

6/24/03

6/30/2003

# AGREEMENT

Between The


***MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT***

And The

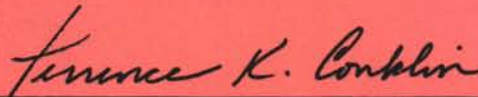
***MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT  
EDUCATION ASSOCIATION MEA-NEA***

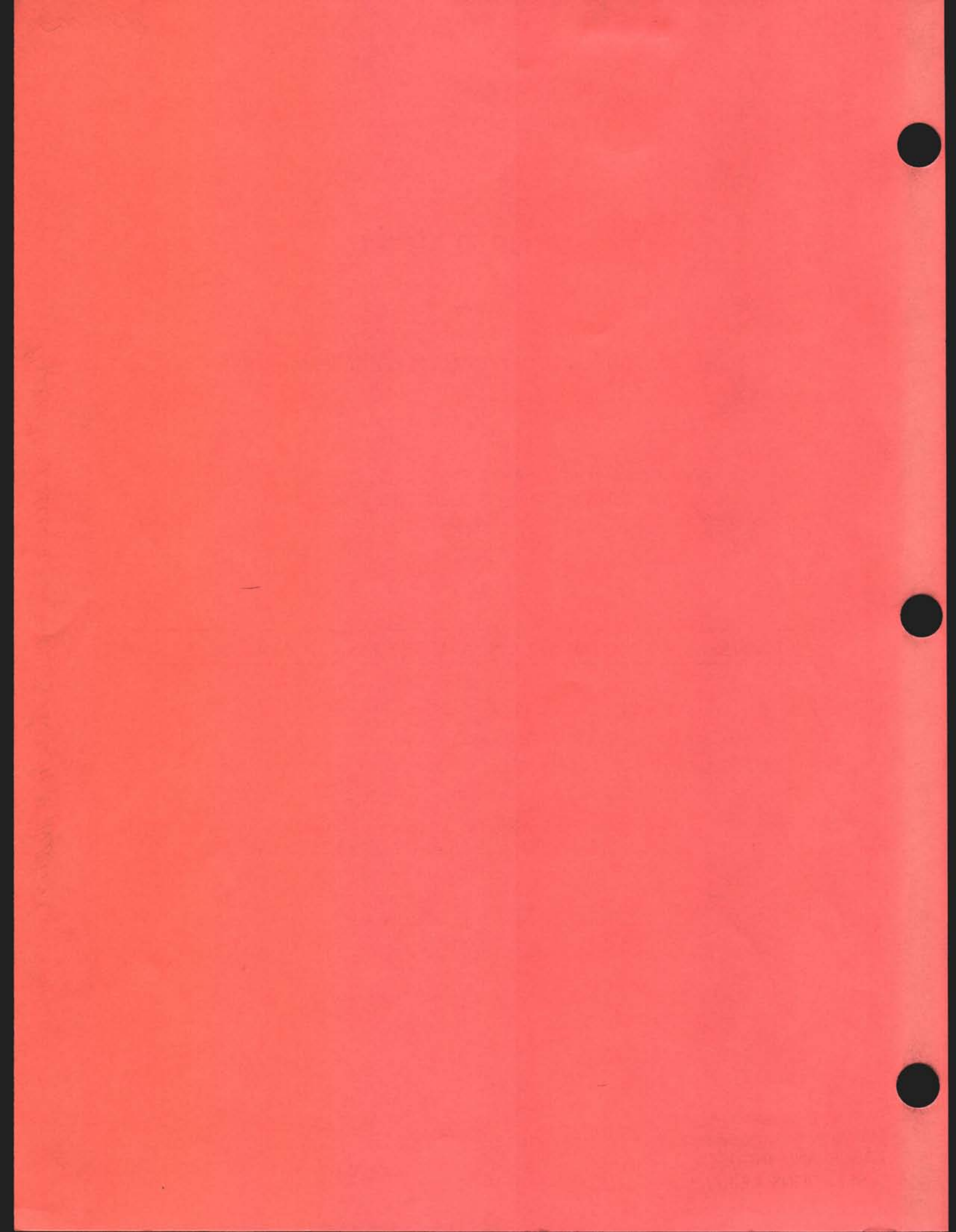
*Mecosta-Osceola Intermediate School District*

**RATIFIED BY MOISD MEA/NEA ASSOCIATION AUGUST 31, 2000**

  
\_\_\_\_\_  
*Iggy Kontala, MOISD/EA Chief Negotiator*

APPROVED BY MOISD BOARD OF EDUCATION THURSDAY, AUGUST 24, 2000

  
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*Terrence K. Conklin, Superintendent*



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1 **ARTICLE I - RECOGNITION**

2 *A. Association Defined*

3 Pursuant to the Public Employment Relations Act, as amended, the Mecosta-Osceola  
4 Intermediate School District Board of Education (hereafter referred to as the  
5 "District" or the "Board") hereby recognizes the Mecosta-Osceola Intermediate  
6 School District - Education Association of MEA/NEA (hereafter referred to as the  
7 Association) as the exclusive representative for the purposes of collective bargaining  
8 with respect to rates of pay, hours and other terms and conditions of employment for  
9 the entire term of the Agreement for the Mecosta-Osceola Intermediate School  
10 District employees including:

11 Teachers of the mentally impaired, teacher consultants, school social  
12 workers, school psychologists, teachers of speech and language  
13 impaired, teachers of the hearing impaired, teachers of the physically  
14 and otherwise health impaired, teachers of the emotionally impaired,  
15 teachers of the severely multiply impaired, occupational therapists,  
16 physical therapists, teachers of the educable mentally impaired,  
17 teachers of preprimary impaired, teachers of autistic impaired and Part  
18 H/Child Find Coordinator (when not an administrative assignment).

19 But excluding:

20 Superintendent, administrative/supervisory personnel, office clerical,  
21 hourly employees, paraprofessionals, and maintenance and operating  
22 employees and bus drivers, Career Center employees, tutors,  
23 substitutes and all others.

24 The term "employee," when used hereinafter in this Agreement, shall refer to all  
25 employees represented by the Association in the bargaining or negotiating unit as  
26 above defined, and reference to male employees shall include female employees.

27 *B. Sole Recognition*

28 The Board agrees not to negotiate with any union other than the Association for the  
29 duration of this Agreement regarding employees covered by this Agreement.

30 *C. Employee Rights*

31 Nothing contained herein shall be construed to deny or restrict any employee rights  
32 he/she may have under the Michigan Revised School Code.

1 D. *Agency Shop*

- 2 1. Each bargaining unit member shall, as a condition of employment, on or before  
3 thirty (30) days from the date of commencement of duties or the effective date  
4 of this Agreement, whichever is later, join the Association and pay membership  
5 dues or pay a service fee to the Association equivalent to the amount of dues  
6 uniformly required of the members of the Association, less any amounts not  
7 permitted by law. The bargaining unit member may authorize payroll  
8 deduction for such membership dues or the service fee. In the event the  
9 bargaining unit member shall not pay such membership dues or the service fee  
10 directly to the Association or authorize payment through the payroll deduction,  
11 the District shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the  
12 request of the Association, deduct the service fee from the bargaining unit  
13 member's wages and remit same to the Association under the procedures  
14 provided below.
- 15 2. The procedure in all cases of non-payment of the service fee shall be as  
16 follows:
- 17 a. The Association shall notify the bargaining unit member of non-  
18 compliance by certified mail, return receipt requested. Said notice shall  
19 detail the non-compliance, and shall provide ten (10) days for compliance,  
20 and shall further advise the recipient that a request for a wage deduction  
21 may be filed with the Board in the event compliance is not effected.
- 22 b. If the bargaining unit member fails to remit the service fee or authorize  
23 deduction for same, the Association may request the Board to make such  
24 deduction pursuant to paragraph one (1) above.
- 25 c. The Board, upon receipt of a request for involuntary deduction, shall  
26 provide the bargaining unit member with an opportunity for a due process  
27 hearing. This hearing shall address the question of whether or not the  
28 bargaining unit member has remitted the service fee to the Association or  
29 authorized payroll deduction of same.
- 30 d. Payroll deductions made pursuant to the procedure outlined above shall  
31 be made in equal amounts as nearly as may be from the paychecks of the  
32 bargaining unit member so affected.
- 33 3. Nothing in this Article shall be interpreted or applied to require involuntary or  
34 passive deduction of employee contributions to political action or other similar  
35 funds of the Association or its affiliates. Such deductions shall only be made  
36 with the written affirmative and voluntary consent of the bargaining unit



1 member, on file with the Board, in accordance with applicable statutory  
2 provisions.

3 4. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the  
4 Association has established a policy regarding "Objections to Political-  
5 Ideological Expenditures—Administrative Proceedings." That policy, and the  
6 administrative procedures (including the timetables for payment) pursuant  
7 thereto, applies only to non-Association bargaining unit members. The  
8 remedies set forth in the Policy shall be exclusive, and unless and until such  
9 procedures (including any administrative or judicial review thereof) shall have  
10 been availed of the exhausted, no dispute, claim or complaint by such objecting  
11 bargaining unit member concerning the application and interpretation of this  
12 article shall be subject to the grievance procedure set forth in this Agreement.

13 5. Due to certain requirements established in recent Court decisions, the  
14 Association represents that the amount of the service fee charged to non-  
15 members, along with other required information, may not be available and  
16 transmitted to non-members until mid school year (December, January, or  
17 February). Consequently, the parties agree that the procedures in this Article  
18 relating to the payment or non-payment of the service fee by non-members  
19 shall be activated thirty (30) days following the Association's notification of  
20 non-members of the fee for that given school year.

21 6. The Association will certify at least annually to the District, fifteen (15) days  
22 prior to the date of the first payroll deduction for membership dues and at least  
23 fifteen (15) days prior to the date of the first payroll deduction for service fees,  
24 the amount of the membership dues and service fees to be deducted by the  
25 District, and that the service fee includes only those amounts permitted by this  
26 Agreement and by law.

27 The Association agrees, upon request from the District, to provide the District a  
28 copy of the Association's current "Policy and Administrative Procedures  
29 Regarding Objections to Political/Ideological Expenditures."

30 The Association further agrees to certify to the District that the Association and  
31 its affiliates have complied with the above policies and administrative  
32 procedures prior to requesting enforcement of the service fee obligation  
33 contained in this Article.

34 7. Further, the Association agrees to promptly notify the District in the event a  
35 Court order, an Order of an administrative agency, or arbitration award is  
36 rendered restricting the Association from implementing its agency fee objection  
37 policy or from charging or allocating any of the Association's expenditures to  
38 bargaining unit members who choose not to join the Association. In the event

1 of the entry of such an order or arbitration award, the District shall have the  
2 right to immediately suspend involuntary wage deduction under this Article and  
3 shall promptly give notice of any such decision to the Association.

4 8. The Association agrees to defend, indemnify and save the Board, and including  
5 each individual school Board Member and individual administrators, harmless  
6 against any and all claims, demands, costs, suits or other forms of liability,  
7 including back pay and all court or administrative agency costs, that may arise  
8 out of or by reason of action by the Board for the purpose of complying with  
9 this Article subject to the following conditions:

10 a. The damages have not resulted from the negligence, misfeasance or  
11 malfeasance of the Board or its agents.

12 b. The Association, after consultation with the Board or its representative,  
13 has the right to decide whether or not to appeal the decision of any court  
14 or other tribunal regarding the validity of the section or damages which  
15 may be assessed against the Board by any court or tribunal.

16 c. The Association has the right to choose the legal counsel to defend any  
17 said suit or action.

18 d. The Association shall have the right to compromise or settle any claim  
19 made against the Board under this section, provided that the Association  
20 shall not have the authority to obligate the district to expend funds or to  
21 take other action without express consent of the Board.

22 9. In the event that the Association fails to provide certification or information as  
23 called for in this Article, the District shall have the right, within five (5)  
24 working days notice to the Association President, to discontinue all involuntary  
25 deductions for service fees until such time as the Association has fully  
26 complied with the provisions of this contract.

## 27 **ARTICLE 2 – EMPLOYEE RIGHTS**

### 28 *A. Right to Organize*

29 Pursuant to The Public Employment Relations Act, as amended, the Board hereby  
30 agrees that every employee of the Board shall have the right freely to organize, join  
31 and support the Association for the purpose of engaging in collective bargaining or  
32 negotiation and other lawful concerted activities for mutual aid and protection. As a  
33 duly elected body, exercising governmental power under cover of law of the State of  
34 Michigan, the Board undertakes and agrees that it will not directly or indirectly  
35 discourage or deprive or coerce any employees in the enjoyment of any rights

1 conferred by The Public Employment Relations Act, as amended, or other laws of  
2 Michigan or the constitutions of Michigan and the United States; that it will not  
3 discriminate against any employee with respect to hours, wages, or any terms or  
4 conditions of employment by reason of his/her membership in the Association,  
5 his/her participation in any activities of the Association or collective professional  
6 negotiations with the Board, or his institution of any grievance, complaint or  
7 proceeding under this Agreement or otherwise with respect to any terms of  
8 conditions of employment.

9 *B. Association Use of Facilities*

10 The Association and its members may use the District's building and facilities at any  
11 reasonable time with the approval of the Superintendent or his/her agent for the  
12 purpose of holding meetings of the Association or conducting its business.

13 *C. Sharing Financial Information*

14 The Board agrees to furnish to the Association, in response to reasonable requests  
15 from time to time, all information concerning the financial resources of the district,  
16 tentative budgetary requirements and allocations and such other information as will  
17 assist the Association in developing intelligent, accurate, informed and constructive  
18 programs on behalf of the employees, together with information which may be  
19 necessary for the Association to process any grievance or complaint. The  
20 Association agrees to pay only for the collecting, tabulating, etc., of any material not  
21 readily available.

22 **ARTICLE 3 – MANAGEMENT RIGHTS**

23 *A. Management Rights*

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

- 29 1. To the executive management and administrative control of the school system  
30 and its properties and facilities and the school-related activities of its  
31 employees. This Article is not intended to control the private lives of  
32 individuals.
- 33 2. To hire all employees and, subject to the provisions of law, to determine their  
34 qualifications and the conditions for their continued employment; and to  
35 promote and transfer all such employees; and dismissal and demotion of such

1 employees in accordance and agreement with the Teacher's Tenure Act, where  
2 that Act is applicable to the employee.

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

6 4. To decide, after consultation and review with employees involved, the means  
7 and methods of instruction, the selection of textbooks and other teaching  
8 material and the use of teaching aids of every kind and nature.

9 5. To determine class schedules, the hours of instruction and the duties,  
10 responsibilities and assignments of employees with respect to their  
11 professional, administrative and non-teaching activities and the terms and  
12 conditions of employment.

13 *B. Limitations*

14 The exercise of the foregoing powers, rights, authority, duties and responsibilities by  
15 the Board, the adoption of policies, rules, regulations and practices in furtherance  
16 thereof, and the use of judgment and discretion in connection therewith, shall be  
17 limited only by the specific and express terms of the Agreement and then only to the  
18 extent such specific and express terms hereof are in conformance with the  
19 Constitution and Laws of the State of Michigan and the Constitution and Laws of the  
20 United States.

21 **ARTICLE 4 – PRIVILEGES AND RESPONSIBILITIES**

22 *A. Personnel Records*

23 Each employee's personnel file shall contain the following minimum items of  
24 information:

25 1. All formal written employee evaluation reports including Individualized  
26 Development Plans

27 2. Employee annual contracts

28 3. Teacher certificates, approvals, licenses, and authorizations

29 4. A transcript of academic records, kept current

30 5. Disciplinary records (including employee response, if any)

31 6. Initial application for employment, criminal background check and

1 unprofessional conduct check results pursuant to Section 1230b of the Revised  
2 School Code, MCL380.1230b.

3 Each employee shall receive written notification of any disciplinary material being  
4 entered into his/her personnel file. Each employee shall, within twenty (20) working  
5 days following notification of the material being entered into his/her file, have an  
6 opportunity to file a response thereto, and that response shall become a part of the  
7 employee's personnel file. Employees may have access to their personnel file at any  
8 reasonable time.

9 With respect to non-disciplinary matters within an employee's personnel file, the  
10 employee shall have the right to file a written response to such material within  
11 twenty (20) working days after the employee becomes aware that the material has  
12 been included within the personnel file. The response shall also become part of the  
13 employee's personnel file.

14 In the event that material within a bargaining unit member's personnel file is the  
15 subject of a request under the Freedom of Information Act, the bargaining unit  
16 member will be given a copy of the FOIA request prior to the District's response to  
17 that request.

18 *B. Employee Evaluation*

- 19 1. A joint committee of equal numbers of Association and District representatives  
20 shall during the 2000-2001 school year meet to develop recommendations for  
21 evaluation criteria for each discipline group. The committee will report to the  
22 District and to the Association not later than May 1, 2001. The District and the  
23 Association shall take ratification action on the committee recommendations by  
24 the end of the 2000-2001 school year.
- 25 2. The Superintendent or his/her designee shall provide to each employee  
26 annually the criteria for evaluation of professional services. Each employee  
27 shall be evaluated according to these criteria. A written evaluation report shall  
28 be placed in the employee's file no later than May 1 of the school year in which  
29 the observation(s) and evaluation are completed.
- 30 3. If a probationary teacher or employee is employed by the District for a  
31 minimum of one full school year, the District shall provide that member with  
32 an Individualized Development Plan (IDP) developed by the appropriate  
33 administrative personnel in consultation with the individual employee. The  
34 employee will be provided with at least an annual year-end written performance  
35 evaluation each year during that probationary period. The annual performance  
36 evaluation shall be based on at least two (2) classroom or on-site observations  
37 held at least sixty (60) days apart, unless a shorter interval is mutually agreed

- 1 upon by the employee and the administrator. The evaluation shall include at  
2 least an assessment of the employee's progress in meeting the goals of his/her  
3 IDP.
- 4 4. Failure of the District to comply with the evaluation procedures in this Article  
5 with respect to an individual's performance in any particular school year will  
6 be considered conclusive evidence that the employee's performance for that  
7 school year was satisfactory.
- 8 5. Once an employee has completed his/her probationary period, the employee  
9 will be provided with a written performance evaluation a minimum of once  
10 every three years. The performance evaluation shall be based on a minimum of  
11 two classroom/on-site observations conducted during the school year covered  
12 by the evaluation. If a tenured employee receives a less than satisfactory  
13 performance evaluation, the District shall provide the employee with an  
14 Individualized Development Plan developed by the appropriate administrative  
15 personnel in consultation with the employee. The individual's evaluation shall  
16 include at least an assessment of the individual's progress in meeting the goals  
17 of his/her IDP.
- 18 6. Failure of the District to comply with the evaluation procedure in this article  
19 will be considered conclusive evidence that the employee's performance for  
20 that period was satisfactory.
- 21 7. Following each formal evaluation, which shall include a conference with the  
22 evaluator, the employee shall sign and be given a copy of the written evaluation  
23 report. In no case shall the employee's signature be construed to mean he/she  
24 necessarily agrees with the contents of the evaluation.
- 25 8. If an employee disagrees with an evaluation or a portion of that evaluation,  
26 she/he may submit a written response, which shall be attached to the file copy  
27 of the evaluation in question. This written response must be provided within  
28 fifteen (15) working days of the receipt of the written evaluation report by the  
29 employee.
- 30 9. The District and Association shall plan an annual orientation program, the  
31 purpose of which is to provide each new employee with an overview of policies  
32 and guidelines governing the operation of the MOISD which directly impacts  
33 the daily operations of the employee. This shall include but not be limited to a  
34 handbook of MOISD forms to be filled out, how they are to be completed,  
35 when they are to be completed, to whom the completed forms are to be  
36 presented and what each form is used for. The orientation shall also include an  
37 overview of the Mecosta-Osceola ISD special education plan and the role of  
38 bargaining unit members in the implementation of the plan.

1 C. *Employee Discipline*

2 The Association recognizes that abuses of sick leave or other leaves, chronic  
3 tardiness or absence, willful deficiencies in professional performance or other  
4 violations of discipline by an employee reflect adversely upon the teaching  
5 profession and create undesirable conditions in the school system. The Board, in  
6 recognition of the concept of progressive correction, shall notify the employee in  
7 writing of alleged delinquencies, indicating a fixed period of time for correction.  
8 Alleged breaches shall be promptly reported to the offending employee. The  
9 Association will work cooperatively with the Administration to help an employee  
10 correct a breach of professional behavior.

11 An employee shall at all times, be entitled to have present a representative of the  
12 Association when he/she is the subject of a disciplinary investigation or is being  
13 disciplined for any infraction of rules or delinquency in professional performance.  
14 When a request for such representation is made, no action shall be taken with respect  
15 to the employee until such representation of the Association is present. The  
16 Association shall promptly furnish representation in these circumstances so that  
17 disciplinary action is not delayed.

18 No employee shall be disciplined, reprimanded, reduced in rank or compensation or  
19 deprived of any professional advantage without just cause. Any such discipline,  
20 reprimand, reduction in rank, compensation or advantage shall be subject to the  
21 professional grievance procedure hereinafter set forth.

22 Non-renewal of probationary employees during the first and second years of  
23 employment is not subject to the just cause standard.

24 All information forming the basis for disciplinary action will be made available to the  
25 employee and, upon the employee's request, to the Association.

26 D. *Resignations*

27 No employee will terminate his/her contractual services for the Board during the  
28 current school year except by mutual agreement.

29 E. *Qualifications for Employment*

30 Each employee recognizes that it is his/her own responsibility to be properly  
31 prepared for his/her contractual position. Each employee will minimally meet all  
32 requirements of the Michigan Department of Education or other appropriate State  
33 licensing authority established for employment in his/her specialty and will have the  
34 requisite certificates, endorsements, licenses and/or approvals to perform and provide  
35 a qualified professional service.

1 It is the bargaining unit member's responsibility to file such certificates,  
2 endorsements, licenses and/or approvals with the District. The certification and  
3 licensure status of a bargaining unit member on file with the District shall be  
4 considered conclusive for all purposes under this Agreement.

5 The bargaining unit member shall promptly provide written notice to the District of  
6 any change to his/her certificates, endorsements, licenses and/or approvals after the  
7 original filing of the same with the District as they become known. This shall  
8 include notice of any additional endorsements, licenses, certificate, renewals,  
9 approvals, as well as expirations, revocations, and any limitations thereon. The  
10 bargaining unit member shall further notify the District and the Association, in  
11 writing, in the event that he/she petitions the State Department of Education or other  
12 licensing authority for nullification or limitation of his/her certificate (or one or more  
13 endorsements thereon), license or approval.

14 The District and the Association recognize that there may be instances where  
15 bargaining unit members are temporarily assigned or transferred by the District  
16 outside their area of certification (or approval, authorization or license, as applicable)  
17 in order to meet program and service needs. These temporary assignments or  
18 transfers shall only occur where appropriate authorization (e.g. State Special Permits  
19 under Part 4 of the Teacher Certification Code or temporary approvals under Part 5  
20 of the Revised Administration Rules for Special Education) is obtained. The District  
21 shall pay any cost for the issuance of the permit or approval and will reimburse the  
22 bargaining unit member for any tuition costs directly associated with the individual  
23 maintaining the permit or approval in order to continue in the temporary assignment.

24 *F. Physical Examinations and Psychiatric Evaluations*

25 A physical examination and/or psychiatric evaluation may be required of any  
26 employee covered by this Master Agreement. Examinations will be paid for in their  
27 entirety by the Board. The Superintendent will provide appropriate forms for the  
28 examination or evaluation, as are applicable.

29 In the event that an employee disputes the results of a physical examination and/or  
30 psychiatric evaluation performed by a District-selected doctor or psychiatrist, the  
31 employee has the right to a second examination or evaluation (at District expense) by  
32 a doctor or psychiatrist selected by the employee. If the Board disputes that  
33 assessment, the District and the employee will jointly select a third doctor or  
34 psychiatrist. Employees will sign the necessary releases to allow the results of these  
35 examinations to be shared with the District for purposes of this section.

36 The Board reserves the right to require verification from a health care professional to  
37 verify an employee's fitness for duty or eligibility for leave under the following  
38 circumstances:



- 1           1.     To determine an employee's eligibility for leave taken for illness/disability  
2           reasons under this Agreement or where the leave is required to be granted by  
3           law. This verification shall not be requested unless the leave of absence  
4           exceeds three (3) consecutive work days. However, where the Board has  
5           reason to believe that leave is being misused, verification may be required for  
6           the first and any ensuing days of absence.
  
- 7           2.     To determine an employee's ability to return from a leave of absence taken  
8           because of illness or disability; or
  
- 9           3.     To evaluate an employee's fitness for duty where the Board has articulated  
10          concerns regarding an employee's ability to perform the functions of his/her  
11          assignment. These concerns will be made in writing at or prior to the time  
12          that verification is required.
  
- 13          4.     The cost of any examination required by the Board and conducted by a  
14          Board-approved health care professional shall be paid by the Board to the  
15          extent that the employee's insurance does not cover the cost of the  
16          examination.

17    G.    *Vacancies and Promotions*

18           Whenever any vacancy within the bargaining unit shall occur, the Board shall  
19           publicize the same by posting notice of the vacancy and forwarding a copy to the  
20           Association President. There shall be no requirement to post a vacancy where there  
21           is a laid off bargaining unit member who is eligible for recall to the open position.  
22           Any employee possessing required certification and posted qualifications may apply.  
23           It is agreed by the parties that in filling such vacancies, the question of certification  
24           (or approval or authorization, as applicable) and qualifications will be of primary  
25           consideration.

26           Persons employed by the District and denied a transfer will receive written  
27           notification outlining the reasons for the denial.

28    H.    *Transfer*

29           For the purpose of this Agreement, the word "transfer" shall specifically mean a  
30           change in a special education assignment or a reassignment, whether voluntarily or  
31           involuntarily.

32           Transfers will be made only if the District's financial situation, personnel or program  
33           requirements necessitate a change.

34           Voluntary Transfer—Shall be defined as a change in assignment at the request of the  
35           employee. An employee may annually request, in writing, to be transferred to

1 another position within the MOISD regardless if said position has become vacant or  
2 not. This request shall be considered to be active unless the employee indicates, in  
3 writing, that he/she is no longer interested in being transferred to the given position  
4 or a period of 12 months has lapsed from the time the request was submitted.

5 Upon the posting of a vacancy as prescribed in Article IV, Section E, employees  
6 possessing the required minimum certification and minimum posted qualifications  
7 and having submitted a transfer request, shall be given primary consideration over all  
8 others regardless of the time of year. If two or more employees meet the minimum  
9 certification and qualifications, preference shall be given to the person with the most  
10 seniority.

11 Involuntary Transfer—Shall be defined as a change in assignment or reassignment of  
12 the employee to a position which is different than the one currently held or, following  
13 a summer break, the position held the previous school year, without a request in  
14 writing from the employee asking for a voluntary transfer. In the event an  
15 involuntary transfer is necessary, the least senior person who meets the qualifications  
16 for the position shall be placed in the position. When a position reopens, the  
17 involuntarily transferred personnel will be allowed first opportunity to apply for and  
18 be given primary consideration for that position.

19 *I. Assignments*

20 The District will make a reasonable attempt to notify employees of their work  
21 building, district, and room assignment at least fifteen (15) calendar days prior to the  
22 beginning of each new school year.

23 **ARTICLE 5 – PROFESSIONAL COMPENSATION**

24 *A. Experience Transferable*

25 Up to ten (10) years of experience may be credited to new hires.

26 *B. Contract*

27 All professional employees are to be hired by written contract. The form of this  
28 written contract shall be determined by the Board and shall have as its basis the full  
29 privilege and protection of this Agreement. Less than full-time employees will have  
30 pro-rata privileges and full protection of the Master Agreement, unless hired on a  
31 tutor or substitute basis.

1 C. *Pay Options*

2 Employees shall be paid according to two pre-selected options. The choice shall be  
3 made, in writing, not later than the first employee workday. After the option has  
4 been selected by the employee, no change shall be made for the remainder the school  
5 year. The first option shall be twenty-six equal pays and the second option twenty-  
6 one equal pays. Contracts and the base salary schedule are based upon the agreed  
7 upon school calendar.

8 D. *Placement on Salary Schedule*

9 All employees shall be placed on the salary schedule set forth in Schedule A, which  
10 is attached to this Agreement. A full-time employee taking an unpaid leave of  
11 absence totaling less than 46 work days in a given school year shall be advanced one  
12 full step on the next school year's salary schedule.

13 Part-time employees will advance one-half year on the salary schedule for each 90  
14 days they work at the MOISD during any given school calendar year.

15 A Bachelor's degree, plus 30 semester hours, in acceptable courses, pre-approved by  
16 the District as part of a planned program, which can be applied to an advanced  
17 degree, shall be considered equivalent to the Master's column of the salary schedule.  
18 The hours in question must be taken subsequent to receipt of a Bachelor's degree in  
19 order to qualify for an advanced salary column placement.

20 The Master of Social Work Degree, consisting of two (2) years of course and field  
21 work beyond the Bachelor's degree with a Certified Social Worker Certificate issued  
22 by the State of Michigan and full State Department of Education approval, will be  
23 considered equivalent on the salary schedule to MA+ 20.

24 E. *Sick Leave*

25 Sick leave shall be granted on the basis of one (1) day per month for up to ten (10)  
26 days per year for full-time and full school year employment. These days will be  
27 credited at the beginning of the school year. If an employee terminates service  
28 before the end of the school year, payroll deduction will be made for all sick leave  
29 used in excess of one (1) day per month. Any employee who begins work after the  
30 first day of school will have the sick days prorated and the total number of pro-rated  
31 days will be credited to the employee. Any employee working less than full-time or  
32 less than the full year (e.g. unpaid leaves, layoff, separation) shall have his/her sick  
33 leave pro-rated.

34 Sick leave shall be allowed for illness of the employee, employee's spouse, children,  
35 legal dependents, parents (including stepparents and legal guardians, if the employee

1 was raised by a guardian rather than a parent), and parents-in-law. It is agreed that  
2 sick leave may also be used for the purposes of childbirth or disability surrounding  
3 the termination of pregnancy.

4 For purposes of the Family and Medical Leave Act (FMLA), sick leave allowed and  
5 which is taken under this Article shall be charged against the employee's FMLA  
6 leave entitlement at the election of either the Board or the eligible employee.

7 While on FMLA leave, the employee shall accrue seniority and all other benefits.  
8 An employee, while on FMLA leave, shall continue to receive, within the limits of  
9 the FMLA, the same employer-paid insurance package that he/she was receiving  
10 before utilizing FMLA leave.

11 The method of determining the "12-month period" for FMLA eligibility shall follow  
12 the school year calendar. The beginning date shall be July 1 of each year and end  
13 with June 30<sup>th</sup> of the following year. Changes to another method of determining the  
14 12-month period by the District shall be given to the Association in writing at least  
15 60 days before said change is proposed to take effect and is subject to mutual  
16 agreement between the Association and the Board.

17 In cases of extended illness and where all sick leave has been used, employees may  
18 be placed on leave without pay for a period not exceeding one (1) year. In  
19 extenuating circumstances, the employee may request the Board to approve up to one  
20 additional year of leave without pay.

21 The Board reserves the right to require an examination by a Board-approved  
22 physician at Board expense for employees who have been granted leave without pay  
23 upon their return to active employment after an extended illness.

24 Upon his/her return to work, within the same school year or at the expiration of leave  
25 under this Agreement or taken by an eligible employee under The Family and  
26 Medical Leave Act, the employee shall be returned to the position held prior to the  
27 leave, provided that he/she is certified, (or authorized or approved, as applicable),  
28 qualified and able (with or without reasonable accommodation) to perform the  
29 essential functions of that assignment. Satisfaction of these standards shall be  
30 considered as restoration to an equivalent assignment or position for purposes of The  
31 Family and Medical Leave Act.

32 *F. Personal Leave (with pay, but chargeable to the teacher)*

33 Each employee regularly employed by the Board shall be granted two (2) Personal  
34 Leave days per year. The Personal Leave days may be used for any purpose at the  
35 sole discretion of the employee, except on the day before or after any holiday and/or  
36 the day before or after any vacation day and/or any day during the last two weeks of  
37 school and/or any day not scheduled as a full day of student attendance, except in

1 case of emergency, with advance notice to the superintendent. A teacher planning to  
2 use a personal leave day shall notify his/her principal/supervisor at least two (2) days  
3 in advance except in cases of emergency.

4 *G. Worker's Compensation*

5 If absence occurs due to injury or illness incurred while performing duties for the  
6 MOISD and under the Michigan Worker's Disability Compensation Act (WDCA),  
7 the Board agrees to pay the difference between the WDCA wage loss benefits and the  
8 employee's salary to the extent of the employee's sick leave accumulation.

9 Insurance premiums for dental, vision and life not covered by Long Term Disability  
10 will be provided by the Board for not more than six (6) months after WDCA benefits  
11 have become payable to the employee, or the end of the school year in which benefits  
12 become payable, whichever is longer.

13 *H. Sabbatical Leave*

14 After seven (7) consecutive years of employment, an employee shall be eligible for a  
15 sabbatical leave of one (1) year without pay. Upon return from leave the employee  
16 shall be reinstated with previously accrued sick leave and to the next step on the  
17 salary schedule (i.e. the next step beyond the employee's step at the end of the school  
18 year immediately before the leave commenced.) This provision shall be limited to  
19 one employee in any one year as selected by the Association.

20 *I. Family Leave*

21 An employee must notify the Superintendent as soon as possible when a family leave  
22 is requested. Beginning and ending dates of the leave shall be established on an  
23 individual basis in consultation with the Superintendent. Family leave shall be  
24 without pay except as specified in Section "E" or under the provisions of the FMLA.

25 Unless there are complications or extenuating circumstances beyond the control of  
26 the employee, family leave, with the exception of those employees qualifying for  
27 leave under the FMLA, shall be limited to eight (8) weeks. (Periods of family leave  
28 will run concurrently with leave taken by eligible employees under FMLA.)

29 *J. Bereavement Leave*

30 When death occurs in an employee's immediate family, i.e., spouse, child, stepchild,  
31 legal dependent, or parent (including step-parent and legal guardian, if the employee  
32 was raised by a guardian rather than a parent), such employee, upon his or her  
33 request, shall be granted a paid leave of absence for up to five (5) working days for  
34 each occurrence.

1 Three (3) workdays per year shall be granted for each occurrence of the death of  
2 other immediate family member such as mother-in-law, father-in-law, sister,  
3 stepsister, brother, stepbrother, grandparents, stepparents, and guardians.

4 One (1) paid bereavement leave day shall be granted in the case of the death of the  
5 employee's brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law,  
6 aunt, uncle, niece, nephew and student in the employee's current caseload or  
7 classroom for each occurrence.

8 The employee must attend the funeral or memorial service for the above to apply.

9 *K. Association Leave*

10 Seven (7) days annually shall be available to the Association for Association  
11 business. The Association will reimburse the District for the cost of a substitute  
12 teacher, if one is determined by the District to be necessary.

13 *L. Professional Development*

14 The District recognizes the benefit of professional development and will make every  
15 effort to allow employees to attend on an equitable basis, provided funds are  
16 available.

17 *M. Protection of Teachers*

18 The Board will reimburse employees for any loss of, damage to, or destruction of,  
19 personal property of the employee used in teaching and approved for use in writing  
20 by the Superintendent in advance, provided that such injury to property occurs while  
21 the said employee is on duty in the school or on the school premises and further  
22 providing that such property is not covered by other insurance. This provision does  
23 not include damage to autos.

24 *N. Insurance*

25 The Board shall remit premium payment, per past practice, on behalf of employees  
26 and their eligible dependents for insurance coverages, when the insurance company  
27 can start coverage, without cost to the employees, insurance with equivalent coverage  
28 to the programs described below.

29 PLAN A: (effective 10-01-00 this plan will include a \$5.00 prescription co-pay)

30 For employees needing health insurance  
31 Super CARE 1 with \$5.00/\$10.00 drug card  
32 (includes \$5,000 Life with AD&D)  
33 Long Term Disability 66 2/3%

1 \$5,000 maximum  
2 60 calendar days - modified fill  
3 freeze on offsets  
4 alcohol/drug-mental/nervous  
5 same as any other illness  
6 COLA  
7 Delta Dental – 80/80/80/80: \$1,300  
8 Negotiated Life: \$30,000 AD & D  
9 Vision - VSP 3  
10 Preventive Care rider (effective 10-01-00)

11 Health plan specifications for coverage under this Article shall not include coverage  
12 for any services which the District is prohibited from funding under the State School  
13 Aid Act.

14 PLAN B: For employee not needing health insurance

15 Delta Dental - 80/80/80/80: \$1,300  
16 Negotiated Life: \$30,000 AD & D  
17 Vision - VSP 3  
18 Long Term Disability - 66 2/3% same as Plan A  
19 \$200 per month cash \*  
20 \$250 per month if 12 of more employees enroll and  
21 remain in Plan B for the plan year.

22 PLAN C: For employees not needing any insurance coverage

23 \$250 per month cash \*  
24

25 \*The Board will administer a plan under Section 125 of the Internal Revenue Code. It  
26 is the responsibility of each eligible bargaining unit member to comply with all  
27 requirements for eligibility, enrollment, coverage and plan elections. These  
28 responsibilities shall include, but shall not be limited to initial enrollment, benefit  
29 election and submission of all information necessary for claims processing and/or  
30 claims administration.  
31

32 In the event that an eligible bargaining member waives (in writing) available coverages  
33 under Plan A and elects to receive additional compensation under Plan B or Plan C in  
34 lieu of receiving health coverage, any direction of that compensation to a tax-deferred  
35 annuity under Section 403(b) of the Internal Revenue Code or within the meaning of  
36 Section 1224 of the Revised School Code shall be regarded as a voluntary and elective  
37 contribution made by the bargaining unit member through salary reduction.

1 For the duration of this Agreement, the Board shall continue to pay the yearly Super  
2 Care 1 deductible.

3 1. The Board will provide insurance information, including applications as are  
4 provided to the District for distribution by the insurance carrier.

5 a. Employees shall complete an official health application blank in order to  
6 enroll for coverage.

7 b. It is the responsibility of the member to notify the business office of any  
8 change in the member's family dependency status within thirty (30) days.  
9 Any overpayment of premiums on behalf of the employee paid by the  
10 District, and not reimbursed, due to the employee's failure to so notify,  
11 will be billed back to the employee.

12 c. If spouses are both employed by the District and covered by this  
13 Agreement, the Board will pay premiums for Plan A coverage for one  
14 spouse. The other spouse must elect either Plan B or Plan C.

15 2. The Board will pay for less than full-time employees the pro-rated costs of the  
16 above insurance premiums that are paid to full-time employees. The pro-ration  
17 will be on the number of classroom duty hours and the number of months  
18 worked, if they (i.e., the part-time employees) pay for the other costs.

19 3. In the event an employee has exhausted all paid sick leave, the Board shall  
20 continue uninterrupted insurance premium payments, as defined in this  
21 document, through the first sixty (60) work days-of unpaid absence with no cost  
22 to the employee. The employee will be responsible for a full month's benefit  
23 cost beginning with the sixty-first day of absence.

24 4. The Board, by payment of the premium payments required to provide the  
25 coverages set forth, shall be relieved from all liability with respect to the  
26 benefits provided by the insurance coverages as above described. The failure  
27 of an insurance company to provide any of the benefits for which it has  
28 contracted, providing the Board and the Union have met their obligations and  
29 responsibilities as outlined in Section N-2, shall not result in any liability to the  
30 Board or the Union, nor shall such failure to be considered a breach of any  
31 obligation by either of them.

32 5. Disputes between beneficiaries of the employee and any insurance company  
33 shall not be subject to the Grievance Procedure established herein, providing  
34 the Board has met its obligations and responsibilities outlined in Section N-2.

35 6. Upon termination, unpaid leave of absence, or layoff from employment with  
36 the Board, the employee's benefits as described above will cease to be paid by



1 the Board, when the Board has completed its contracted obligations to the  
2 employee.

3 7. Existing Board services in regard to payroll deductions shall continue to be  
4 provided as they have in the past without charge to the employee.

5 *O. Attracting New Employees*

6 Nothing in this Agreement shall prevent the Board from offering incentives to attract  
7 new employees for bargaining unit positions. Such incentives may include, but shall  
8 not be limited to: signing bonus, reimbursement for moving expenses, assistance with  
9 repayment of outstanding student loans, and any other incentives as are determined  
10 appropriate by the Board. The Board agrees to notify the Association in the event  
11 that a newly hired bargaining unit member receives an incentive. Newly hired  
12 bargaining unit members will not be given assignment preference over existing  
13 bargaining unit members as a hiring incentive.

14 **ARTICLE 6 – PROFESSIONAL POLICIES**

15 *A. Facilities*

16 The parties recognize that the availability of adequate school facilities for both  
17 students and teacher is desirable to insure the high quality of education that is the  
18 goal for both teacher and Board. Whenever possible, and especially in the event of  
19 new buildings, adequate planning is to be given to sufficient rooms for special  
20 services. Each discipline will have files in the central office for the purpose of  
21 storing children's records.

22 *B. Parapro Supervision*

23 It is acknowledged by both parties that the primary duty and responsibility of special  
24 education teachers is to teach those pupils under their care. Teachers shall provide  
25 their immediate supervisor with input for the evaluation of paraprofessional  
26 personnel and shall promptly report to the immediate supervisor any observed  
27 deficiency in the paraprofessional's performance. Upon request of the teacher, the  
28 supervising administrator shall meet with the teacher and paraprofessional to review  
29 the paraprofessional's performance.

30 *C. Teaching Loads*

31 Teaching/Work loads shall be as prescribed by the State Department of Education  
32 and as agreed on locally by the disciplines and Superintendent or his/her agent.

1 Itinerant staff shall develop, jointly with the Special Education Director or his/her  
2 designee, a weekly schedule providing preparation time.

3 *D. Itinerant Advisory Board*

4 In order to insure a high level of professionalism and insure quality services to our  
5 students, an advisory board will be created to review and discuss roles and  
6 responsibilities for itinerant staff and those staff not specifically addressed by special  
7 education guidelines.

8 The advisory board shall consist of two (2) administration representatives and three  
9 (3) Association representatives.

10 The Board shall meet at the beginning and end of the school year. Special meetings  
11 may be called as necessary.

12 *E. Work Hours*

13 1. All employees covered by this Agreement will be required to be at their work  
14 assignments between the hours of 8:00 a.m. and 3:30 p.m. daily.

15 However, due to transportation routes and various starting times of each local  
16 district, employees may be asked to adjust their starting and ending times. In  
17 no event will an employee be required to be at his/her work assignment prior to  
18 8:00 a.m.

19 2. All employees covered by this Agreement shall be allowed 30 minutes duty  
20 free for lunch, or at the option of the Superintendent or his/her designee, the  
21 employees may be assigned to eat with their students and then allowed to  
22 complete their day 30 minutes sooner. Employees will be allowed a 15-minute  
23 break in the morning and afternoon.

24 3. The length of the work day as described in "1" above can be extended to  
25 include the professional obligation to attend all assigned IEPC meetings,  
26 provided that such does not exceed three (3) hours extra per month. Should the  
27 need for IEPC meeting attendance exceed more than three (3) hours extra  
28 monthly, the total hours per school year shall not exceed 30 hours total.

29 The employees covered by this Agreement, as described in statement "1",  
30 accept the professional obligation to occasionally attend meetings with parents  
31 or other professionals at hours beyond the normal work day. Such obligation  
32 shall not mandate the employee to more than two (2) hours per month nor  
33 obligate the employee to more than 40 hours of work per work week, exclusive  
34 of lunch hour.

1 F. *Mentor/Mentee*

2 Employees may serve, on a voluntary basis and with administrative approval, as  
3 mentors for teachers in their first three years of teaching, as is contemplated by  
4 Section 1526 if of the Revised School Code. Mentors may also be appointed for  
5 other professional staff member (non-teachers) or where special supervision is  
6 required. The purpose of the mentor-mentee relationship is to provide new  
7 teacher/professional staff members with support and assistance in the introduction to  
8 their profession. For each mentee assigned, the mentor shall be compensated \$200  
9 per school year.

10 **ARTICLE 7 – NEGOTIATION PROCEDURES**

- 11 A. The representatives of the Association and the representatives of the Employer agree  
12 to meet when it is mutually determined to be necessary during the term of the  
13 contract to discuss items of mutual concern relating to this contract. Items for a  
14 given meeting shall be limited to an agenda proposed in advance.
- 15 B. At least sixty (60) days prior to the expiration of this Agreement, the parties will  
16 likewise begin negotiations for a new Agreement covering wages, hours, terms, and  
17 conditions of employment.
- 18 C. Neither party in any negotiations shall have any control over the selection of the  
19 negotiating or bargaining representatives of the other party and each party may select  
20 its representatives from within or outside the school district. While no final  
21 agreement shall be executed without ratification by the Association and the Board,  
22 the parties mutually pledge that their representatives will be clothed with all  
23 necessary power and authority to make proposals and consider proposals in the  
24 course of negotiations.
- 25 D. Negotiation meetings will be held at mutually satisfactory time and place.
- 26 E. Meetings will be private and shall not be open to the public or news media.
- 27 F. Each party shall keep its own minutes unless otherwise mutually agreed upon for one  
28 person to keep the minutes.
- 29 G. All agreements are tentative until final agreement is reached on the complete  
30 contract. Tentative agreements shall be duplicated, dated and initialed by the  
31 Chairman of each party.
- 32 H. Either party may caucus at anytime.

## ARTICLE 8 – GRIEVANCE PROCEDURE

### A. *Definition*

A grievance is a dispute or a difference of opinion; however, only a grievance which involves the interpretation and application of a provision of this agreement is subject to arbitration. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration proceedings.

Every employee shall have the right to have an Association representative present at any and all steps of the grievance procedure.

An individual employee may present a grievance to the Board or its designated representatives as long as any adjustment is not inconsistent with the terms of this Agreement.

### B. *Work Day*

For the purpose of this Article, work day is a school day. Saturday, Sunday, holidays, and vacation will not be considered working days.

### C. *Time Lines*

Step I - Verbal Discussion: Within ten (10) working days of becoming aware of an alleged grievable event, the employee or one member of a group of employees having a grievance shall first discuss the matter verbally with the supervisor.

A verbal answer shall be given by the supervisor within ten (10) working days following the discussion. If the grievance is not settled, it shall proceed to Step II.

Step II - Written Correspondence: A grievance signed by the employee or representative of the Association shall be presented in writing within the (10) working days following the verbal answer. Within ten (10) working days after presentation of the grievance, the Superintendent or his/her agent shall give his/her answer in writing.

Step III - Appeal to Board: If this grievance is not settled in Step II, it may be appealed to the Board in writing within ten (10) working days after receipt of the answer in Step II. A meeting shall be held within ten (10) working days between the Board or its designee and representatives of the Association. The Board or its designee shall give its answer in writing within ten (10) working days after the date of the meeting or any adjournment thereof.

1        Step IV - Arbitration: An arbitrable grievance not settled in Step III of the grievance  
2 procedure may be subject to arbitration provided notice of intent to arbitrate is given  
3 in writing by the Association within ten (10) working days from receipt by the  
4 Association of the answer in Step III of the grievance procedure. Such notice of  
5 intent to arbitrate shall be given by the President of the Association to the President  
6 of the Board.

7        Within ten (10) working days after written notice to arbitrate is given, a meeting shall  
8 be held to select an arbitrator. If the parties cannot agree upon an arbitrator at this  
9 meeting, a joint request for a panel of arbitrators shall be made to the Michigan  
10 Employment Relations Commission or American Arbitration Association in  
11 accordance with their rules.

12        The arbitrator shall have no power to alter, add to, or subtract from, the terms of this  
13 Agreement.

14        Both parties agree to be bound by the award of the arbitrator.

15        The costs of any arbitration under this Article shall be borne jointly by the parties  
16 involved. The expense of preparation and presentation of their cases will be borne by  
17 the parties separately.

18    *D. Failure to Meet Timelines*

19        Any grievance not advanced by the Association or employee to the next step within  
20 the required limit in that step shall be deemed abandoned. A grievance not answered  
21 by the administration or Board within the required time limits shall automatically  
22 advance to the next step. Time limits may be extended in writing by the Board or its  
23 representative and the Association by mutual agreement.

24    *E. Policy Grievance*

25        The President of the Association may file a policy grievance when such may affect  
26 all or a substantial number of its members or when unusual circumstances exist.  
27 Such grievance shall be filed within ten (10) working days after the Association  
28 should have had knowledge of the incident. A policy grievance may be initiated at  
29 Step II.

## ARTICLE 9 – LAYOFF & RECALL

### A. *Written Notice*

In the event of layoff, affected personnel shall be notified in writing at least ninety (90) days prior to the effective date of layoff. Every effort will be made to avoid layoffs during the school year.

### B. *Layoff*

Layoff shall be on the basis of seniority and qualifications, the most senior employee being retained so long as he is qualified for available positions. Qualifications shall be in accordance with certification determined by the State Department of Education.

### C. *Seniority*

Seniority shall be computed from the date of hire and shall be defined as length of unbroken service within the bargaining unit. Part-time personnel, per past practice, will advance one-half year in seniority and one-half year on the salary schedule for each semester (i.e. 90 days) they work at the MOISD during any given school calendar year. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative non-bargaining unit position. Time spent on Board approved leave shall not be construed as a break in continuous service and seniority shall continue to accrue. The district shall present to the Association a current seniority list of bargaining unit members and others with seniority in the district during the first week of school. The Association shall have until December 1 during which to challenge the accuracy of the information on the seniority list. Absent any objections by that date, the list prepared by the MOISD shall be regarded as conclusive.

### D. *Order of Recall*

Employees shall be recalled in inverse order of layoff for position openings for which they are certified. In the event of a tie in the last date of hire (as listed on the seniority list) and certification, the following will be used to determine the order of recall in the exact order listed:

1. Date of Board approval of the individual contract.
2. Date of employee's signature on individual contract.

- 1           3.    Date of notice of intent to hire.
- 2           4.    Date of interview.
- 3           5.    Date of application.

4           In order for the date to be used on the above documents, it must be recorded for the  
5           involved individuals. If not, the next date must be used.

6           In the event all of the above dates are identical, the selection will be by a random  
7           selection mutually agreed to by the Association and the Board.

8    *E.    Recall Procedure*

9           The Board shall give written notice to recall from layoff by sending a certified letter  
10          to the employee's last known address with a copy sent to the Association President.  
11          The employee shall respond to the notice of recall within fifteen (15) calendar days  
12          of the date the notice was mailed. Refusal or acceptance of a position that is less than  
13          full-time shall not affect an employee's recall rights to a full-time position. All laid  
14          off personnel shall be given first opportunity to accept part-time or special education  
15          tutor work (when certification/qualifications are met).

16          Once part-time employment has been accepted, the employee may retain that position  
17          until it expands to a full-time position.

18    *F.    Termination of Rights to Recall*

19          In recalling employees from layoff, no employee will be terminated, lose recall rights  
20          or seniority if the employee is at the time of recall under contract with another school  
21          district. This provision expires at the end of the contract year that the recall was  
22          issued. Refusal of a full-time position shall be construed as a voluntary quit with all  
23          rights to recall and seniority terminated.

24    *G.    Salary Adjustment*

25          A teacher, having been notified of being laid off and then subsequently recalled at the  
26          beginning of the current school year, will receive a salary adjustment providing  
27          he/she was paid unemployment compensation during their regular summer months.

28          This adjustment will be equal to the rate of unemployment compensation received,  
29          which will be deducted from the salary he/she would have earned for the school year  
30          had there been no layoff.

1 **ARTICLE 10 - MISCELLANEOUS**

2 *A. Agreement Supersedes*

3 The Agreement shall supersede any contrary or inconsistent terms contained in any  
4 individual teacher contracts which shall be made expressly subject to the terms of  
5 this Agreement.

6 *B. Copies of Agreement*

7 Copies of this Agreement shall be printed at the expense of the Board and said  
8 copies, separate from administrative bulletins, shall be presented to all teachers now  
9 employed or hereafter employed by the Board.

10 *C. Summer Employment*

11 Prior to the beginning of any extended year session, any position that requires a  
12 person who is covered by this bargaining unit agreement will be posted, setting forth  
13 the minimum qualifications and the response date of the posting. Interested  
14 employees shall apply in writing by the response date.

15 In all cases, priority will be first determined by the applicants indicating intent to  
16 complete the entire extended year assignment. Incumbent persons shall be given first  
17 right of assignment. Second selection will be based on seniority and qualifications.

- 18 1. Salary will be prorated at the current contract hourly rate of the employee.  
19 2. Summer employees will earn one sick day for every 25 days worked.  
20 3. Summer employees may use sick days that were earned during the regular  
21 school year.

22 Summer program assignments are annual assignments of extra duty compensation.  
23 Assignment to the program is regarded as optional and a specific, separate extra  
24 duty/extra pay contract shall be issued.

25 **ARTICLE 11 - SALARY - TERMINATION OF EMPLOYMENT**

26 *A. Reimbursement to Employee*

27 Upon retirement or departure from the Mecosta-Osceola Intermediate School District  
28 after ten (10) years of continuous service, each employee shall be reimbursed at the  
29 current daily rate of pay for MOISD substitute teachers per each unused sick day that  
30 he/she has accumulated during his/her service with the district.



1    *B. Reimbursement to Beneficiary*

2           In the event of the death of an employee who has completed seven (7) years of  
3           continuous service with the Mecosta-Osceola Intermediate School District, the  
4           district will pay the employee's designated beneficiary at the current daily rate of pay  
5           for MOISD substitute teachers for each day of accumulated unused sick leave - not to  
6           exceed 180 days.

7    **ARTICLE 12 - WAIVER AND ENTIRE AGREEMENT**

8    *A. Waiver*

9           The parties acknowledge that during the negotiations which resulted in this  
10          Agreement, each had the unlimited right and opportunity to make demands and  
11          proposals with respect to any subject or matter not removed by law from the area of  
12          collective bargaining and that the understandings and agreements arrived at by the  
13          parties after the exercise of that right and opportunity are set forth in this Agreement.  
14          Therefore, the District and the Association, for the life of this Agreement, each  
15          voluntarily and unqualifiedly waive the right and each agree that the other shall not  
16          be obligated to bargain collectively with respect to any subject or matter specifically  
17          referred to or covered in this Agreement, and also with respect to any subject matter  
18          which was negotiated or which was raised in the negotiations leading to this  
19          Agreement but on which no agreement was reached at the time that the parties  
20          ratified this Agreement.

21          To the extent required by the Public Employment Relations Act, the District and the  
22          Association recognize their mutual obligation to bargain during the term of this  
23          Agreement with regard to unanticipated and unforeseen matters impacting wages,  
24          hours, terms and conditions of employment.

25    *B. Entire Agreement*

26          This Agreement supersedes and cancels all previous agreements, verbal or written or  
27          based on alleged past practices, between the District and the Association and  
28          constitutes the entire Agreement between the parties. Any amendment or agreement  
29          supplemental hereto shall not be binding upon either party unless executed in writing  
30          by the parties hereto.

## ARTICLE 13 – SCHOOL CANCELLATIONS AND RESCHEDULING

### A. *Conditions for Cancellations*

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather (and other conditions specified within the State School Aid Act), beyond the 2 days allowed by law will be rescheduled as necessary to ensure instruction as prescribed by law and to enable the district and its constituent school systems to receive full State Aid. When schools are closed due to the above conditions, employees will not be required to report for work, except as is otherwise specified in paragraph B of this Article. Employees will be paid for scheduled days when school is closed and will work on all rescheduled days for no additional compensation.

### B. *Cancellation/Rescheduling*

Bargaining unit members will observe the following cancellation and rescheduling arrangements:

1. Education Center personnel will follow the MO-ISD cancellation and rescheduling protocol.
2. Itinerant staff will follow the cancellation and rescheduling protocol of the constituent district(s) to which they are assigned. In the event that an itinerant bargaining unit member is assigned to more than one constituent district and any of those districts conduct an instructional day on a day when the other district(s) are closed, the bargaining unit member shall report to the open district unless services cannot be rendered at that location. In the latter circumstance, the employee will either not report or, with consent of his/her supervisor, may report to their office at the ISD.
3. Bargaining unit members assigned to MO-ISD operated satellite classrooms in constituent school districts or at residential educational programs shall follow the cancellation and rescheduling protocol of the host entity where the program is physically located.

## ARTICLE 14 – CALENDAR

### A. *Required Days*

The 2000-01 school year will consist of 184 work days, as follows:

1	180	Student Days
2	1	Pre-School Professional Development Day
3	1	Post-School Professional Development Day
4	1	Semester Break Professional Development Day
5	<u>1</u>	Professional Development during the School Year to be set by the
6		Administration
7	184	Total Work Days

8 *B. Calendar Development*

9 The District shall set the calendar following the perpetual calendar guidelines  
 10 developed in conjunction with local school district Administrations and Education  
 11 Associations.

12 *C. Eagle Village Calendar Development*

13 The District shall set the Eagle Village school calendar, with input from those  
 14 MOISD employees covered by this agreement and assigned to Eagle Village, using  
 15 the previous year's calendar as a guideline for the new calendar.

16 *D. Additional Professional Development Days*

17 Beginning with the 2001-2002 school year each employee will be provided one (1)  
 18 day of professional development (within the 184 day work year) in addition to the  
 19 days specified in Article 14, Paragraph A, above.

20 **ARTICLE 15 – DURATION OF AGREEMENT**

21 This Agreement shall be effective as of the 1st day of July, 2000, and shall continue  
 22 effective until the 30th day of June, 2003.

23 This agreement shall not be extended orally and it is expressly understood that it shall  
 24 expire on the day indicated.

1 **SCHEDULE A—SALARY SCHEDULE**

**2000-2001 SALARY SCHEDULE**  
**3% plus per diem for any days over 184**

**3% Plus Step**

		<b>BA + 30</b>		
<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>	<b>EDS</b>
0	31,800	33,887	35,041	36,232
1	33,709	35,921	37,143	38,406
2	35,616	37,954	39,245	40,580
3	37,524	39,989	41,347	42,754
4	39,434	42,022	43,450	44,929
5	41,341	44,054	45,553	47,101
6	43,249	46,087	47,655	49,275
7	45,158	48,122	49,757	51,449
8	47,064	50,155	51,859	53,622
9	48,971	52,189	53,962	55,797
10	50,881	54,221	56,063	57,971
<b>LONGEVITY</b>				
11	51,681	55,021	56,863	58,771
12	52,431	55,771	57,613	59,521

2  
3 The parties acknowledge that the salary increases for the term of this Agreement have been  
4 arrived at in consideration of anticipated premium increases for employee health benefits  
5 as set forth in Article 5.

1 **SCHEDULE A—SALARY SCHEDULE**

**2001-2002 SALARY SCHEDULE**  
**2.5% plus per diem for any days over 184**

**2.5% Plus Step**

		<b>BA + 30</b>		
<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>	<b>EDS</b>
0	32,595	34,734	35,917	37,138
1	34,552	36,819	38,072	39,366
2	36,506	38,903	40,226	41,595
3	38,462	40,989	42,381	43,823
4	40,420	43,073	44,536	46,052
5	42,375	45,155	46,692	48,279
6	44,330	47,239	48,846	50,507
7	46,287	49,325	51,001	52,735
8	48,241	51,409	53,155	54,963
9	50,195	53,494	55,311	57,192
10	52,153	55,577	57,465	59,420
<b>LONGEVITY</b>				
11	52,953	56,377	58,265	60,220
12	53,703	57,127	59,015	60,970

2  
3 The parties acknowledge that the salary increases for the term of this Agreement have been  
4 arrived at in consideration of anticipated premium increases for employee health benefits  
5 as set forth in Article 5.

1 **SCHEDULE A—SALARY SCHEDULE**

**2002-2003 SALARY SCHEDULE**  
**2.5% plus per diem for any days over 184**

**2.5% Plus Step**

		<b>BA + 30</b>		
<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA + 20</b>	<b>EDS</b>
0	33,410	35,602	36,815	38,066
1	35,416	37,739	39,024	40,350
2	37,419	39,876	41,232	42,635
3	39,424	42,014	43,441	44,919
4	41,431	44,150	45,649	47,203
5	43,434	46,284	47,859	49,486
6	45,438	48,420	50,067	51,770
7	47,444	50,558	52,276	54,053
8	49,447	52,694	54,484	56,337
9	51,450	54,831	56,694	58,622
10	53,457	56,966	58,902	60,906
<b>LONGEVITY</b>				
11	54,257	57,766	59,702	61,706
12	55,007	58,516	60,452	62,456

2  
3 The parties acknowledge that the salary increases for the term of this Agreement have been  
4 arrived at in consideration of anticipated premium increases for employee health benefits  
5 as set forth in Article 5.

1 **SCHEDULE B - LONGEVITY PAY**

2 Experience will be computed only at the beginning of the school year. Only one (1) step  
3 per year will be granted.

4 *Step 11*

5 A. Longevity will be based on at least 16 years of experience, 12 of which must be full  
6 time equated experience with the Mecosta-Osceola Intermediate School District.

7 1. A rate of \$800 will be applied to all lanes of the salary schedule.

8 *Step 12*

9 A. Longevity will be based on at least 19 years of experience, 15 of which must be full  
10 time equated experience with the Mecosta-Osceola Intermediate School District.

11 1. A rate of \$1550 will be applied to all lanes of the salary schedule.

1 **SCHEDULE C - MILEAGE RATES**

2 Mileage reimbursement will be determined in the following manner:

3 The base rate shall match the standard mileage rate as established by the United States  
4 Internal Revenue Service. Changes to the standard mileage rate announced by the Internal  
5 Revenue Service shall become effective on the implementation date set by the Internal  
6 Revenue Service. Bargaining unit members shall be given written notice of changes in the  
7 mileage rate and the effective date of the change.

8 Employees who use their own car(s) for work and drive only short distances during the day  
9 will be reimbursed at the rate of \$1.00 per stop between schools or at the mileage  
10 reimbursement rate, whichever is greater.

11 ITINERANT STAFF

12 All itinerant staff will be paid for actual mileage driven on official school business, minus  
13 twice the distance from their homes to the nearest assigned school building.

14 Mileage will only be paid for distances within the intermediate district boundaries, except  
15 as agreed administratively for other purposes.

16 Any situation not covered appropriately by this policy will be dealt with as an individual  
17 matter by the Superintendent in consultation with the person involved and thereafter agreed  
18 upon by the Bargaining Unit.

19 CLASSROOM TEACHERS

20 All teachers assigned to a classroom shall be eligible to receive a transportation  
21 reimbursement for mileage incurred for classroom purposes.

22 Example of trips which may be approved:

- 23 1. Home visits
- 24 2. Use of private automobile in case of emergency
- 25 3. Travel to IEPC meeting.
- 26 4. Travel to Intermediate School District meeting.
- 27 5. Any other meetings and/or activities as agreed upon in advance by the  
28 Superintendent and the teacher. Definition of these meetings and/or activities  
29 will be arrived at jointly by the Superintendent and a representative of the  
30 Negotiating Unit.



- 1 Staff members will in all cases plan their trips so they can consolidate their business in the
- 2 least number of trips possible.
- 3 Sharing of transportation or carpools will be required whenever possible.
- 4 If an employee changes his residence after his initial assignment, the MOISD will not be
- 5 responsible to pay any additional mileage costs incurred by the employee in the course of
- 6 serving the students in the areas of his original assignment. This provision is to be on a
- 7 year-to-year basis. Any exceptions or deviations not covered in this paragraph will be
- 8 resolved between the Superintendent, the employee, and an Association Representative.

**SCHEDULE D – PER DIEM RATES FOR VOLUNTARY CURRICULUM WORK**

1  
2  
3  
4

The rate of pay shall be \$50 per half day and \$100 per full day for approved curriculum work on non-contracted days.

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