
3-1.10	26910	27986	28794	29601	30274
4-1.14	27888	29004	29841	30677	31374
5-1.18	28867	30022	30888	31754	32475
6-1.22	29846	31039	31935	32830	33576
7-1.27	31069	32311	33243	34176	34952
8-1.32	32292	33584	34552	35521	36328
9-1.39	34004	35364	36385	37405	38255
10-1.45	35472	36891	37955	39019	39906
11-1.51	36940	38418	39526	40634	41557
12-1.58	38652	40198	41358	42518	43484
13-1.05	40585	42208	43426	44643	45658
14-1.06	40972	42610	43840	45069	46093
15-1.07	41358	43012	44253	45494	46528

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16-1.08	41745	43414	44667	45919	46963
17-1.09	42131	43816	45080	46344	47397
18-1.09	42131	43816	45080	46344	47397
19-1.09	42131	43816	45080	46344	47397
20.1.09	42131	43816	45080	46344	47397
21-1.10	42518	44218	45494	46769	47832
22-1.10	42518	44218	45494	46769	47832
23-1.10	42518	44218	45494	46769	47832
24-1.10	42518	44218	45494	46769	47832
25-1.10	42518	44218	45494	46769	47832
26-1.11	42904	44620	45907	47195	48267
27-1.11	42904	44620	45907	47195	48267
28-1.11	42904	44620	45907	47195	48267
29-1.11	42904	44620	45907	47195	48267
30-1.11	42904	44620	45907	47195	48267

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1998-99	SALARY	SCHEDULE

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STEPS	BA	BA+15	MA/BA+30	MA+15	MA+30
	1.00	1.04	1.07	1.10	1.125
0-1.00	25197	26205	26961	27717	28347
1-1.03	25953	26991	27770	28549	29198
2-1.06	26709	27778	28579	29380	30048
3-1.10	27717	28826	29657	30489	31182
4-1.14	28725	29874	30736	31598	32316
5-1.18	29733	30922	31814	32706	33450
6-1.22	30741	31971	32893	33815	34583
7-1.27	32001	33281	34241	35201	36001
8-1.32	33261	34591	35589	36587	37418
9-1.39	35024	36425	37476	38527	39402
10-1.45	36536	37998	39094	40190	41103
11-1.51	38048	39570	40711	41853	42804
12.1.58	39812	41404	42599	43793	44788
13-1.05	41803	43475	44729	45983	47028
14-1.06	42201	43889	45155	46421	47476
15-1.07	42599	44303	45581	46859	47924

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16-1.08	42997	44717	46007	47297	48372
17-1.09	43395	45131	46433	47735	48819
18-1.09	43395	45131	46433	47735	48819
19-1.09	43395	45131	46433	47735	48819
20.1.09	43395	45131	46433	47735	48819
21-1.10	43793	45545	46859	48172	49267
22-1.10	43793	45545	46859	48172	49267
23-1.10	43793	45545	46859	48172	49267
24-1.10	43793	45545	46859	48172	49267
25-1.10	43793	45545	46859	48172	49267
26-1.11	44191	45959	47285	48610	49715
27-1.11	44191	45959	47285	48610	49715
28-1.11	44191	45959	47285	48610	49715
29-1.11	44191	45959	47285	48610	49715
30-1.11	44191	45959	47285	48610	49715

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