

6670

8/2003

**AGREEMENT**  
**BETWEEN**  
**BOARD OF EDUCATION**  
**MANISTEE INTERMEDIATE SCHOOL DISTRICT**  
**AND THE**  
**MANISTEE INTERMEDIATE EDUCATION ASSOCIATION, MEA/NEA**

2000-2001  
2001-2002  
2002-2003

*Manistee Intermediate School District*

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AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the Board of Education of the Manistee Intermediate School District, hereinafter called the "Board", and the Manistee Intermediate Education Association, MEA/NEA, hereinafter called the "Association". Personnel represented by the Association shall hereinafter be referred as "professional employees".

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional employees who are regularly employed, certificated, and have a college degree, and perform bargaining unit work, such as, but not limited to: classroom teachers, teacher consultants, social workers, counselors, psychologists, work study coordinators, occupational and physical therapists, and speech therapists.

#### DEFINITION OF TERMS:

1. "Board", when used hereinafter in this agreement, shall refer to the Board of Education of the Manistee Intermediate School District and its administrative employees.
  2. "Regularly employed" shall be defined as employed under a full year contract and full time or employed under a full year contract and part time on a regularly scheduled basis in excess of one-half of a normal work week, exclusive of duty-free lunch.
  3. "Certificated" shall mean those in possession of a valid and appropriate teaching certificate or endorsement recognized by the Michigan State Department of Education, excluding permits, annual authorizations, or other temporary methods of approval that indicate less than full qualification for the professional assignment unless such employment is a prerequisite in any approved program leading to full certification.
  4. "College degree" shall mean a minimum of a bachelor's level degree from a four-year institution of higher learning approved and recognized by the Michigan State Department of Education for the appropriate degreed program.
- B. Specifically excluded from the bargaining unit shall be all others, including, but not limited to superintendent, special education director, special education coordinator, bookkeeper, substitutes, temporary personnel and teacher aides, even if they hold a valid teaching certificate, administrators, supervisors, directors, all personnel with supervisory

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responsibilities, and all staff that do not fully meet the criteria specified in Section A above. All MISD employees not included in the unit shall be deemed excluded from the unit.

- C. The term "employee" when used hereinafter in this Agreement, shall refer to all professional staff members represented by the Association in the bargaining or negotiating unit as above defined.
- D. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### MANAGEMENT RIGHTS

- A. 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 Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the right to:
1. Manage and control the school's business, property, facilities, and equipment.
  2. Direct the working forces, including the right to hire, promote, suspend, discharge or otherwise discipline employees, transfer employees, determine the size of the work force and lay off employees.
  3. Determine the services, supplies, and equipment necessary to continue its operations and programs and to determine the methods, schedules, and standards of operation and the means, methods, and processes of carrying on the work or changes therein and to institute new and/or improved methods or changes therein, including the implementation of new media for instruction, such as telecommunications.
  4. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  5. Adopt reasonable rules and regulations, providing they are not in conflict with the provisions of this Agreement.
  6. Determine the qualifications and conditions for continued employment, dismissal, demotion, discipline, promotion, transfer, or other personnel actions with regard to all employees of the district.
  7. Establish policies governing the selection or training of employees, provided that such selection shall be based upon lawful criteria.



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8. Subcontract services or provide services through cooperative arrangements with other intermediate school districts, school districts or agencies without prior negotiations. The Employer shall not supplant bargaining unit members through subcontracting. In the event that the employer should contemplate the subcontracting of bargaining unit work, the parties shall meet to review the necessity for such subcontracting. This section shall not prohibit use of services offered by the State of Michigan and/or agencies within or outside the State of Michigan which offer unique programs or services not presently available in the school district through current bargaining unit members.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of 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 hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education, including the Management Rights and Prohibited Subjects of Bargaining under P.A.112 of 1994.

The expressed inclusion of any specific rights of the Board anywhere in this agreement shall not exclude or diminish those remaining rights and powers hereby retained by the Board.

In the event of any claim of misinterpretation or misapplication of this agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this agreement.



### ARTICLE III

#### TEACHER/ASSOCIATION RIGHTS

- A. The Association shall have the right to use the Intermediate School Building once per month for membership meetings at no cost to the Association. Association meetings shall be held outside of the hours when professional employees are on duty. Meetings shall be scheduled with the administration.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, (including internet and e-mail) outside of the hours of the regular workday and at lunch hour provided that it shall not interrupt professional employees while on duty.
- C. The Association shall have the right to post notices of activities and other announcements on teacher bulletin board to be located in the staff office area.
- D. The Board agrees to make available to the Association in response to written requests, all available information as required under the Freedom of Information Act and Public Employees Relations Act.
- E. Prior to the Administration's recommendation to the Manistee Intermediate Board of Education of a denial of a professional employee's contract, the Administration shall make every effort to inform the Association President on the matter.
- F. Professional employees shall not be suspended without pay, demoted, or discharged without just cause. The Board agrees to abide by the principles of legal due process whenever bargaining unit members are formally disciplined, including written reprimands.
- G. Professional employees shall be entitled to have a representative from the Association present during a disciplinary action. A request for such representation must be made to the supervisor at the time of notification or as soon after as possible. When such a request has been made, the professional employee may be suspended with pay but no further disciplinary action shall be taken until such representation is present, provided that such request shall not serve to delay any action more than twenty-four (24) hours. Representation shall be provided by the Association immediately, but without disruption of the normal workday

unless so requested by the administration.

- H. The Board agrees to allow professional employees to examine their permanent file as required by PA 397 of 1978 (copy available with Association President). Professional employees shall have the right to examine their personnel files in the central administrative office upon written request two times per calendar year. A representative of the Association may, at the request of the professional employee, accompany the professional employee to examine his or her personnel file. Administration shall schedule the time.
- I. Except for confidential information, a copy of all material placed in an employee's file will be provided to the employee upon request and payment of duplication fee. If an employee disagrees with the information placed in his/her file, s/he may submit in writing the fact s/he disagrees and why. This shall be attached to that particular material.
- J. Should a request be made for personnel information under the Freedom of Information Act, the Board will notify the employee prior to the release unless excepted from such disclosure by law.
- K. Academic Freedom

- A. Rights

The parties agree that age appropriate discussion of historic, scientific, and/or contemporary issues, with access to all relevant information is the heart of the democratic process; therefore, the following rights of teachers in working with students are accepted.

1. The right to study any of the above issues which have political, economic, scientific, social significance.
2. The right to access relevant information.
3. The right to study and discuss age appropriate academic and educational issues, even though they may be controversial or unpopular, provided the content and presentation is professional, relevant, and age appropriate.

- B. Responsibilities

The teacher has the responsibility of treating subject matter and the issues thereto in an objective and scholarly manner.

1. The teacher approaches historic, scientific and/or contemporary issues in classroom in an impartial and unprejudiced manner.

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2. The teacher refrains from using their position and prestige to promote a partisan point of view.
- L. The Employer and the Union agree that neither will discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, legally protected physical characteristics, disability, or marital status. A claimed violation of this article may be the subject of a grievance, but shall not be arbitrated without the written agreement of the Employee, in a form satisfactory to the Employer, to be bound by the Arbitrator's award and to waive any rights to relief in any other forum, such as court litigation. To expedite grievance processing, any grievance which alleges a violation of this section shall be initially filed at Level two of the grievance procedure.

#### ARTICLE IV

##### CASE LOADS, ASSIGNMENTS, AND WORKING HOURS

- A. The annual salary schedules in Appendix B shall be based upon full time employment for the regular school year, which shall be defined, per calendar, thirty-five (35) hours per week, and seven (7) hours per day. Each professional employee shall be entitled to a duty-free lunch period of forty-five (45) minutes within their 7-hour schedule. Classroom teachers shall be entitled to a duty free lunch period of 30 minutes within their 6.75 hour schedule, or have their work day adjusted in lieu of the lunch period. Professional employees working solely in the local school districts, but under the supervision of the Manistee Intermediate School District, shall conform to the schedules of the buildings to which they are assigned, provided they work an equivalent thirty-five (35) hour week or the annual salary is prorated accordingly.
- B. In addition to the normal work day and normal work week, employees may be required to participate in professional activities, such as conferences, staff and committee meetings, parent and student meetings, and in service training, even though they may run beyond the normal working hours. Employees may, on a voluntary basis, participate in special programs, such as Special Olympics, field trips, overnight trips, and the like.
- C. The Administration shall develop the work schedule for each professional employee. Temporary adjustments may be made when a professional employee is required to attend meetings specifically related to fulfilling the obligations of said position, such as IEPCs or parent/student meetings that exceed the normal working week. Such adjustments may include the following options:
1. Compensatory Time. If added time is accrued, released time may be scheduled as partial or full compensation. An employee may accrue compensation time as accumulated sick leave.
  2. Monetary Compensation. If an employee is required to work such added hours and cannot be compensated through work schedule adjustments or if such adjustments cannot be made without negatively affecting student contact time or mandatory timelines, they shall be additionally compensated on a prorated hourly basis unless the employee chooses to accrue the time as accumulated sick leave. Monetary

compensation shall be limited to three days per year in the first year of the contract, four days per year in the second year of the contract, and five days per year in the third year of the contract. Payment to the individual shall be made annually at the end of the fiscal year based upon weekly time sheets submitted by the employee and approved by the immediate supervisor. In the event that an employee has accumulated the maximum number of sick leave days, then the employee shall receive monetary compensation for all unused compensatory time earned prior to April 1 of the current school year.

3. Weekly compensation time shall be computed in fifteen-minute intervals as actually worked. A full 15 minutes must be worked to qualify for added time.
4. Flexible Work Schedule. A flexible work schedule is an option for adjusting the work starting time and/or the work ending time for a regular work day (e.g.: 8:30 A.M. - 3:30 P.M.) A flexible work schedule is considered a change in the regular work day; it must be submitted in writing to the Director of Special Education's secretary for approval by the Director and approval must be received prior to date of the proposed schedule change when possible.

A flexible work schedule change is intended as an alternative to overtime; thus, whenever possible, a flexible work schedule change will not result in exceeding the contractual work day as defined above. In any event, a flexible work schedule change will not result in exceeding the contractual work week as defined above.

A flexible work schedule change will be reserved for the provision of direct services to students or for professional appointments or meetings necessarily scheduled during lunch or before or after the regular work day.

A flexible work schedule change will not result in the cancellation of or decrease in direct service contact time with students; a flexible work schedule change will not result in the cancellation of a previously scheduled meeting which the employee is required to attend.

- D. The Intermediate School District office staff shall be kept informed of each professional employee's schedule during the professional employee's workday.
- E. Each professional employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board.

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- F. Positions requiring more than the standard number of days per year shall be additionally compensated at their prorated hourly rate. Employees, including professional support staff, accepting such positions that require extended year service in the summer (e.g., SMI, PPI) shall have the right to request release from such extension or from a portion of such extension provided a qualified and acceptable substitute can be found. Further, Administration retains the right to offer contract extensions to individuals of its choosing. Such assignments shall be made by March 15. Requests for release from such assignments shall be made prior to April 1. Openings caused by the possible granting of such requests shall be posted for a period of ten (10) working days. The Administration must respond to requests for release not later than May 1.
- G. Mentor
1. Each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor. The mentor shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide an experienced individual who can offer assistance, resources, and information in a non-threatening and collegial fashion.
  2. A mentor shall be assigned in accordance with the following:
    - a. Participation as a mentor shall be assigned by the administration from those who apply.
    - b. An effort will be made to match mentors and mentees who have the same area of certification or work assignment.
    - c. Subject to renewal each year, the mentor assignment shall be for (1) year and shall be reviewed by the administration.
    - d. If the administration, mentor, or mentee find that the mentor/mentee relationship is not satisfactory, it can be severed at the end of the semester or year, by the mentee, mentor, or administration.
  3. Upon request, the administration may make available reasonable release time so the mentor may work with the mentee in his/her assignment during the regular work day.
  4. No later than the end of the first year that a bargaining unit member serves as a mentor, he/she shall attend a workshop or conference as directed by the administration for the purpose of training the bargaining unit member to serve as the mentor. This does not eliminate attending conferences related to the mentor's professional field. Appropriate expenses shall be paid by the school district.
  5. Mentors shall be paid a stipend of \$300 per semester.



**ARTICLE V**

**SNOW DAYS**

- A. When the Manistee Intermediate School District is not in session due to inclement weather, professional staff members shall not be required to report for work. On a day when a school or building is not in session because of inclement weather, or other reasons, the itinerant staff members assigned to said building shall report to their designated Intermediate facility. When opening of a school, a building, or a district is delayed, staff shall report as directed.
- B. On a day when a school building is closed or start time is delayed because of inclement weather, or other reasons, the professional staff members assigned solely to said building, shall follow the building rules. This does not pertain to the Manistee Intermediate itinerant staff.
- C. When a local school district is closed after 12:00 o'clock noon because of inclement weather, or other reasons, the itinerant employee scheduled to work solely in that district for the remainder of the day may be released by the MISD administration from professional responsibilities at the same time that the local professional staff is released.
- D. Under all the above provisions, a professional employee shall not suffer loss of pay nor have such days charged against any of their leave time.
- E. When laws and/or rules mandate the making up of days which are lost because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions; or if it is necessary to make up such days in order to avoid loss of state aid, the Board has the right to reschedule such days and employees shall work on the rescheduled days without additional compensation. Employees under the supervision of the Intermediate School District and assigned solely to a local school district shall make up the days without additional compensation if they are rescheduled by the local school district.
- F. Failure to report to work as directed or required by contract or policy may result in loss of pay or make-up for time lost. Flagrant violation, falsification, or repeated abuse could result in disciplinary action.



**ARTICLE VI**  
**SICKNESS/DISABILITY LEAVE**

- A. At the beginning of each school year, all professional employees working full-time for the regular school year shall be credited with ten (10) days of sick leave. All professional employees working the summer program shall be credited with one (1) sick leave day per month worked. Any employee terminating their employment prior to a full year of service shall have deducted from credited sick days one day for each month less than a full year of service. Should the employee have used more days than months of service, each day beyond months of service shall be deducted from their paycheck. Should the employee die, the employer agrees to include all sick pay accumulated during the year in the settlement to the employee's designated beneficiary.
1. Employees working less than full time, as defined in Article IV, shall receive sick leave credit on an hourly basis in proportion to full time equivalency.
  2. Unused sick leave days may be accrued to a total of one hundred and ten (110) days.
  3. Sick leave days may be used for personal illness or disability. Up to ten (10) days per incidence and/or twenty (20) days per year may also be used if it is necessary for the employee to be absent to care for an ill or disabled member of the immediate family (spouse, children, parents, grandparents, brothers, sisters, and mother/father-in-law) and resident household members. These limits are applicable to all non-personal illness. These limits may be extended with administrative approval.
  4. After a minimum of five (5) years of service with the district, a severance incentive pay shall be provided of fifty-percent (50%) of final daily rate of pay for fifty-percent (50%) of each unused day of personal sick leave accumulation upon retirement, death, resignation or permanent disability.
- B. Second pay of October of each year, professional employees shall be provided with a statement of his/her accumulated sick leave days and seniority list.
- C. Verification of illness or ability to return to work may be required, including verification by a physician mutually agreed upon by the Board and the Association.
- D. Any proven abuse of sick leave may result in loss of pay for the days missed in addition to other discipline up to and including discharge.

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- E. Upon verification by the Health Department and/or physician, an employee absent from work because of head lice, pink eye, impetigo, or scabies shall suffer no diminution of compensation and shall not be charged with loss of sick leave days.
- F. An employee who is unable to work because of illness or disability, whether personal, immediate family, or household member, 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 or until the end of the school year in which the illness or disability occurred, whichever occurs sooner. In the case of personal disability, the leave shall be renewed upon written request by the employee for the following school year. Such written request shall be received by the employer not less than thirty (30) days before the beginning of that school year.
- G. If an employee is absent due to injury, incurred in the course of the employee's employment, the employee may be paid the difference between his/her regular salary and workers' compensation benefits by using sick leave for a period equal to the number of days the employee had accumulated at the date of injury. Insurance benefits provided by this agreement shall terminate on the last day of the first month of the school year which follows the school year in which the injury occurred, subject to carrier restrictions.
- H. Pursuant to the Family and Medical Leave Act of 1993, employees who have been employed at least 12 months and have actively worked 1256 hours during that 12 months are entitled to unpaid leave of up to 12 weeks:
  - 1. upon birth or adoption of a child;
  - 2. when needed to care for a spouse, child or parent who has a serious health condition; or
  - 3. when the employee is unable to perform his/her job because of the employee's own serious health condition.

Such employee may use other appropriate leave provisions under this contract before applying for leave under this section; however, the 12 weeks required under the Act shall be "*initiated and include*" all such use." Further, once unpaid leave is approved under this section, other leave provisions will no longer be available.

During the 12 weeks of leave required under the law, the employer shall maintain all benefits then provided to the employee. During any "*unpaid leave*" the provisions of this article prevail to the extent permitted by the Act.

If an employee fails to return from an unpaid leave under this section, all insurance

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premiums paid by the employer during that period shall be reimbursed to the employer by the employee within 60 days of invoicing.

The FMLA fiscal year shall be September 1 to August 30.

**ARTICLE VII**

**PERSONAL BUSINESS LEAVE**

- A. Each regularly employed professional staff member shall be granted three (3) personal business leave days per contract year. Those employees working the entire summer session shall be granted one (1) additional personal business leave day. Personal business leave is to be used for the transaction of business which cannot be conducted outside of the employee's normal working schedule. Personal business days may not be used for other regular employment.
- B. No specific reason may be required in the request for personal business leave.
- C. A personal leave day shall not be used prior to or following any scheduled vacation or holiday nor be used for make-up days.
- D. In the event that multiple requests for the same date of leave are made, only one (1) professional employee per every five professional employees, or fraction thereof, per building shall be granted said leave on a first- come, first-served basis.
- E. Violations of the provisions of this article or falsification of information shall be subject to discipline up to and including discharge.
- F. If personal business is used for outside work related to his/her position and for which a stipend/honorarium is paid, the employee shall return such pay to the district.
- G. Any unused personal business leave, or portion thereof, shall be accrued at the end of the year as sick leave.

**ARTICLE VIII**

**FUNERAL/BEREAVEMENT LEAVE**

- A. Funeral/Bereavement Leave shall be granted with pay for a professional employee for a period not to exceed five (5) working days annually.
- B. In cases requiring out-of-state travel, personal business leave or compensatory time days for travel time may be allowed at the discretion of the Superintendent.
- C. In the event an employee has used the time allowed in Section A of this Article and suffers the loss of more than one immediate family member during that year, the superintendent may grant additional days to be used for said funeral/bereavement leave.

## ARTICLE IX

### LEAVES OF ABSENCE WITHOUT PAY

- A. A written request for an unpaid leave of absence shall contain a statement certifying that the employee intends to return upon expiration of the leave or any extension of the leave. A leave of absence may be granted for a Board approved education leave for a period not to exceed one (1) year to any professional employee having successfully completed the probationary period. The Board may grant other leaves of absence.
- B. Any request for an extension or renewal of a leave must be made in writing. Requests for renewal or extension must be made in writing and received by the Board at least sixty (60) days before the expiration date of the leave. A renewal or extension shall not exceed one (1) year. If an employee fails to return upon the expiration of his/her leave or if a written request for renewal or extension is not received by the Board before the expiration deadline date of the leave, this shall be irrebuttably and conclusively deemed to constitute the employee's official resignation as an employee of the Manistee Intermediate School District.
- C. All such leaves of absence are without pay and without sick leave accumulation and without Board paid insurance benefits; however, sick leave and seniority previously accumulated will not be lost. If permitted by the insurance carrier, employees on leave may continue their insurance protection during their leave by either making the required monthly payment or forwarding the required monthly payment to the Board in advance of the due date. Unless otherwise specified, a leave of absence shall:
1. Entitle the professional employee to return to his/her last assigned position or a substantially equivalent position. This is subject to Article II of this agreement pertaining to management rights and Article XVII of this agreement pertaining to layoff and recall.
  2. Not entitle the professional employee to seniority accrual nor to advancement on the salary schedule for the time away from actual employment.

Leave of absence may be terminated at any time by mutual agreement between the professional employee on leave and the Board.

- D. One unpaid leave of absence per year for up to five (5) days may be granted for personal reasons provided such leave is requested at least ten (10) days in advance. The Superintendent shall evaluate all requests on their merits. His/her decision shall be final,

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non-grievable, and non-precedent setting.

- E. An unpaid leave, up to ninety (90) calendar days, shall be granted to any bargaining unit member for child care or adoption. In either case, Board-paid insurance will not exceed ninety (90) calendar days, whether initiated under anticipated disability leave or this section.
- F. Pursuant to the Family and Medical Leave Act of 1993, employees who have been employed at least 12 months and have actively worked 1256 hours during that 12 months are entitled to unpaid leave of up to 12 weeks:
1. upon birth or adoption of a child;
  2. when needed to care for a spouse, child or parent who has a serious health condition;  
or
  3. when the employee is unable to perform his/her job because of the employee's own serious health condition.

Such employee may use other appropriate leave provisions under this contract before applying for leave under this section; however, the 12 weeks required under the Act shall be "*initiated and include*" all such use. Further, once unpaid leave is approved under this section, other leave provisions will no longer be available.

During the 12 weeks of leave required under the law, the employer shall maintain all benefits then provided to the employee. During any "*unpaid leave*" the provisions of this article prevail to the extent permitted by the Act.

If an employee fails to return from an unpaid leave under this section, all insurance premiums paid by the employer during that period shall be reimbursed to the employer by the employee within 60 days of invoicing.

- G. An employee who leaves the employment or the District for active service in the Armed Forces of the United States under the provisions of any law of the United States or the State of Michigan, shall, upon application for re-employment, be entitled to whatever reinstatement privileges are established by such laws.



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## ARTICLE X

### JURY DUTY AND/OR LEGAL PROCEEDINGS

An employee who is summoned for jury duty or subpoenaed to give testimony in any judicial matter shall be compensated for the difference between his/her regular pay for that period and the pay received for the performance of the obligation, provided that s/he notified the Administration within one (1) week upon being so summoned or subpoenaed and submit proper documentation of pay received within one (1) month of receipt. Employees shall report to work if they are released before the end of the work day. The above shall not apply when either the employee or the MIEA/MEA is a party litigant. Mileage reimbursement paid for by the court shall be retained by the professional employee.

## ARTICLE XI

### ANTICIPATED DISABILITY LEAVE

- A. If an employee desires a leave of absence due to an anticipated disability (e.g., scheduled surgery, pregnancy, etc.) the employee shall notify the Superintendent prior to the anticipated date of the desired leave. If possible, notice shall be given no later than sixty (60) days prior to the anticipated date of the desired leave. An employee shall be entitled to a leave of absence without pay for up to one (1) year in the event of an anticipated disability.

The leave shall be extended for up to one school year if such is requested in writing at least thirty (30) days prior to the termination date of the initial leave.

- B. An employee who requests and is granted an unpaid leave of absence for anticipated disability shall have his/her health insurance coverage paid by the Board for the first ninety (90) calendar days of the leave. An employee has the right to use accumulated sick leave during any period the employee is unable to work due to disability.
- C. In the event an anticipated disability leave is granted due to pregnancy and there is a miscarriage or death of the object child of the leave, the employee shall return to work within thirty (30) calendar days of the miscarriage or death unless a physician recommends continuation of the leave in writing.
- D. It is expressly understood that anticipated disability leave is available only during the period in which the employee is unable to work. A physician's statement of ability/inability to work shall be the basis of implementation of this section.

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## ARTICLE XII

### ASSOCIATION LEAVE DAYS

At the beginning of every school year, the Association shall be credited with two (2) days to be used in not less than one-half day segments, by any bargaining unit member who is an officer or agent of the Association; such use to be at the discretion of the Association President and limited to two (2) members per occasion. The Association shall pay to the District a prorated amount equal to the current substitute teacher daily rate if a substitute is required.

**ARTICLE XIII**

**CONFERENCE TIME**

- A. Professional employees will be paid for leave days for approved conferences. Conferences may be funded up to actual cost, excluding membership dues. The Superintendent may establish budgetary limits and restrictions for any or all conferences. Such limits shall be communicated to the Association by October 1. Professional employees will notify their immediate supervisor at least two weeks (may be waived by the administration) in advance of their intent to attend any such conference. Mileage for such conferences will be submitted on the form supplied by the Superintendent and receipt for meals, lodging and fees must be submitted in order to be paid by the Board. The Superintendent shall consider the following in making the final determination for approval: availability of funds, relationship of the conference to employee's discipline, quality of conference, availability of a substitute, whether or not there is a conflict with a scheduled ISD in service and/or IEP meeting, the location of the conference, the number of employees requesting the same conference, length and time of conference, number of working days to be missed, and other similar reasons. Approval/disapproval of the request, when made two weeks in advance, will be made known to the professional employee applicant not less than one week prior to the scheduled commencement date of the conference. If a conference request is disapproved, the reason(s) for disapproval shall be furnished to the applicant at the time of notification of disapproval. The applicant has the right to a conference with the Superintendent to discuss the reason(s) for disapproval prior to the scheduled commencement date of the conference. As a matter of principle, it is agreed that these professional meetings and conferences are important to the professional staff member.
- B. The Board agrees to pay up to Fifty Dollars (\$50.00) for payment of dues in one professional organization. The Board agrees to pay up to One Hundred Dollars (\$100.00) for payment of dues in one professional organization in the second year and up to One Hundred Fifty Dollars (\$150.00) for payment of dues in one professional organization in the third year. Such organization shall be related to the employee's job responsibilities. Membership in the Manistee Intermediate Education Association, MEA and NEA shall not be reimbursed.

**ARTICLE XIV**

**STAFF EVALUATION**

- A. As a matter of principle, it is agreed that evaluation of Manistee Intermediate professional employees is a positive endeavor and the purpose is to assist employees in their attempts to improve job performance. Assistance will be given in a constructive manner.
- B. All evaluations shall be reduced to writing with a copy to the professional employee. For any area designated by the administrators on the evaluation form as "needs improvement" or "unsatisfactory", specific comments shall be written to clarify the concerns. An administrator shall hold an evaluation meeting with the employee for the purpose of discussing the written evaluation, identifying ways to evidence improvement and assistance offered by the employer towards that improvement.
- C. A professional employee who disagrees with an evaluation may submit a written response which shall be attached to the file copy of the evaluation form.
- D. Classroom teachers shall be observed in the classroom for not less than a total of 30 minutes. One or more observations may occur. Itinerant staff members may also be observed. All monitoring or observation by the ISD administration of the work of the professional employee shall be conducted with the full knowledge of the employee.  
  
Probationary professional employees shall be evaluated at least twice during the school year. The first evaluation shall be completed on or before January 15. Observation for the second evaluation shall be completed not less than 60 calendar days from the first evaluation.  
  
Non-probationary professional employees shall be evaluated at least once during the school year. Observations for evaluations shall be completed by May 1. The employee shall be notified of the evaluation conference date by May 1.
- E. The Staff Evaluation Form, included herein as Appendix F, shall be the basic instrument used for staff evaluation. Additional formats may be mutually agreed upon between the administrator and the professional employee, who may request Association representation. The Association will be notified when additional formats are constructed.
- F. The content of any evaluation is not subject to the grievance procedure; however, non-adherence to the procedures set forth in Article XIV shall be grievable. Failure to meet

timelines shall not vitiate the evaluation.

## ARTICLE XV

### GRIEVANCE PROCEDURE

- A. A "grievance" is a claim, based upon a professional employee's, or group of professional employees' belief that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The "grievance procedure" shall not apply to any matter which is covered by law, or State regulations, or over which the Board is without power to act. An "aggrieved person" is the person or persons making the claim.
- B. Grievances may be filed by: Individual professional employees, a professional employee and the MIEA, or the MIEA. A written grievance must identify the name(s) of the grievant(s) and whether or not the MIEA is a party. Nothing contained herein shall be construed to prevent any individual professional staff member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.
- C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One

a. Informal

Professional employee(s) with a possible grievance shall first discuss the issue with the immediate Administrative Supervisor within ten (10) school days from the time of the incident over which the professional employee(s) is/are aggrieved. At the option of the professional employee(s), an Association representative may be invited to be present while the issue is discussed. Every effort shall be made to resolve the issue informally.

b. Formal

If the issue is not resolved, the matter shall be reduced to writing by the grievant(s)

and submitted to the immediate Administrative Supervisor within five (5) school days from the time of the discussion between the grievant(s) and the immediate Administrative Supervisor. Within five (5) school days after presentation of the written grievance, the immediate Administrative Supervisor shall give his/her answer in writing to the grievant(s).

2. Level Two

In the event that the aggrieved person(s) is/are not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved may file the grievance in writing with the Superintendent. The grievance must be filed with the Superintendent within ten (10) school days from the date of the disposition of the grievance at Level One or the date the disposition at Level One was due, whichever occurs earlier. Within ten (10) school days after the Superintendent receives the grievance, s/he may meet with the aggrieved professional employee(s) in an effort to resolve the grievance. In the event no decision was rendered at Level One, the Superintendent shall meet with the aggrieved professional employee(s) within ten (10) school days after receiving the grievance. The Superintendent's decision on the grievance shall be rendered in writing within ten (10) days after such meeting or after it has been received.

3. Level Three

If the grievance is not settled at Level Two, it may be referred in writing to the Board of Education within ten (10) school days after receipt of the decision in Level Two. If the Superintendent fails to render a decision within the time limits set forth in Level Two, the grievance may be referred in writing to the Board within ten (10) days of the date the Superintendent's answer was due. The grievant(s) may submit for the Board's consideration a written statement summarizing the evidence and/or rationale presented at Levels One and Two as to why the grievance should be granted. If new evidence or rationale is introduced, however, the grievance shall be remanded to Level Two, with a decision to be rendered by the Superintendent within five (5) school days. The Board shall hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. Within forty-five (45) school days after receipt of the grievance, the Board shall render a decision on the grievance and present it in writing to the aggrieved professional employee(s). The Board's decision is final. The board may consolidate separate grievances when the issues, the occasion, or incident are reasonably connected. The term *Areasonably connected*≡ is grievable.



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- D. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder shall be processed through the grievance procedure until resolved.
- E. During the summer months following the approximately 183 day academic year, the term "school days", when used in this article, shall refer to calendar days exclusive of Saturdays, Sundays, and legal holidays.
- F. If an employee, for whom a grievance is sustained, is found to have been unjustly discharged, s/he shall be reinstated with up to full reimbursement of compensation lost. If an employee is found to have been unjustly charged or deprived of compensation, the Board shall consider reimbursement of compensation lost and clearing the record.

ARTICLE XVI

VACANCIES AND PROMOTIONS

- A. A "vacancy" shall be defined as a newly created position within the bargaining unit or a present position within the bargaining unit that is unoccupied by reason of the permanent separation (by resignation, death, discharge, retirement, etc.) of the employee formerly in the position. No "vacancy" shall exist for purposes of this article unless and until the Board, in its sole discretion, shall determine to fill any such position. The Board agrees that it is desirable in filling vacancies in the bargaining unit, including vacancies in summer programs, to do so by actively considering each request from within its own staff. Whenever a vacancy in the bargaining unit arises or is anticipated, the Superintendent or his designee shall give not less than seven (7) days written notice (not including Saturdays, Sundays, and legal holidays) to the Association President before the position is filled. In addition, the position shall be posted on the teachers' bulletin board.
- B. Nothing herein shall prevent the Board from making temporary assignments of personnel from applicants who are not currently under contract with the Manistee Intermediate School District, and when choosing to permanently fill such temporary assignments the Board shall not be limited to applicants from within the bargaining unit or to the persons temporarily assigned to such positions. When the terms and conditions of employment for the temporary assignment meet the criteria for *regularly employed* as defined in article I(A)(2), then the board shall document a reasonable effort to find and hire a certified person to fill the position. If a suitable person cannot be found within one year from the date of temporary employment, then the time limit may be extended by mutual agreement between the association and the board.
- C. Whenever a supervisory vacancy arises or is anticipated, the Superintendent or his/her designee shall give not less than seven (7) days written notice (not including Saturdays, Sundays, and legal holidays) to the Association President before the position is filled. In addition, the position shall be posted on the teachers' bulletin board.
- D. If a vacancy occurs during the school year, the Board shall have the right to fill the vacancy on an interim basis until the end of the school year, at which time it shall be posted and filled in accordance with this article. Further, in the event an employee on layoff status is certified and qualified for a vacancy, the Board shall have the right to either fill the vacancy pursuant to this article or fill the vacancy by recalling the laid off staff member.

## ARTICLE XVII

### LAYOFF AND RECALL PROCEDURE

- A. Should changes in student populations, financial conditions, or other factors cause the Board to determine that an elimination of or reduction in programs and/or personnel is necessary or appropriate, the following procedure shall prevail:

To the extent applicable, the requirements of the Michigan Teacher Tenure Act shall be observed by the Board in its implementation of any layoff or recall, and no layoff or recall decision required by said Act shall be deemed prohibited by any provision of this Agreement. An employee who elects to process layoff/recall violations through the Michigan Tenure Commission shall waive his rights to the Grievance Procedure.

- B. Seniority

The term "seniority", as hereinafter used, shall be defined as the total continuous years of professional service to the Manistee Intermediate School District and calculated from the last date that professional services were first rendered by the bargaining unit member. Time spent on approved leave of absence or layoff shall not be construed as a break in service nor shall it count toward accrued seniority. There will be one seniority list maintained on a district-wide basis. This list will be circulated at the beginning of the school year to all employees. The list will include years of experience and graduate credit hours, and each employee shall review his own credentials and make known any error to the Superintendent within twenty (20) work days. In the event two (2) or more employees have the same length of service within the district, seniority will go first to the employee who has had the most experience outside the district. Should the length of service both inside and outside the district be the same, then the employee with the greater number of graduate hours shall be granted higher seniority.

- C. Layoff Procedure

Employees shall be laid off in the inverse order of seniority provided that there is a senior employee available who is qualified to fill the position of the laid off employee and provided that, in the event a specific program is eliminated, causing that employee to be displaced, there is no other position occupied by a less senior employee for which that displaced employee is qualified.

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1. The Board, through its agents, will determine the curriculum and the positions which should be eliminated, reduced, or continued.
2. If for any reason the Board anticipates a reduction in staff, it shall, before taking action, consult with the Association to receive recommendations regarding priorities and procedures to be followed. Such recommendations shall not be binding upon the Board, but will merely serve as suggested guidelines, except that procedures as outlined by the contract shall be followed.
3. To the extent permitted by law, probationary employees shall be laid off first by seniority, provided that there is a tenured employee who is certified and qualified to perform the duties of the position being vacated by the probationary employee, unless such position is being eliminated altogether.
4. If further reduction is necessary, teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority or the specific position to which the Board determines the teacher with less seniority shall be assigned.
5. Except in cases of emergency, the Board shall give a minimum of sixty (60) calendar days notice of layoff prior to the effective date of any reduction in personnel to the individuals involved. Layoffs may be implemented at any time of the year.

Laid off personnel shall not lose vested benefits accrued during the previous school year.

D. Recall Procedure

The Board shall re-hire employees in the inverse order in which they were laid off provided that:

The employee is certified and/or qualified to perform the duties of the position to be staffed as determined by the Board. An employee shall have fifteen (15) calendar days to accept or reject an offer of recall. The fifteen (15) calendar day time period shall begin to run from the date of receipt of the notice of recall. If an employee does not accept an offer of recall within the fifteen (15) calendar day period, this shall conclusively and irrebuttably constitute the employee's voluntary resignation from employment unless the employee had the right to reject the offer of recall pursuant to the Michigan Teachers' Tenure Act. Notice shall be

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given to the employee at the last address furnished by the employee in writing. Notice shall be sent to the employee by registered or certified mail, return receipt requested. An employee may refuse recall to a position which is not at least equal in wages and benefits to the position held prior to layoff and remain eligible for recall under the provisions of this Article.

In recall, professional employees who are on layoff and under contract with another public school district, shall retain recall rights.

An employee's recall rights shall be lost in the event the employee is not recalled within three (3) years from the effective date of layoff.

**ARTICLE XVIII**

**AGENCY SHOP**

- A. As a condition of employment, an employee who is not a member of the Association in good standing shall either make application for membership within thirty (30) days from the date of commencement of employment or pay a service fee to the Association. The service fee shall be in a legally permissible amount not to exceed Association membership dues and the fee shall be determined in a legally permissible manner.
- B. The parties expressly recognize that the failure of any professional employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment. The Association shall indemnify and save the Manistee Intermediate School District, its Board of Education, individual Board members, and Administrative employees, harmless from any and all costs, liability, demands, claims and causes of action, including unemployment benefits, witness costs and attorney fees, or other incidental costs of prosecution or defense which may result or be related to enforcement or application of this article, provided:
1. The Employer agrees to give timely notice of such action to the Association so that the Association can intervene if it so desires, and
  2. The Employer agrees to cooperate with the Association and its counsel in making relevant information available at both trial and appellate levels.

**ARTICLE XIX**

**COMPLETION OF AGREEMENT**

A. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. Matters of common concern may be subject to negotiations during the period of this Agreement upon request and mutual agreement of both parties.

B. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

C. Savings

This Agreement is subject in all respects to the laws of the State of Michigan and the United States with respect to the powers, rights, duties and obligations of the Board and the Association. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions shall remain in effect for the duration of this Agreement.



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**ARTICLE XX**

**NO STRIKE PROVISION**

The Association agrees that it will not engage in a strike action or work stoppage as said term is defined by the Public Employment Relations Act, including any sympathy strikes, against the Manistee Intermediate School District during the duration of this Agreement.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. Payroll deductions shall be made available to professional employees for the following: (a) approved tax-sheltered annuities; (b) Filer Credit Union; (c) United Fund; (d) union dues; and (e) employer insurance options. Additional deductions may be made upon employee request and approval of Superintendent. Unless court ordered, deductions will not be made without written approval by the employee.
- B. If any provision of the Agreement or any application of the Agreement to any professional employee or group of professional employees shall be found contrary to law, then such provisions or applications shall be deemed null and void except to the extent permitted by law. All other provisions or applications shall continue in full force and effect. Either party may ask to meet and confer relative to these issues created by law change and resulting agreements could be placed as addenda to this agreement.
- C. Copies of this Agreement shall be printed at the expense of the Board and one copy shall be presented to each bargaining unit member now employed or hereinafter employed by the Board.
- D. The Association agrees that any enforcement binding on the Board is equally binding on the Association and the professional employees.
- E. Probation
- All professional employees new to the Manistee Intermediate School District must satisfactorily complete a probationary period of four (4) years. As required by law, this period may be reduced for those with prior teacher tenure. For professional employees without teaching certificates and having prior experience, the probation period may also be reduced.
- F. Part-Time Staff
- Part-time professional employees who qualify for membership in the Association will be paid an hourly pay rate calculated by dividing the salary for the appropriate step on the Master Agreement Salary Schedule by the number of normal work hours for a full-time employee. Said hours will be computed by multiplying the required number of work days

per year times

the scheduled hours of employment for a regular full-time employee as identified in Article IV of this agreement.

A part-time employee, once employed, will continue to be paid at their initial step on the salary schedule until that employee has accumulated work hour experience at MISD that equals eighty (80%) percent of the hours scheduled for a full work year, provided, however, that the employee will not be moved to the next step of the salary schedule until the beginning of the contract year following the actual accumulation of the eighty (80%) percent work hours. All benefits, excluding insurance, but including seniority and leave, will be earned and/or accumulated on an actual prorated basis when compared to full-time regular employment for that classification.

Insurance benefits for part-time employees are addressed under APPENDIX C, Section B.

G. Consolidation

"Consolidation" in this section shall apply to the consolidation annexation, and/or dissolution of the school district.

The Employer shall notify the Association if district consolidation is placed on a Board agenda for action. Prior to any final action, the Employer shall meet with the Association for purposes of discussion.

H. A Site-Based Management Committee shall have no authority to abrogate the terms of this Agreement.

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**ARTICLE XXIII**

**DURATION OF AGREEMENT**

The provisions of this Agreement shall be effective Monday, August, 28, 2000 and shall continue in full force and effect until the official starting date of the 2003-2004 school year.

IN WITNESS WHEREOF, the parties hereto set their hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE MANISTEE INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION:

\_\_\_\_\_  
President  
Gene Lagerquist

\_\_\_\_\_  
Secretary  
Jacob Helms

FOR THE MANISTEE INTERMEDIATE EDUCATION ASSOCIATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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**PROPOSED CALENDAR 2000 - 2001**

|                        |                                                                                                                                                     |                    |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| July 3-11, 2000        | No School                                                                                                                                           |                    |
| July 12-Aug. 25        | Return to school, ½ days                                                                                                                            | 33 days            |
| August 28, 2000        | First day of new year, no students                                                                                                                  |                    |
| August 29, 2000        | First day for students                                                                                                                              |                    |
| August 30, 2000        | Professional Development day-Itinerant Staff                                                                                                        |                    |
| September 1-4          | No School-Labor Day weekend                                                                                                                         |                    |
| September 5, 2000      | Return to school                                                                                                                                    |                    |
| September 15, 2000     | Teacher In-service - Students attend school 12:00 to 2:45                                                                                           |                    |
| October 6, 2000        | In-service day - Itinerant Staff                                                                                                                    |                    |
| October 27, 2000       | Teacher In-service - Students attend school 12:00 to 2:45                                                                                           |                    |
| November 10, 2000      | Positive Behavior Supports                                                                                                                          |                    |
| November 17, 2000      | Teacher In-service - Students attend school 12:00 to 2:45                                                                                           |                    |
| November 23-24, 2000   | Thanksgiving                                                                                                                                        |                    |
| December 1, 2000       | AUEN                                                                                                                                                |                    |
| December 8 or 15, 2000 | Teacher In-service - Students attend school 12:00 to 2:45<br>Will depend on Christmas Program, the date will be announced later in the school year. |                    |
| December 15, 2000      | Last day before Christmas break                                                                                                                     | 75 student<br>Days |
| January 2, 2001        | Return to school                                                                                                                                    |                    |
| January 19, 2001       | Teacher Inservice - Students attend 8:40 to 11:30                                                                                                   |                    |
| February 16, 2001      | Teacher Inservice - Students attend 8:40 to 11:30                                                                                                   |                    |

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|                 |                                                   |             |
|-----------------|---------------------------------------------------|-------------|
| March 16, 2001  | Teacher Inservice - Students attend 8:40 to 11:30 |             |
| April 2-6, 2001 | Spring Break                                      |             |
| April 13, 2001  | Good Friday, 1/2 day                              |             |
| April 20, 2001  | Teacher Inservice - Students attend 8:40 to 11:30 |             |
| May 18, 2001    | Teacher Inservice - Students attend 8:40 to 11:30 |             |
| May 28, 2001    | Memorial Day                                      |             |
| June 7, 2001    | Last Student day for TMI                          | 180 S. days |
| June 11, 2001   | Last day for staff                                | 185 T. days |
| June 8, 2001    | First Student day for Summer program              | 17 S. days  |

Center programs in session on these dates:

|                   |                              |
|-------------------|------------------------------|
| November 10, 2000 | Professional Development day |
| December 1, 2000  | Professional Development day |
| February or March | Professional Development day |

**PROPOSED CALENDAR 2001-02**

|                   |                                    |         |
|-------------------|------------------------------------|---------|
| July 2-13, 2001   | No School                          |         |
| July 16-Aug. 24   | Return to school, 1/2 days         | 30 days |
| August 27, 2001   | First day of new year, no students |         |
| August 28, 2001   | First day for students             |         |
| Aug. 31-Sept. 3   | No School-Labor Day weekend        |         |
| September 4, 2001 | Return to school                   |         |



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|                      |                                             |                            |
|----------------------|---------------------------------------------|----------------------------|
| November 22-23, 2001 | Thanksgiving                                |                            |
| December 19, 2001    | Last day before Christmas break             | 78 student<br>Days         |
| January 2, 2002      | Return to school                            |                            |
| February or March    | Professional Development day                |                            |
| March 29, 2002       | Good Friday, 1/2 day                        |                            |
| April 1-5, 2002      | Spring Break                                |                            |
| May 27, 2002         | Memorial Day                                |                            |
| May 31, 2002         | Last Student day for TMI                    | 180 S. days<br>185 T. days |
| June 5, 2002         | Last day for staff                          |                            |
| <b>June 3, 2002</b>  | <b>First Student day for Summer program</b> | <b>20 S. days</b>          |

Center programs in session on these dates:

|          |                              |
|----------|------------------------------|
| October  | Professional Development Day |
| November | Professional Development Day |

**PROPOSED CALENDAR 2002-03**

|                         |                                    |         |
|-------------------------|------------------------------------|---------|
| July 1-12, 2002         | No School                          |         |
| July 15-Aug. 26         | Return to school, ½ days           | 30 days |
| August 26, 2002         | First day of new year, no students |         |
| August 27, 2002         | First day for students             |         |
| August 30- Sept.2, 2002 | No School-Labor Day weekend        |         |
| September 3, 2002       | Return to school                   |         |

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|                      |                                      |                            |
|----------------------|--------------------------------------|----------------------------|
| November 28-29, 2002 | Thanksgiving                         |                            |
| December 20, 2002    | Last day before Christmas break      | 79 student<br>Days         |
| January 2, 2003      | Return to school                     |                            |
| April 7-11, 2003     | Spring Break                         |                            |
| April 18, 2003       | Good Friday, 1/2 day                 |                            |
| May 26, 2003         | Memorial Day                         |                            |
| May 30, 2003         | Last Student day for TMI             | 180 S. days<br>185 T. days |
| June 4, 2003         | Last day for staff                   |                            |
| June 3, 2003         | First Student day for Summer program |                            |

Center programs in session on these dates:

|          |                       |
|----------|-----------------------|
| October  | Prof. Development Day |
| February | Prof. Development Day |
| March    | Prof. Development Day |

This calendar provides for 180 days of attendance for all students and 50 days of summer attendance for PPI/SMI students.

In addition to the professional days specified above, this calendar allows for 10 partial days of inservice for PPI/SMI/TMI staff, each inservice period to be 2.5 hours in length. Students will not attend school during the 2.5 hour inservice periods.

The parties shall meet when LEA calendars are set and review the calendars proposed in this contract. Adjustments may be made by mutual agreement to better serve students.

APPENDIX B

SALARY SCHEDULE & OTHER PROVISIONS

| 2000-01        | EXPERIENCE | BA     | BA +20 | MA OR<br>BA +30 | MA +20 OR<br>MA/50 | MA +30 OR<br>MA/60 |
|----------------|------------|--------|--------|-----------------|--------------------|--------------------|
|                | 0          | 30,518 | 31,063 | 33,881          | 34,425             | 34,969             |
|                | 2          | 32,759 | 33,304 | 36,553          | 37,098             | 37,642             |
|                | 5          | 36,121 | 36,665 | 40,563          | 41,107             | 41,651             |
|                | 10         | 41,723 | 42,268 | 47,244          | 47,789             | 48,333             |
|                | 15         | 44,524 | 45,069 | 50,585          | 51,130             | 51,674             |
|                | 20         | 44,524 | 45,069 | 53,926          | 54,471             | 55,015             |
|                | 25         | 44,524 | 45,069 | 57,267          | 57,812             | 58,356             |
|                | 30         | 44,524 | 45,069 | 58,604          | 59,149             | 59,692             |
| <b>BASE</b>    | 30,518     |        |        |                 |                    |                    |
| <b>2001-02</b> | 0          | 31,434 | 31,995 | 34,897          | 35,459             | 36,019             |
|                | 2          | 33,742 | 34,303 | 37,650          | 38,212             | 38,772             |
|                | 5          | 37,205 | 37,766 | 41,780          | 42,341             | 42,901             |
|                | 10         | 42,975 | 43,537 | 48,663          | 49,224             | 49,784             |
|                | 15         | 45,861 | 45,069 | 52,104          | 52,665             | 53,225             |
|                | 20         | 44,524 | 45,069 | 55,545          | 56,106             | 56,666             |
|                | 25         | 44,524 | 45,069 | 58,986          | 59,547             | 60,108             |
|                | 30         | 44,524 | 45,069 | 60,363          | 60,924             | 61,484             |

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BASE 31,434

|         |    |        |        |        |        |        |
|---------|----|--------|--------|--------|--------|--------|
| 2002-03 | 0  | 32,251 | 32,827 | 35,805 | 36,380 | 36,955 |
|         | 2  | 34,619 | 35,195 | 38,629 | 39,205 | 39,780 |
|         | 5  | 38,172 | 38,747 | 42,866 | 43,442 | 44,016 |
|         | 10 | 44,092 | 44,668 | 49,927 | 50,503 | 51,078 |
|         | 15 | 47,053 | 45,069 | 53,458 | 54,034 | 54,608 |
|         | 20 | 44,524 | 45,069 | 56,989 | 57,564 | 58,139 |
|         | 25 | 44,524 | 45,069 | 60,519 | 61,095 | 61,670 |
|         | 30 | 44,524 | 45,069 | 61,932 | 62,507 | 63,082 |

BASE 32,251

1. The salary schedule shall become effective on the first scheduled work day of the regular school year, providing a ratified contract is effective for that year. Proof of semester hours qualifying for added salary must be presented prior to the first pay of the contract year in order to be effective during that contract year. "MA/50" identifies MA programs requiring 50 hours. "MA/60" identifies an earned 10 hours of qualifying course work after and beyond the "MA/50."
2. Full experience may be allowed on schedule for school experience outside the Manistee Intermediate School District. Up to five (5) years may be allowed on salary schedule for employment requiring a college degree and providing experience related to the position for which the professional employee will be hired.
3. "Per diem" shall be defined as the employee's present salary, per above schedule, divided by the number of work days as specified in the regular work year under Article IV. Employees under contract to work at a MISD summer program will be paid their per diem for each day worked beyond the regular work year.
4. All hours earned towards a step on the negotiated pay schedule shall have prior approval of the administration and shall be applicable to the professional employee's job and or toward completion of an advanced degree in his/her field or one approved by the employer.

**APPENDIX C**

**INSURANCE BENEFITS**

**EQUIVALENT** of MESSA PAK Plan is not meant to be a replacement of MESSA PAK Plan.

**Section A**

The employer agrees to provide each full-time professional employee the equivalent of the MESSA-PAK Plan as specified in the 2000-01 coverages with the addition of negotiated long term disability insurance for a full twelve (12) month period. The cost of the plan to the employer shall be the insurance cost up to a 7% cap.

The contract shall retain a 7% cap on insurance increases during the life of the negotiated agreement. The Board agrees to hold in escrow any difference between the actual cost of the insurance premium and the 7% cap. These monies are to be used to protect against future cost increases that could exceed 7%. The Board shall incur no monetary liability in excess of the funds in escrow should premium increases exceed available funds. Any remaining funds at the end of the life of the contract shall remain the responsibility of the Board.

Any contribution exceeding the employees subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups as allowed by the carrier.

**Plan A: For employees needing health insurance**

|                                 |                                    |
|---------------------------------|------------------------------------|
| Health                          | Super Care 1                       |
| Negotiated Life                 | \$30,000 AD & D                    |
| Negotiated Long Term Disability |                                    |
| Vision                          | VSP-2                              |
| Dental                          | 100X: 80/80/80: \$1,800 ortho. cap |

**COST: To be determined annually.**

**Plan B: For employees not needing health insurance**

|                                 |                                     |
|---------------------------------|-------------------------------------|
| Negotiated Life                 | \$30,000 AD & D                     |
| Vision                          | VSP-2                               |
| Negotiated Long Term Disability |                                     |
| Dental                          | 100X: 80/80/80 = \$1,800 ortho. cap |

**COST: To be determined annually.**

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Only those bargaining unit members who have health insurance through another source may enroll in Plan B. The bargaining unit member must sign a waiver of health coverage form certifying that they are indeed covered elsewhere and that they are waiving coordination of benefits coverage with the other plan. In doing so, they may then apply the difference in cost between Plan A and maximum toward Cafeteria options and/or select cash which may then be placed in an approved 403-b tax-deferred annuity plan.

Plan C: For employees not needing health insurance nor dental insurance

|                                 |                 |
|---------------------------------|-----------------|
| Negotiated Life                 | \$30,000 AD & D |
| Vision                          | VSP-2           |
| Negotiated Long Term Disability |                 |

**COST: To be determined annually.**

Only those bargaining unit members who have dental care through another source may enroll in Plan C. The bargaining unit member must sign a waiver of dental coverage form certifying that they are indeed covered elsewhere and that they are waiving coordination of benefits coverage with the other plan. In doing so, they may then apply the difference in cost between Plan C and maximum toward Cafeteria options and/or select cash which may then be placed in an approved 403-b tax-deferred annuity plan.

Plan D. For employees not needing health insurance nor vision insurance

|                                 |                                     |
|---------------------------------|-------------------------------------|
| Negotiated Life                 | \$30,000 AD & D                     |
| Negotiated Long Term Disability |                                     |
| Dental                          | 100X: 80/80/80: \$1,800 ortho. cap. |

**COST: To be determined annually.**

Only those bargaining unit members who have vision care through another source may enroll in Plan C. Plan C enrollees must sign a vision care waiver form verifying that they are waiving their coordination of benefits with the other plan. In doing so, they may apply the difference in cost between Plan D and maximum toward the Cafeteria options and/or select cash which may then be placed in an approved 403-b tax-deferred annuity plan.

Plan E: For employees not needing health insurance nor vision nor dental insurance

|                                 |                 |
|---------------------------------|-----------------|
| Negotiated Life                 | \$30,000 AD & D |
| Negotiated Long Term Disability |                 |

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Only those bargaining unit members who have both dental and vision care through another source may enroll in Plan E. Plan E enrollees must sign a dental and vision care waiver form verifying that they are indeed covered elsewhere and that they are waiving coordination of benefits with the other plan. In doing so, they may apply the difference in cost between Plan E and maximum toward Cafeteria options and/or select cash which may then be placed in an approved 403-b tax-deferred annuity plan.

**COST: To be determined annually.**

### **Section B**

The employer agrees to provide each part-time professional employee the MESSA Plan identified below (Plan F) for a full twelve (12) month period for the professional employee and/or his/her entire family. The employers subsidy shall be limited and calculated as determined in Article XXI.

All part-time employees scheduled to work fifty percent (50%) or more of a normal working schedule shall be eligible for negotiated insurance benefits under the following guidelines:

1. Employees working fifty percent (50%) to seventy-nine percent (79%) are eligible for:
  - a. Single subscriber rate or
  - b. A prorated portion of full-family or member and spouse/child.
2. Employees working eighty percent (80%) or more are eligible for one hundred percent (100%) of negotiated insurance benefits available for full-time employees.

Part-time employees who have health insurance through another source shall be provided with an amount equal to that provided under Section A of this Appendix, prorated to their actual percentage of full-time regular employment.

#### **Plan F: Super Care 1**

|                     |                                   |
|---------------------|-----------------------------------|
| <b>COST: Single</b> | <b>To be determined annually.</b> |
| <b>Two-party</b>    | <b>To be determined annually.</b> |
| <b>Family</b>       | <b>To be determined annually.</b> |



**Section C**

**CAFETERIA PLAN**

The Cafeteria Plan under IRS Section 125 shall include:

1. Group term life insurance (Section 79 of the Code),
2. Accident or health plan coverage (Sections 105 and 106 of the Code) and options provided by carrier,
3. Participation in a cash or deferred arrangement (Section 401(k) of the Code),
4. Coverage under a short-term/long-term disability plan. See Prop. Treas. Reg. s1.125-2, Q/A 4(a)(2),
5. Coverage under an accidental death and dismemberment policy. See Prop. Treas. Reg. s1.124-2, Q/A 4(a)(2).

**Section D**

**ASSURANCES**

It is agreed that the coverage provider shall have no authority to alter nor increase any specific coverages or limitations during the term of this contract unless negotiated with the employer. A letter of such assurance will be submitted to the employer.

**Section E**

**CONTINGENCY**

It is recognized that changing conditions may give rise to a mutual desire to consider alternative providers or packages for insurance benefits. It is agreed that either party may request further negotiations on Appendix C (**excluding** the amounts to be paid by the employer) during the life of this agreement without opening any other parts of the agreement.

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**APPENDIX D**

**MILEAGE PAYMENT**

Professional employees who travel by car in the performance of their duties shall be reimbursed at the rate per mile permitted by the IRS as non-taxable in the tax year immediately preceding the contract year.

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**APPENDIX E**

**TUITION REIMBURSEMENT**

Since the Board and the Association support the principle of continuing training of professional employees, the Board shall pay up to seventy-five (\$75.00) dollars per earned credit hour for on and/or off campus graduate work for the 2000-01 year. The Board shall pay up to one hundred (\$100.00) dollars per earned credit hour for the 2001-02 year and up to one hundred twenty-five (\$125.00) per credit hour for the 2002-03 year. These classes shall have prior approval of the administration and shall be applicable to the professional employee's job and/or toward completion of an advanced degree in his/her field or one approved by the employer. It is agreed that these classes shall not include those required to maintain certification.

**APPENDIX F**  
**MANISTEE INTERMEDIATE STAFF EVALUATION**  
 \_\_\_\_\_ **SCHOOL YEAR**

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Evaluator:** \_\_\_\_\_

**Assignment:** \_\_\_\_\_

\_\_\_ Tenure    \_\_\_ 4<sup>th</sup> Probation    \_\_\_ 3<sup>rd</sup> Probation    \_\_\_ 2<sup>nd</sup> Probation    \_\_\_ 1<sup>st</sup> Probation  
 \_\_\_ Completed Probation    \_\_\_ School Psychologist    \_\_\_ Occupational Therapist    \_\_\_ School Social Worker

| <b>FOCUS AREA: Professionalism</b>                                                                                                                  | Above Average | Satisfactory | Needs Improvement | Unsatisfactory |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|-------------------|----------------|
| Is attentive to grooming and attire                                                                                                                 |               |              |                   |                |
| Is dependable and prompt                                                                                                                            |               |              |                   |                |
| Communicates well with parents                                                                                                                      |               |              |                   |                |
| Works to get support and cooperation                                                                                                                |               |              |                   |                |
| Responds well to constructive criticism                                                                                                             |               |              |                   |                |
| Uses time wisely                                                                                                                                    |               |              |                   |                |
| Follows policies and procedures                                                                                                                     |               |              |                   |                |
| Follows proper paper channels of communication when seeking assistance                                                                              |               |              |                   |                |
| Is discreet with confidential information                                                                                                           |               |              |                   |                |
| Works to improve professional skills and expertise                                                                                                  |               |              |                   |                |
| Can be depended on to follow through                                                                                                                |               |              |                   |                |
| Is flexible when required, adapting to unforeseen changes                                                                                           |               |              |                   |                |
| Is responsible to routine matters, understands roles of school and agency staff in on-going provision of service, examples: paperwork, IEP services |               |              |                   |                |
| Maintains objectivity in difficult situations                                                                                                       |               |              |                   |                |
| Is perceptive about the changing moods and/or needs of the students                                                                                 |               |              |                   |                |
| Demonstrates ability to interpret students needs to school personnel and parents                                                                    |               |              |                   |                |
| Staff demonstrates knowledge of current laws/guidelines                                                                                             |               |              |                   |                |

**COMMENTS:**

| <b>FOCUS AREA: Classroom Organization</b>                                                                                                                                                           | <b>Above Average</b> | <b>Satisfactory</b> | <b>Needs Improvement</b> | <b>Unsatisfactory</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|--------------------------|-----------------------|
| Time management allows students to optimize their time on task                                                                                                                                      |                      |                     |                          |                       |
| Maintains individual written student schedules which correspond with the daily instructional classroom plan                                                                                         |                      |                     |                          |                       |
| Maintains written schedules, with specific responsibilities, for all classroom staff and has on file with the supervisor and office staff                                                           |                      |                     |                          |                       |
| Classroom is an attractive learning environment                                                                                                                                                     |                      |                     |                          |                       |
| Student records are secure in the classroom so as to protect confidentiality                                                                                                                        |                      |                     |                          |                       |
| Coordinates the scheduling of MET and/or IEP meetings in a timely matter                                                                                                                            |                      |                     |                          |                       |
| Prepares paperwork at the appropriate times in order to facilitate meaningful meetings (i.e., invitation, IEP forms including Present Levels of Performance report, pertinent goals and objectives) |                      |                     |                          |                       |

**COMMENTS:**

| <b>FOCUS AREA: Classroom Atmosphere</b>                               | <b>Above Average</b> | <b>Satisfactory</b> | <b>Needs Improvement</b> | <b>Unsatisfactory</b> |
|-----------------------------------------------------------------------|----------------------|---------------------|--------------------------|-----------------------|
| A productive atmosphere is present at all times                       |                      |                     |                          |                       |
| Teacher demonstrates the ability to instruct students at their level. |                      |                     |                          |                       |
| Student activity is well-managed                                      |                      |                     |                          |                       |
| Classroom incidents are handled while preserving classroom order      |                      |                     |                          |                       |
| Smooth transitions are evident throughout the school day              |                      |                     |                          |                       |
| Teacher provides students with purposeful educational activities      |                      |                     |                          |                       |
| Teacher insures safety in and out of the classroom                    |                      |                     |                          |                       |
| Is empathetic to the students                                         |                      |                     |                          |                       |
| Accepts students even when they exhibit unacceptable                  |                      |                     |                          |                       |

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|                                                         |  |  |  |  |
|---------------------------------------------------------|--|--|--|--|
| behavior                                                |  |  |  |  |
| Teacher maintains respect and courtesy in the classroom |  |  |  |  |

**COMMENTS:**

| <b>FOCUS AREA: Classroom Instruction</b>                                  | <b>Above Average</b> | <b>Satisfactory</b> | <b>Needs Improvement</b> | <b>Unsatisfactory</b> |
|---------------------------------------------------------------------------|----------------------|---------------------|--------------------------|-----------------------|
| Lessons are well organized and sequenced                                  |                      |                     |                          |                       |
| Reviews formerly mastered concepts                                        |                      |                     |                          |                       |
| Helps students understand current objectives                              |                      |                     |                          |                       |
| Appears comfortable with students                                         |                      |                     |                          |                       |
| Capitalizes on events and circumstances creating new learning experiences |                      |                     |                          |                       |
| Responds appropriately to students' moods                                 |                      |                     |                          |                       |
| Recognizes opportunities for positive rewards                             |                      |                     |                          |                       |
| Reinforces each student in a manner appropriate to him or her             |                      |                     |                          |                       |
| Is receptive to new techniques and methods                                |                      |                     |                          |                       |
| Verbal or physical prompts are provided as needed to assist students      |                      |                     |                          |                       |

**COMMENTS:**

**Non-Classroom Staff**

| <b>FOCUS AREA: Organization</b>                                                                               | <b>Above Average</b> | <b>Satisfactory</b> | <b>Needs Improvement</b> | <b>Unsatisfactory</b> |
|---------------------------------------------------------------------------------------------------------------|----------------------|---------------------|--------------------------|-----------------------|
| Time management allows for appropriate delivery of service and completion of evaluation following guidelines. |                      |                     |                          |                       |
| Maintains individual student records which correspond with IEP requirements                                   |                      |                     |                          |                       |
| Student records are secure in staff office to protect student confidentiality                                 |                      |                     |                          |                       |
| Prepare paperwork at appropriate times in order to                                                            |                      |                     |                          |                       |

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|                                                             |  |  |  |  |
|-------------------------------------------------------------|--|--|--|--|
| facilitate meaningful meetings (i.e. IEP forms, MET reports |  |  |  |  |
| Is receptive to new techniques and professionalism methods. |  |  |  |  |

**COMMENTS:**

| <b>FOCUS AREA: Non-Classroom &amp; Professional Traits</b>             | <b>Above Average</b> | <b>Satisfactory</b> | <b>Needs Improvement</b> | <b>Unsatisfactory</b> |
|------------------------------------------------------------------------|----------------------|---------------------|--------------------------|-----------------------|
| Staff demonstrates the ability to instruct students at their level.    |                      |                     |                          |                       |
| Student activity is well-managed                                       |                      |                     |                          |                       |
| Is empathetic to the students                                          |                      |                     |                          |                       |
| Staff maintains respect and courtesy with all students.                |                      |                     |                          |                       |
| Diagnostic Reports are understandable                                  |                      |                     |                          |                       |
| Diagnostic skills are:                                                 |                      |                     |                          |                       |
| Intervention skills are:                                               |                      |                     |                          |                       |
| Knowledge of Materials/Resources                                       |                      |                     |                          |                       |
| Staff demonstrates knowledge of current research/trends                |                      |                     |                          |                       |
| Staff provides written recommendations that are realistic and helpful. |                      |                     |                          |                       |

**COMMENTS:**



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**Staff Member's Annual Self-Improvement Goal:**

| <u>Staff Member</u> | <u>Year</u> | <u>Recommendation</u>                     | <u>Date</u> |
|---------------------|-------------|-------------------------------------------|-------------|
|                     |             | <u>Recommendations/Plan of Assistance</u> |             |

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I, the undersigned, have discussed the above evaluation with a designated representative of the Manistee Intermediate School District. My signature is merely an acknowledgment of the evaluation and verification that I have received a copy.

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Char Myers, Director of Special Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX G**

**GRIEVANCE REPORT FORM**

|                                                                                                                            |                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Grievance #<br><br>MANISTEE INTERMEDIATE SCHOOL DISTRICT<br><br>Submit in Duplicate to Immediate Administrative Supervisor | <u>Distribution of Form:</u><br><br>1. Immediate Administrative Supervisor<br>2. Superintendent<br>3. Association<br>4. Grievant |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                 |                   |                            |
|-------------------------------------------------------------------------------------------------|-------------------|----------------------------|
| <u>Building</u>                                                                                 | <u>Assignment</u> | <u>Name of Grievant(s)</u> |
| <u>Type of Grievant(s): (Circle)</u><br><br>Individual    -    Individual and MIEA    -    MIEA |                   | <u>Date Filed</u>          |

**LEVEL ONE**

A. Date Cause of Grievance Occurred

B. 1. Statement of Grievance

2. Relief Sought

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

C. Disposition by Immediate Administrative Supervisor

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Signature - Immediate  
Administrative Supervisor

Date

D. Position of Grievant(s) and/or Association

Signature

Date

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**LEVEL TWO**

- A. Date Received by Superintendent or Designee
- B. Disposition of Superintendent or Designee

Signature

Date

- C. Position of Grievant(s) and/or Association

Signature

Date

**LEVEL THREE**

- A. Date Received by Board of Education or Designee
- B. Disposition by Board

Signature

Date

