

**CONTRACT AGREEMENT**

**Between**

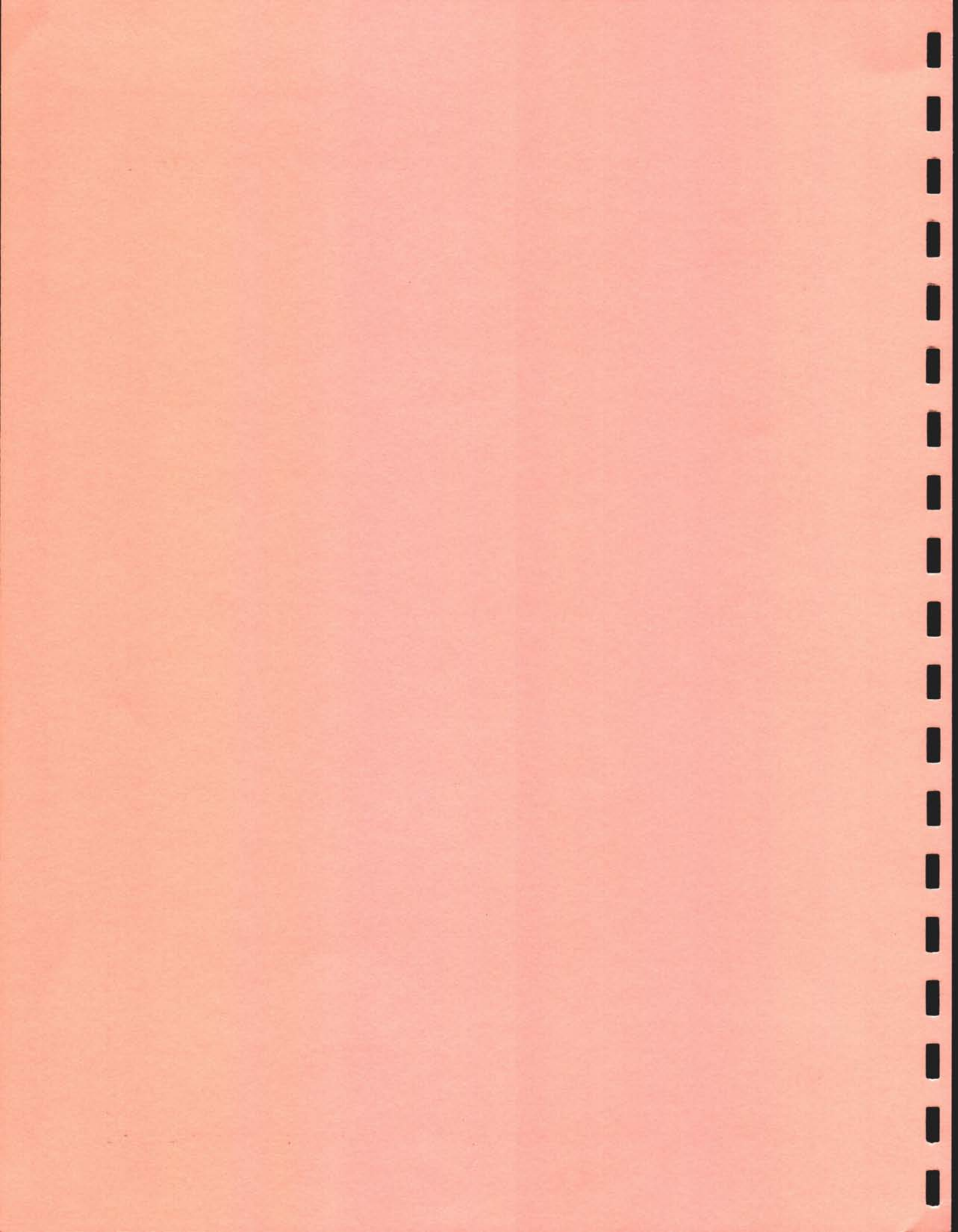
**SANILAC INTERMEDIATE BOARD OF EDUCATION**

**and the**

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

**JULY 1, 1998-JUNE 30, 2001**

*Sanilac Intermediate School District*



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## **PREAMBLE**

This Agreement entered into this 11<sup>th</sup> day of August, 1998 by and between the Tri-County Bargaining Association, MEA/NEA (Michigan Education Association/National Education Association), hereinafter called the "Association", and the Sanilac Intermediate School District, hereinafter called the "Board". The signatories shall be the parties to this Agreement.

## **ARTICLE 1 - RECOGNITION**

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

All certified personnel whether under contract or on leave.

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

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

## **ARTICLE 2 - RIGHTS OF THE BOARD**

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

hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### **ARTICLE 3 - ASSOCIATION RIGHTS**

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

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

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

#### **ARTICLE 4 - TEACHER RIGHTS**

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

#### **ARTICLE 5 - DUES AND PAYROLL DEDUCTION**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board a written authorization to deduct dues of the Association by September 20. Such authorization shall continue in effect from year to year unless revoked between July 1 and August 15. Dues shall be deducted from the regular salary checks of the teacher each pay beginning with the first (1st) paycheck in October and ending with the last paycheck in May of each year. Any teacher who chooses to pay Association dues in full shall do so on or before September 20. Any teacher hired after the beginning of the school year and who becomes a member of the Association shall have his/her dues prorated. There will be no changes in payroll deductions for the dues after September 20.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, assessments, political action contributions, and the credit union. Such deductions or changes shall become effective with the first payroll of the month following that in which authorization is received in the ISD office, provided however, that the teacher may terminate deductions at any time. Such deductions shall be mailed to recipient within three (3) working days after the date of the payroll, with the exception of annuity deductions which shall be mailed, to the recipient within three (3) working days of the receipt of a billing from the recipient.

#### **ARTICLE 6 - AGENCY SHOP**

- A. All members of the bargaining unit hired by the Sanilac Intermediate Board after July 1, 1976, shall make application for membership within thirty (30)

days from the first day of the school year, or as a condition of employment, pay a service fee to the Association in the amount equivalent to the dues required to be paid by members, less any amounts not permitted by law. Those bargaining unit members hired prior to July 1, 1976, who are members must either remain members or pay the service fee.

- B. The bargaining unit member shall have the option of paying such fee in full by November 1 of a school year by either check or money order or authorizing payroll deduction of such a fee.
- C. In the event the service fee is not paid, or payroll deduction not authorized by November 1 of a school year, the Board upon receiving a signed statement from the Association indicating that the staff member has failed to comply with this provision, shall immediately notify the staff member that his/her services shall be discontinued at the end of the school year.
- D. The Association agrees to indemnify and save the Board harmless from any liability for damages, costs, attorney's fees (including reasonable mileage, meals, telephone, and lodging) incurred as a result of the Board's compliance with this article. Decisions to appeal the decision of a court or administrative agency relative to the enforcement of this article rest with the Board.

#### **ARTICLE 7 - TEACHER PROTECTION**

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall render assistance to said teacher in connection with the handling of the incident.
- B. If any teacher has a complaint lodged against him/her with a law enforcement agency or issued as a result of any action taken by the teacher while in performance of his/her regularly assigned duties and performing properly in accordance with state and federal laws, rules, and regulations, and in accordance with written Board policy and written administrative regulations, the Board shall render assistance to said teacher in the handling of the incident by law enforcement and judicial authorities.
- C. A teacher shall be released with no loss of pay or benefits to attend such proceedings as may result from a complaint or suit as mentioned in sections A and B, above. Time needed outside the courtroom in connection with such a complaint or incident may be granted with pay at the discretion of the Board.

- D. 1. Teachers may be expected to exercise responsibility with respect to the rights, safety, and property of pupils but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
2. The Board shall reimburse teachers for loss or damage or destruction due to student misconduct while on duty in the school of personal property of a kind normally worn or brought into school, when the teacher has not been negligent, to the extent that such loss is not covered by insurance.
3. The term "personal property" shall not include cash. The term "loss", "damage", and "destruction" shall not cover the effects of normal wear and tear and use.
4. Teachers who bring personal property into the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the immediate supervisor to bring such property into the school. The amount of liability accepted by the school will also be indicated in writing.
- E. A written statement by the Board governing use of corporal punishment of students will be publicized to all teachers.

#### **ARTICLE 8 - CONDITIONS OF EMPLOYMENT**

- A. The administrator and the teacher will work cooperatively in developing work schedules. The administrator retains the final decision relative to all work schedules should mutual agreement on scheduling not be possible. These schedules shall indicate client contact, conference, preparation time, and travel time, to meet the needs of the job responsibilities.
- B. Regular monthly staff meetings will be planned at the beginning of each semester. Attendance at said meetings is required unless excused by the administrator. Meeting will begin as soon as practicable after student dismissal, and shall not exceed 60 minutes in length. The administrator may cancel the monthly meeting if s/he deems it unnecessary. Special meetings may be called in an emergency situation and whenever possible twenty-four (24) hour notice will be given to the staff. When a special meeting is called without 24 hour notice unit members with prior commitments shall be excused by the Administrator.



- C. Unit members shall not be required to substitute for other unit members with the following exception:
  - 1. A member shall sub for another if required by his/her job description, i.e., Title IV-C Consultants substituting so classroom teachers may attend I.E.P.C.'s or Resource Room visitations.
- D. As part of their professional responsibilities, members of the unit may be required to attend no more than five (5) meetings per year after normal hours for such things as parent meetings and open houses.
- E. The parties recognize that the availability of appropriate instructional facilities, equipment and supplies is necessary in providing a high quality of education. The Board agrees, within the limits of its resources, to keep work stations adequately maintained, equipped and supplied. Work stations utilized by persons other than the assigned bargaining unit member shall be returned to a clean and orderly condition ready for instruction to resume when students are scheduled to report.

#### **ARTICLE 9 - LESSON PLANS**

- A. Lesson plans shall be developed by the teacher for his/her use and for substitute teachers.
- B. Such lesson plans shall contain sufficient information and direction so that class may be conducted and normal procedures followed. If the building administrator feels the plans are inadequate, s/he may require the deficiencies be remedied. S/he shall be specific as to the remedies s/he seeks.

#### **ARTICLE 10 - PARKING**

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

#### **ARTICLE 11 - PERSONNEL FILES AND RECORDS**

- A. There shall be one official personnel file for each teacher. Each teacher shall have full access to and may have duplicates of records kept in his or her personnel file except for letters of recommendation of a confidential nature provided prior to employment. This official personnel file shall be

held at the office of the Superintendent, 46 N. Jackson St., Sandusky, Michigan 48471. A representative of the Association may be requested to accompany the staff member in such review. Upon written authorization of the teacher an Association Representative as designated by that teacher may have the same access to the teacher's file.

- B. The only records which shall be kept in the teacher's official personnel file shall be:
1. Professional credentials and letters of recommendation
  2. All evaluation materials
  3. Record of required immunizations
  4. Transcripts of all college work
  5. Relevant professional material which the instructor wishes to have included in the file
  6. All material providing the basis for a disciplinary action or dismissal
  7. Attendance records
  8. Salary statement and teacher's contract
- C. Material shall not be placed in the teacher's personnel file unless a copy of the material has been supplied to the teacher. The teacher may submit a written notation regarding any material placed in the file and have such notation attached to the material in question. In the event the material placed in the teacher's file is the basis for any disciplinary action and such action is challenged and not upheld, all materials supporting such action and the charges thereon shall be removed from the teacher's file.
- D. If the staff member believes that materials placed in his/her file is inappropriate or in error, s/he may receive adjustment through the grievance procedure. If the teacher is asked to sign material placed in his/her files, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material, unless agreement is specified.

## ARTICLE 12 - DISCIPLINE

- A. No teacher shall be disciplined, reprimanded, suspended, or discharged without just cause. Complaints by a parent, student, or other person directed toward a teacher shall be called to the teacher's attention if a permanent record is to be made of such a complaint. The grounds forming the basis of disciplinary action will be made available to the teacher in writing.

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

### **ARTICLE 13 - TEACHING HOURS**

- A. 1. When any five (5) constituent districts close, due to inclement weather, unit members will not be required to report. When schools are opened and evidence determines that unit members are unable to report for work because their health and safety may be threatened by attempting to report, the unit member shall be excused without loss of pay or other adverse effect.
2. The normal work day for all employees covered by this agreement shall not exceed seven and one-half (7 1/2) hours per day, including a thirty (30) minute duty free lunch period. No unit member shall be assigned more than 330 minutes of student contact time per day. On Friday and days preceding recess periods the unit members work day shall end after student dismissal (providing student supervision responsibilities are completed.)
3. Regarding summer Special Education program(s), the length of the work day for teachers and therapists shall not exceed six and one-half (6 1/2) hours including:
- a. A thirty (30) minute duty free lunch,
  - b. Preparation time of sixty (60) minutes, and
  - c. Student contact time of five (5) hours per day (length of student day is determined by State Board of Education Special Education Rules/Guidlines.)
4. Regarding summer Special Education program(s), the rate of pay for teachers and therapists shall be the per diem rate of said employee. The employee, at their option, may work only those hours necessary to meet the requirements of the IEP and be paid their hourly rate for hours worked.
5. Current employees in the position who are certified for said summer positions shall have first opportunity for those positions. If no certified employee applies for the summer position, then other bargaining unit members may apply. If no one currently on staff

apply, then the position may be filled by non-bargaining unit applicants.

6.
    - a. The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar. Said meeting(s) shall occur prior to March 15 of each year.
    - b. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
    - c. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to upgrade his/her skills, the teacher may use his/her personal leave or at his/her discretion apply for unpaid leave time to cover any lost time.
    - d. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated to the extent permitted by law. Those practices and provisions shall be as those contained in Master Agreement of 1984 through 1985-86.
  7. The assignment of such hours in 2 above for Vocational Education Student Service Employees and the location of the work place shall be an administrative decision:
    - a. A maximum of 4 hours per week, in a single block time, shall be allowed.
    - b. Employees shall be given compensatory time for all hours worked outside of the normal school day. The maximum number of compensatory hours that can be accumulated shall not exceed 16 hours to be taken in single (or less) days. The employee shall give three day notice to his immediate supervisor.
- B. All members of the unit shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes.

- C. No departure from these norms except in the case of an emergency shall be made, without prior consultation with the Association.
- D. In pursuit of unit professional teaching responsibilities, the Board agrees that there is a need for research, planning, meeting with parents, material gathering, consultation with various specialists, and other activities. Accordingly, the Board agrees to the following:
1. Unit members will be given seventy-five (75) minutes of planning time per day. During these periods no student contact will be scheduled.
  2. Substitutes will be provided for all program mandated aides.
  3. Every effort shall be made to provide substitutes for other classroom aides.
  4. Planning periods and lunch periods will not be scheduled simultaneously.
- E.
1. Up to six (6) paid days per year per advisor shall be allowed for approved vocational education youth clubs, special education, example muscular dystrophy, and special olympic activities. These days shall be in addition to any personal or professional leave days as defined in Article 18.
  2. Youth Clubs and special education activities advisors shall be allowed to accompany and chaperone students to approved activities at pre-established student/advisory ratios including: leadership development; local district, regional, state and national competition sessions.
  3. Youth Club and special education activities advisors shall meet with their principal/supervisor and/or his/her designee prior to September 30 of each year for the purpose of establishing youth club and special olympic activities.
  4. The Board agrees to provide up to \$5,000 annually for approved youth club activities and up to \$2,000 annually for approved Special Education activities to cover expenses as incurred by advisors as a result of these activities including extra instructional wages, substitute teacher salary, travel, meal and lodging expense. Unit members are permitted to volunteer their services in support of these student activities at no cost or an adjusted cost to the district.
  5. When a unit member voluntarily participates in an approved student activity, during or outside of normal working hours, the unit member

will be reimbursed for any personal out-of-pocket expenses related to the activity, upon presentation of evidence of said expenses. Overtime pay will not be awarded unless agreed to in advance of the specific approved student activity.

6. When a unit member voluntarily participates in an approved student activity during normal working hours, his/her compensation and other benefits shall be maintained.
7. When a unit member's voluntary participation in an approved student activity involves student supervision on a non-scheduled workday the unit member, upon application, will be awarded one day of regular pay for each non-scheduled workday worked.
8. When a staff member is required to attend or participate in an activity outside of normal working hours, except those occasions that are elsewhere specified in this Agreement, compensation will be awarded the unit member based on the formula contained in Article 29, Section F of this Agreement.
9. For the purpose of this section, approved activities shall mean those activities approved in advance by the immediate supervisor and/or the Superintendent.

#### **ARTICLE 14 - TEACHER QUALIFICATIONS & ASSIGNMENTS**

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

employed in the District. Summer School and Adult Education classes are not obligatory, but shall be with the consent of the teachers.

#### **ARTICLE 15 - ASSIGNMENTS, TRANSFERS, VACANCIES**

- A. The Association recognizes that the Board of Education has the exclusive right to make job assignments and transfers, and fill vacancies, subject only to the conditions listed below.
- B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.
- C. Requests by a teacher for a transfer to a different building or position shall be made in writing on forms furnished by the Board, one (1) copy of which shall be filed with the Superintendent and one (1) copy retained by the teacher. The application shall set forth the reasons for the transfer, the school, grade or position sought and the applicant's qualifications and experience. Such requests shall be reviewed once each year. The requests will be void each July 1.
- D. An involuntary transfer will be made only in the following cases:
  - 1. To satisfy the curriculum, educational or financial needs of the Intermediate District; to satisfy problems related to physical facilities, certification or state and/or federal rules and regulations pertaining to the Intermediate District, its constituent Districts and/or its students.
  - 2. Due to revised, new, expanded or reduced program and/or curriculum and/or offerings;
  - 3. Due to permanent or temporary vacancies caused by terminations, leaves or prolonged illness.
- E. The immediate supervisor shall consult with the affected teacher prior to making the final decision during the normal school year. In the summer, if the Board is unable to notify the teacher, it shall notify the Association.
- F. Vacancies may be filled on a temporary or tentative basis until the end of the current school year.
- G. A vacancy will be defined as a position which the Board intends to fill which is covered by this Agreement.

- H. When a vacancy or new position arises, the Superintendent shall post notice of the position within the District's Administrative Offices and buildings and give three copies of said notice to the SIEA President. The notice shall be posted for no less than ten (10) calendar days before the position is permanently filled.
- I. A bargaining unit member may apply for any vacancy. Where more than one candidate is certified and meets the requirements for the position, the most senior bargaining unit applicant will be offered the position. The requirements will be contained on the posting published at the time of the vacancy.
- J. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed up through August 20.
1. The Board will provide an area on the letter of intent where members will indicate their desire to receive a notice of vacancy in the areas which they are certified.
  2. Should a vacancy occur, the teachers who have expressed an interest in said position shall be contacted by the Superintendent and notified of the vacancy.
  3. The teacher so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within the time limits set forth in the posting.
  4. All postings shall be sent to the SIEA President and designee. It shall be the responsibility of the Association to notify the Superintendent of that designee's address.
- K. A bargaining unit member may apply for any administrative vacancy. Where the unit member's credentials are equal to or better than those specified by the job posting, that member shall be interviewed, and shall be given additional consideration for his/her service with the Intermediate District.
- L. All Administrative vacancies and/or newly created positions will be posted in accordance with sections H and J of this article.



## ARTICLE 16 - PROFESSIONAL STAFF MEMBER EVALUATION

- A. The Board recognizes that an evaluation of a professional staff member's performance and programs of assistance are essential to the continual improvement of the instructional programs in the District. Evaluations shall include all duties and functions of the work performed and of the overall performance of the professional staff member. All evaluation procedures shall be reviewed by the immediate supervisor before evaluation takes place.
- B. Probationary professional staff members shall be observed for the purpose of evaluation no more than three (3) times during the school year. If more observations are needed this will be done only after the Association agrees. These observations shall be by the immediate supervisor or other administrator. The three (3) observations shall be spread over the first nine (9) months of service in the school year that the probationary teacher begins his/her service in the School District and the first nine (9) months of each year that s/he serves in a probationary status.
- C. Tenured professional staff shall receive a comprehensive written evaluation every three (3) years. This comprehensive process shall include a conference between the immediate supervisor and the professional staff member whenever possible, but not later than December 15th. At this conference the immediate supervisor and the professional staff member shall reduce to writing the general areas of thrust or direction for the year. The process shall also include observations and conferences for the periodic review of progress toward the planned thrust and in reference to the overall performance. A final conference shall be held previous to May 15th to review a written statement as to the progress that has been made during the year. The professional staff member shall receive a copy of this statement at or before the time of the conference. Prior to November 15th any tenure professional staff member may make a request to the immediate supervisor to be evaluated by the comprehensive process. A professional staff member transferring into a new assignment following November 15th shall have one (1) classroom observation that year.
- D. Each classroom observation shall be made in person and shall be for a minimum of thirty (30) minutes. All monitoring or observation of performance of a professional staff member shall be conducted openly and with the full knowledge of the professional staff member. When requested by the professional staff member, in writing, scheduled observations will be arranged. Such written request shall be submitted to the immediate supervisor by November 15th.

The above will not preclude evaluation of a unit member making a request for scheduled observations on a non-scheduled basis as well.

- E. The professional staff member shall have a conference regarding any observation with the person making the observation within five (5) working days of the observation. A copy of the written evaluation report of the observation shall be submitted to the professional staff member at or before the time of the conference and the professional staff member shall have the opportunity to review this report with the evaluator.

Following this conference a copy of the evaluation is to be forwarded to the personnel office to be placed in the professional staff member's personnel file.

- F. If deficiencies in performance are evidenced, such deficiencies shall promptly be set forth in specific terms and shall identify specific ways in which performance is to improve. A reasonable period of time in which to attain these desired improvements will be recommended. Insofar as possible the development and implementation of plans of improvement shall be a cooperative endeavor between the professional staff member and the administrator.

- G. After initial employment the professional staff member will be provided with a copy of any material pertaining to his/her overall performance which is filed in his/her personnel file. The professional staff member shall be asked to sign material pertaining to his/her performance placed in his/her file. Such a signature shall be understood to indicate his/her receipt of a copy of the material, but, in no instance shall said signature be interpreted to mean agreement with the content of the material. The professional staff member may submit a written notation regarding such material within ten (10) working days of receiving it and the same shall be attached to the file copy of the material. The professional staff member shall be provided the opportunity for administrative review when requested in writing.

- H. In the event it is recommended a professional staff member is not to be continued in employment, the professional staff member shall be advised of reasons in writing.

- I. Each building administrator shall meet annually with a committee of three unit members, selected by the Association, for the purpose of discussing the administration of the instructional programs and services. A written report shall be submitted to the Superintendent signed by the representatives of the Association and the administrator to acknowledge completion of the process.

## ARTICLE 17 - ILLNESS AND/OR DISABILITY

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

school days, if it is certified that the mentioned illnesses were contracted in the course of their employment. If it is certified that additional recovery days are necessary, they shall be granted.

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

#### **ARTICLE 18 - PROFESSIONAL, ASSOCIATION AND PERSONAL LEAVES**

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

The bargaining unit member may be requested to file a written report within one week of his/her attendance at such visitation. The unit member shall receive reimbursement for expenses of mileage, meals, accommodations, and fees.

- B. At the beginning of each school year each teacher shall be credited with two (2) personal days. Applications for the use of these days must be made in writing stating the reasons for such absences at least three (3)

days in advance of the date requested. The three (3) day requirement may be waived at the discretion of the Superintendent. These days may be used only for situations which cannot normally be handled outside school hours. These days may not be used for the day immediately preceding or the day immediately following a holiday and/or vacation period or the first or last day of the school year or on days when the teacher's attendance is individually necessary, such as parent/teacher conference days. Unused personal days will be credited to the next year's Personal Illness leave defined in Article 17.

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

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

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

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

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

While on leave, the teacher shall be considered to be in the employment of the Board. While on leave the teacher shall be compensated at a rate of 50 percent of the salary earned during the year immediately preceding the

leave. The teacher may, subject to the terms of the carrier, be permitted to pay their own fringe benefits through the Intermediate Office. All accumulated contract benefits at the commencement of the Sabbatical remain credited to the teacher upon return from the leave.

An individual on an approved Sabbatical Leave of Absence must return to the District for a period of not less than two (2) years after the completion of the Sabbatical Leave or return the full amount of pay received while on the granted Sabbatical Leave.

#### **ARTICLE 19 - UNPAID LEAVES OF ABSENCE**

A. Leaves of absences without pay for up to one (1) year may be granted upon written request to the Superintendent and approval of the Board. Leaves of absence of less than 13 weeks duration shall be granted by the Board for the specific reasons cited below. A leave of absence may be extended for an additional year at the discretion of the Board of Education. Leaves may be granted for the following:

1. Exchange teaching, overseas dependent schools, Peace Corps, Volunteers In Service to America; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states in writing his/her intention to return to the Sanilac Intermediate School District.
2. Study at an accredited college or university related to his/her professional responsibilities;
3. Military leave granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States;
4. Serving on the staff of or as an officer of the Michigan Education Association or the National Education Association;
5. Campaigning for or serving in a public office;
6. Child Care. An unpaid leave shall be granted to any teacher for the purpose of Child Care, for both a natural or adopted child, or where the bargaining unit member has been named as guardian or foster parent. The actual day when the leave begins may vary from the original date requested depending on the day the bargaining unit member officially becomes guardian and/or foster parent or receives

notice from the adoption agency to take custody of the child, or gives birth.

7. Any other reason satisfactory to the Board.

Note: Under no circumstances may the teacher be gainfully employed during leaves of absence of less than 13 weeks.

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

intention to return to work. S/he shall return to the position held prior to his/her leave, if the position still exists and no extensions have been granted. If there are extensions or the position was eliminated, the employee shall be allowed to return to the first vacancy for which s/he is certified.

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

#### **ARTICLE 20 - INSERVICE, PROFESSIONAL EDUCATION**

- A. In recognition of the rapidly expanding fields of knowledge in the social and scientific fields, the parties hereby agree to establish an Inservice Education Committee composed of three persons appointed by the Board and three persons within the bargaining unit.
- B. The Committee shall have the opportunity to make recommendations to the Board of Education relative to Inservice training.

#### **ARTICLE 21 - STUDENT DISCIPLINE**

- A. The Board will give reasonable support to teachers with respect to the maintenance of discipline in the classroom.
- B. A teacher may exclude a pupil from his/her class for that day, or request administrative assistance concerning a pupil when the seriousness of the offense, the persistence of the misbehavior or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal or the designated representative as promptly as professional responsibilities allow, and in any event by the end of the day, a written report of the incident.
- C. The Association may make recommendations to the Board relative to rules and regulations setting forth the procedures to be utilized to discipline, suspend or expel students for misbehavior.
- D. The rules and regulations regarding student discipline, as determined by the Board, shall be distributed to all staff members at the commencement of each school year.



## **ARTICLE 22 - INSTRUCTIONAL COUNCIL**

The Board and the Association shall establish a Council known as the "Instructional Council". The charge of the Council is to recommend policies affecting the instructional program of the district. The Council shall be made up of three (3) staff members and three (3) representatives appointed by the Board of Education. The Council shall elect a Chairperson and that person shall preside over the meetings. The Chairperson shall call meetings as necessary. The Council may request funds from the Board of Education.

## **ARTICLE 23 - SENIORITY**

- A. Seniority shall be defined as the length of service within the School District as of the teacher's first day of continuous work. In the event of a tie in seniority, individuals so affected will participate in a drawing to determine position on the seniority list. The Association and the unit members so affected will be notified, in writing, of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and association representatives to be in attendance.
- B. A teacher shall lose his/her seniority rights if she/he:
  - 1. Resigns;
  - 2. Retires;
  - 3. Is discharged for just cause;
  - 4. Fails to report upon written notification from a lay-off or recall as provided in the Lay-Off and Recall Article;
  - 5. Is laid off for a period exceeding 28 months.
- C. Seniority shall accumulate during leaves as provided in Article 19 of this Agreement.
- D. The Board shall provided to the President of SIEA a seniority list in October each year, listing the employee's name and seniority date. Deletions and additions will be furnished by memo as they occur.

## **ARTICLE 24 - REDUCTION IN PERSONNEL AND RECALL**

- A. If the Board feels a reduction in staff is necessary, the Board will follow the procedure outlined below.

- B. The Association shall have the right to review the layoff list prior to notification of the unit members to be laid-off.
- C. Lay-off of teachers will be in inverse order of seniority where teachers are certified, licensed or annually authorized for the position.
- D. A unit member displaced by program reduction shall have the right to bump a person on staff with least seniority, providing the unit member is certified, authorized or licensed, and providing the unit member has completed one full year in the area of certification, authorization, or license.
- E. Unit members who are laid-off shall retain all accumulated benefits which shall be reinstated upon return from lay-off. Unit members shall, subject to the terms of the carrier, be permitted to pay their own fringe benefits through the Intermediate office.
- F. Teachers on lay-off shall be recalled in inverse order of lay-off, provided they are certified or may be certified, licensed or may be licensed, are authorized or may be authorized for the vacancy prior to the commencement of teaching duties. No new teachers shall be employed by the Board while there are teachers in the bargaining unit who are laid off, unless laid-off teachers are not properly certified or cannot be certified or authorized prior to the commencement of teaching duties.
- G. Notice of recall shall be sent to the teacher's last known address by certified mail, return receipt requested or by personal service. It shall be the responsibility of each teacher to notify the Board of any change in address. Teachers shall be given up to fourteen (14) calendar days to respond to the recall notice which shall be sent by certified mail, return receipt requested or hand delivered. If the teacher fails to respond within the time limits and/or is unavailable on the date requested, such teacher shall forfeit his/her recall rights and shall be considered as having voluntarily terminated his/her relationship with the Sanilac Intermediate Board of Education.
- H. Teachers on lay-off will at their request be placed on the substitute list and will be given priority for substitute positions.
- I. Teachers to be laid-off may apply for any one of the leaves of absence, for which they are eligible, as described elsewhere in this Agreement. During a period of impending lay-off, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such requests.

- J. If a program is cut back or reduced to half or part-time the affected unit member(s) has the option to accept the reduction or cut back or to be laid-off with full recall rights based on seniority to the same position when that position is resumed on a full time basis.
- K. For the purposes of this Article authorization and certification refer to minimum requirements as established by the State of Michigan. A license is issued by a legally recognized professional board or association as an indication of adequate preparation and training and as a condition of practicing the profession.

#### **ARTICLE 25 - STATEMENT OF COMPLIANCE**

The Sanilac Intermediate School District Board of Education and the Tri- County Bargaining Association shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of the Sanilac Intermediate School District Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

#### **ARTICLE 26 - GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a claim by a unit member and/or the Association of a violation, misinterpretation, or inequitable application of a provision of this Agreement.
- B. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants;
  - 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 3. It shall cite the section or subsections of this contract alleged to have been violated;
  - 4. It shall contain the date of the alleged violation;
  - 5. It shall specify the relief requested.

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

- C. For the purposes of this article, days shall be defined as negotiated work days unless otherwise specified.
- D. Step 1. A teacher or the association believing that a grievance has occurred as defined above shall within 15 days attempt to discuss the grievance with the immediate supervisor. In the event the immediate supervisor is not available, the grievance may then be filed with the administrator's designated representative.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1 or if no disposition has been rendered within ten (10) work days after presenting the grievance, the grievant shall file the grievance in writing within ten (10) work days with the Association's representative and with the Superintendent and a copy will be provided to the immediate supervisor. Within ten (10) work days after receipt of the written grievance, the Superintendent and/or a representative shall arrange for a meeting which will take place in no more than ten (10) work days with the grievant in an effort to resolve the grievance.

Step 3. If the grievant is not satisfied with the disposition of the grievance at Step 2 or if no decision has been rendered within ten (10) work days after the meeting with the Superintendent and/or representative, the grievant shall file a written grievance with the secretary of the Board within ten (10) work days. After receiving the written grievance a hearing on the grievance with the grievant and an Association representative for the purpose of resolving the grievance will be held. The final decision on the grievance at Step 3 will be rendered by the Board at its next regularly scheduled meeting.

Step 4. If the grievance is not resolved at Step 3, it may be submitted to binding arbitration before an impartial arbitrator. The arbitrator shall be selected from the American Arbitration Association in accordance with its rules.

Probationary teachers and other bargaining unit members who have not completed their probationary service cannot arbitrate discharge or the failure to employ.

Tenure teachers and other unit members who have completed their probationary service may contest a discharge through the Tenure Commission or arbitration but not both.

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall render his/her decision in writing on the issues submitted and shall set forth his/her findings and conclusions. Only one (1) grievance at a time may be taken to a particular arbitrator. The parties may by written mutual agreement waive the limitation of one (1) grievance per arbitrator.

Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator may not in effect grant the Association that which the Association was unable to secure in collective bargaining.

The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. All other expenses such as but not limited to witness fees and court reports, shall be paid for by the party incurring the expense.

- E. Any grievance not appealed within the time limit set forth shall be considered settled on the basis of the employer's last answer. If an answer to a grievance is not received within the time limit set forth, it may be appealed to the next level.
- F. In the event a grievance is filed after May 15 of any year, the time limits on the grievance procedure set forth shall be defined as calendar days. These days may be shortened by written mutual agreement so that the grievance may be resolved prior to the end of the school year.
- G. Time limits provided in this article shall be strictly observed but may be extended by written mutual agreement of the parties.
- H. When an alleged grievance originates with the office of the Superintendent or the Board of Education, the grievant may start the grievance procedure at Step 2, provided however that a copy is provided to the immediate supervisor by the grievant.

**ARTICLE 27 - INSURANCE PROTECTION**

A. The Board shall provide without cost to the bargaining unit member MESSA- PAK:

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

For a full (12) month period for the bargaining unit member and his/her entire family. The Board shall sign an Employer participation agreement. In addition to MESSA-PAK, the Board will provide without cost to the bargaining unit member health coverage for sponsored dependents as defined by MESSA for a full twelve (12) month period.

Bargaining unit members not electing MESSA-PAK Plan A will select MESSA- PAK Plan B plus receive \$100.00 per month to be applied to an MEA options. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

**ARTICLE 28 - MILEAGE REIMBURSEMENT**

Mileage reimbursement will be at the rate of twenty-eight cents (\$0.28) per mile payable at this rate upon ratification. Should the Board increase the mileage reimbursement, bargaining unit members shall receive the increase.

**ARTICLE 29 - SALARY**

- A. The 1998-99, 1999-2000, 2000-2001 salary schedules appear in Appendix B.
- B. Semester hours beyond the degree must be requested by the employee and verified by transcript October 1.
- C. Unit members hired after the 1981-82 contract year shall be credited for placement on the salary schedule, one step on the salary schedule for each two years of recent work experience in their area of certification.
- D. All teachers shall be given full credit on the salary schedule for years of teaching experience. Newly hired teachers will in no case be placed initially higher than step eight.
- E. Work experience and teaching experience shall be combined for placement on the salary schedule.
- F. The Board may request and authorize that a unit member work overtime to perform a service or to complete a job. If the member agrees s/he will be compensated at an hourly rate computed as follows:

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

- G. All credit hours applied as qualification for placement on the BA+33/MA, MA/MS+15, and MA/MS+30/Ed Spec Track of the Salary Schedule shall be post graduate educational hours leading to an advanced degree or other hours in the teacher's area of instruction if approved by the Superintendent.
- H. Salary
  - 1. 1998-99-All salary steps and degree levels of the 1997-98 salary schedule shall be increased by 2.6 percent. A longevity payment of five (5) percent of the BA Base shall be paid to each employee completing the salary schedule. The above referenced increase will commence the first full pay period following ratification by both parties.
  - 2. 1999-2000-All salary steps and degree levels of the 1998-99 salary schedule shall be increased by 2.6 percent. A longevity payment of five (5) percent of the BA Base shall be paid to each employee completing the salary schedule.

3. 2000-2001-All salary steps and degree levels of the 1999-2000 salary schedule shall be increased by 2.7 percent. A longevity payment of five (5) percent of the BA Base shall be paid to each employee completing the salary schedule.

I. Commencing with the sixth (6th) day rescheduled due to make up of Act of God days teachers shall receive the following stipend in addition to their salary:

1998-2001                      \$50.00 per day

### **ARTICLE 30 - NEGOTIATION PROCEDURES**

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

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

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

### **ARTICLE 31 - MISCELLANEOUS**

A. This Agreement shall constitute the full and complete commitments between the Association and the Board relative to wages, hours and working conditions. This Agreement shall supercede any rules, regulations or policies which are contrary to the terms of this Agreement.

B. In the event any federal or state law conflicts with any provision of this Agreement, the provision or provisions so effected shall no longer be operative or binding upon the parties, except to the extent permitted by law,



but all other portions of the Agreement shall continue in full force and effect.

- C. Any individual contracts between the Board and any individual teacher heretofore executed shall be subject to the terms and conditions of this Agreement. Any individual contract hereinafter executed shall be in conformance with the provisions of the Master Agreement.
- D. The Board agrees that so long as this Agreement is in effect, there shall be no lockouts. The Association, its officers, and members covered by this Agreement, agree that so long as this Agreement is in effect, there shall be no strikes, sit-downs, sit-ins, slowdowns, withholding of services in whole or in part, stoppages of work, picketing with the purpose being to alter wages, hours and/or working conditions or any other related acts that interfere with the normal operations of the Board.
- E. The parties agree that smoking be prohibited in the Special Education Building, Austin Center and the Vocational Education Building, Sanilac Career Center.

#### **ARTICLE 32 - EDUCATIONAL PROGRAMS**

- A. If during the period of employment with the district a teacher (or group of teachers) has participated in the production of tapes, publications, or educational materials using district materials and equipment or on district time, and in the event that such material or product is copyrighted, trademarked, or sold by the teacher, group of teachers, school district, or other district employee, said teacher or teachers shall receive a proportional amount of all compensation after reimbursement of expenses to the district. Such reimbursement will be at an amount mutually agreed upon by the district and the participants.
- B. Approved resale account invoices will be paid within thirty-five (35) days of the receipt of the purchase order and invoice at the Sanilac Intermediate School District Business Office, 46 North Jackson Street, Sandusky, Michigan.  
  
Resale account program instructors shall forward, in a timely fashion, to the superintendent any complaint received due to a failure by the district to pay an overdue account or any other action/inaction that hinders or adversely affects the ordering and purchasing of supplies and materials necessary to maintain the resale program.
- C. The Board agrees and affirms that the instruction of students through the Sanilac Intermediate School District is the primary function of all bargaining unit

members. The Board also agrees that the resale programs operated at the skill center function as a method of providing realistic work experience for those students enrolled. The Board recognizes that each instructor shares in determining how much resale work is important to the education of his/her students.

- D. The district is committed to assisting students and staff in the achievement of successful adapted vocational education programs, and will strive for appropriate placement of students via the IEPC. The vocational teacher will be notified of and shall be allowed to participate in the IEPC. When it appears that placement may be inappropriate for the student, the unit member may request an IEPC, including an evaluation of the handicapped student's functional vocational level, if appropriate.

### **ARTICLE 33 - SCHOOL CALENDAR**

- A. All aspects of the school calendar, including length of the school year, are negotiable. The school calendar shall be set forth in Appendix A.
- B. The following holidays shall be observed and school shall not be in session:
  - New Year's Day
  - Memorial Day
  - Labor Day
  - Independence Day
  - Thanksgiving Day
  - Christmas Day
  - Good Friday
- C. Designated record days shall be used exclusively for the purpose of record keeping. This time shall be free of student contact and meetings of any kind.
- D. After March 1, 1999 at the request of either party negotiations shall begin for the 1999-2000 school calendar and after March 1, 2000 at the request of either party negotiations shall begin for the 2000-2001 school calendar.

**ARTICLE 34 - DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 1998 and shall continue in effect until the 30th day of June, 2001. Negotiations between the parties shall begin at least ninety (90) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual written agreement of the parties.
  
- B. Copies of this Agreement entitled "Contract Agreement between the Sanilac Intermediate School District and the Tri-County Bargaining Association, MEA/NEA," shall be printed at the expense of the Board. Copies shall be distributed to all teachers now employed and hereinafter employed within thirty (30) days after the Agreement is ratified and signed. The Board of Education has the responsibility of making its personnel policies known to Staff members.

TRI-COUNTY BARGAINING ASSOCIATION

By *Gilbert H. Sizer*  
Chief Spokesperson

By *Jed Davis*  
President

BOARD OF EDUCATION

By *Karl Howard*  
President

By *Tommy V. Parker*  
Secretary

Dated this 11 day of AUG, 1998.

**APPENDIX A - 1998-99 SCHOOL CALENDAR**

**A. 1998-99 CAREER TECHNICAL EDUCATION SCHOOL CALENDAR**

Month	Day	Event	Student Days	Staff Days
August	24	Staff Orientation	5	6
	25	Inservice and workday First day students		
September	7	Labor Day (No school)	21	21
October	19	County Staff Inservice (No school students)	21	22
November	25pm- 27	Fall Recess (No school)	19	19
December	21 Jan 1	Winter Recess (No school)	14	14
January	22	Records Day (No school for students)	19	20
February	12-15	Mid-Winter recess (No school)	18	18
March			23	23
April	2-9	Spring Recess (No school)	16	16
May	31	Memorial Day (No school)	20	20
June	7	Last Day Students	5	5
<b>Total</b>			<b>181</b>	<b>184</b>

Inclement Weather Day Make-Up:  
June 8 thru June 30

Article 8, Section D Sanilac I.S.D. Board of Education/SIEA/TCBA MEA Master Agreement:

As part of their professional responsibilities, member of the unit may be required to attend no more than five (5) meetings per year after normal hours of such things as parent meetings and open houses.

**B. 1998-99 SPECIAL EDUCATION SCHOOL CALENDAR**

Month	Day	Event	Student Days	Staff Days
August	24	First day for staff/in-service	5	6
	25	First day students/noon dismissal Teachers/IST's PM in classrooms		
September	7	Labor Day (No school)	21	21
October	19	County staff in-service (no school students)	21	22
	30	Noon dismissal students Teachers Records PM/IST's Inservice		
November	4	Parent/Teacher Conferences 6:30-9:00 PM - full day staff/students	18	19
	5	Noon dismissal students - Parent/ Teacher Conferences 6:30-9:00 PM Teacher Conferences PM/IST's Inservice		
	6	No school students 8:00 - Noon Conferences Teacher Conferences PM/IST's Inservice		
	25	Noon dismissal students & staff Staff beginning Thanksgiving recess - pm off		
	26-27	No school - Thanksgiving Recess		
December	18	Noon dismissal students & staff	14	14
	21 - Jan 1	Winter Recess - No school		
January	4	School resumes	20	20
	22	Noon dismissal students Teachers Records in PM/IST's Inservice		
February	10	Parent/Teacher Conferences 6:30 - 9:00 PM Full day staff/students	18	18
	11	Noon dismissal students Staff Inservice in PM		
	12-15	No school - Mid-Winter Recess		
	16	School Resumes		
March	26	Noon dismissal students Teachers Records PM/IST's Inservice	23	23
April	2-9	No school - Spring Break	16	16
	12	School Resumes		
May	31	Memorial Day (No school)	20	20
June	3	Noon dismissal students Teachers Records PM/IST's Inservice	4	5
	4	Noon dismissal - last day students Teachers Records PM/IST's Inservice		
	7	Last day for staff - Inservice		
<b>Total</b>			<b>180</b>	<b>184</b>

INCLEMENT WEATHER DAY MAKE-UP

June 7-30, 1999

Article 8, Section D, Sanilac I.S.D. Board of Education/SIEA/TCBA MEA Master Agreement:

As part of their professional responsibilities, members of the unit may be required to attend no more than five (5) meetings per year after normal hours of such things as parent meetings and open houses.

SPECIAL EDUCATION SUMMER SESSION

		<u>Student Days</u>	<u>Staff Days</u>
July 3	No School - July 4 <sup>th</sup> Holiday	21	21
6	No School - Holiday Recess		
August 19	Noon Dismissal Students/Staff	13	13
June 9, 1999	First Day of Summer Program (For the year 1999)	16	16
		—	—
	TOTAL	50	50

**APPENDIX B -TCBA/SIEA SALARY SCHEDULES**

**1998-1999 (2.6%)**

STEP	BA/BS	BA/BS+18	BA/BS+33 MA/MS	MA/MS+15	MA/MS+30 ED SPEC
1	29,238	30,627	32,082	33,606	35,199
2	30,627	32,082	33,606	35,199	36,874
3	32,082	33,606	35,199	36,874	38,627
4	33,606	35,199	36,874	38,627	40,465
5	35,199	36,874	38,627	40,465	42,380
6	36,874	38,627	40,465	42,380	44,394
7	38,627	40,465	42,380	44,394	46,503
8	40,465	42,380	44,394	46,503	48,711
9	42,380	44,394	46,503	48,711	51,026
10	44,394	46,503	48,711	51,026	53,452

**1999-2000 (2.6%)**

STEP	BA/BS	BA/BS+18	BA/BS+33 MA/MS	MA/MS+15	MA/MS+30 ED SPEC
1	29,998	31,423	32,916	34,479	36,114
2	31,423	32,916	34,479	36,114	37,833
3	32,916	34,479	36,114	37,833	39,631
4	34,479	36,114	37,833	39,631	41,518
5	36,114	37,833	39,631	41,518	43,482
6	37,833	39,631	41,518	43,482	45,548
7	39,631	41,518	43,482	45,548	47,713
8	41,518	43,482	45,548	47,713	49,978
9	43,482	45,548	47,713	49,978	52,353
10	45,548	47,713	49,978	52,353	54,841

**2000-2001 (2.7%)**

STEP	BA/BS	BA/BS+18	BA/BS+33 MA/MS	MA/MS+15	MA/MS+30 ED SPEC
1	30,808	32,272	33,805	35,410	37,089
2	32,272	33,805	35,410	37,089	38,855
3	33,805	35,410	37,089	38,855	40,701
4	35,410	37,089	38,855	40,701	42,639
5	37,089	38,855	40,701	42,639	44,656
6	38,855	40,701	42,639	44,656	46,778
7	40,701	42,639	44,656	46,778	49,001
8	42,639	44,656	46,778	49,001	51,327
9	44,656	46,778	49,001	51,327	53,766
10	46,778	49,001	51,327	53,766	56,322

