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**AGREEMENT**

**1991 - 1994**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION OF**

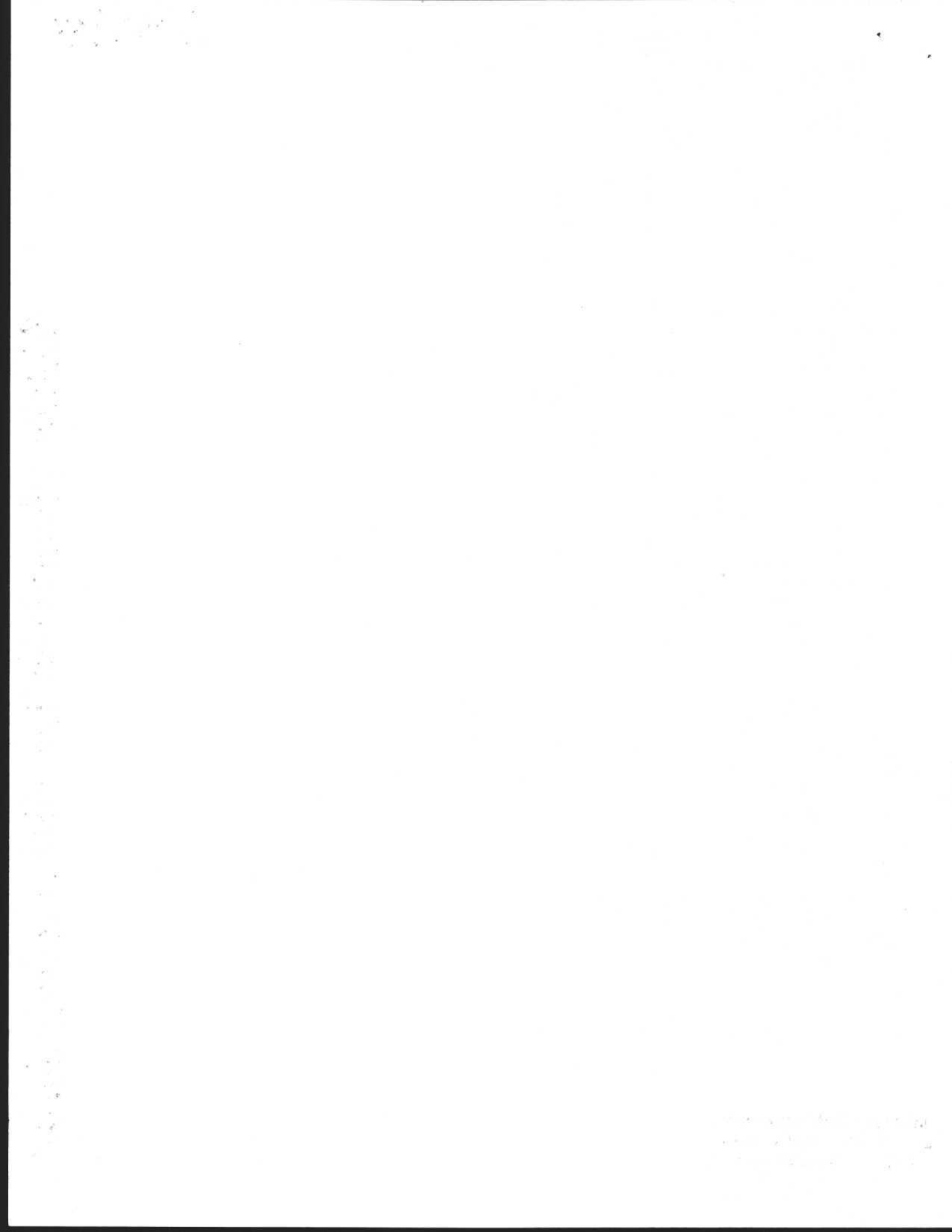
**THE CLINTON COUNTY**

**INTERMEDIATE SCHOOL DISTRICT**

**AND**

**THE CLINTON INGHAM EDUCATION ASSOCIATION**

*Clinton County Intermediate School District*



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AGREEMENT BETWEEN  
CLINTON COUNTY INTERMEDIATE SCHOOL DISTRICT

AND

THE INGHAM COUNTY EDUCATION ASSOCIATION, MEA/NEA

This Agreement entered into on the 4th day of September, 1991, by and between the Board of Education of the Intermediate School District in the County of Clinton, Michigan hereinafter called the "Board," and the Ingham County Education Association, MEA/NEA, hereinafter called the "Association":

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education and specialized services for the children of the constituent school districts in the Clinton County Intermediate School District is their mutual aim and that the effectiveness of such education and service depends upon professional and cooperative planning, implementation with constituent districts, to become familiar with ISD programs and services, through visitations, inservices, workshops and staff presentations, and

WHEREAS, the members of the profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board functions within the powers and duties delegated by state law and is solely responsible for the adoption of policy, and

WHEREAS, the Board and Association have statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain in good faith with respect to hours, wages, terms and conditions of employment; and

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

- A. The Board recognized the association as the exclusive bargaining representative, as defined in Section 11 of Act 336, Public Acts of 1947 as amended, for:

The Staff positions covered by this agreement are all certified and licensed professional staff such as: Speech Therapist, School Social Workers, School Psychologist, Homebound and Hospitalized Teacher, Teacher Consultants, Physical Therapists, Occupational Therapists, Certified Vocational Education Teachers and Special Education Classroom Teachers as defined by School law, hereafter referred to as specialist. Excluding administrative and supervisory personnel, clerical, secretarial, licensed or certified persons employed as aides, aides and custodial staff and all non-regular part time employees and all other such employees.

- B. The term "specialists" when used in this agreement shall refer to all employees represented by the Association in the Bargaining Unit.
- C. The Board of Education and/or its delegated agents shall hereafter be referred to as "The Board."
- D. Disputes arising concerning the bargaining unit classification of a professional position will be resolved by the Michigan Employment Relations Commission.
- E. The term "Local Association" when used in this Agreement shall refer to the local unit of the Association whose members are employees of the Board.

ARTICLE II

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The District and Association agree to abide by Act 336 of the Public Acts of 1947, as amended, and to all applicable laws and statutes pertaining to specialists rights and responsibilities.
  
- B. The Association agrees that specialists shall have the right to join any specialist organization, but membership in a specialist organization shall not be required as a condition of employment.
  
- C. The Local Association (and its members) shall have the right to use facilities for meetings upon the approval of the Superintendent or designee. Such use of the buildings shall be without charge on regular school days. Requests for evening or weekend use will be subject to the approval of the Superintendent or designee when requested in writing two (2) days in advance. When such evening or weekend use results in added cost to the district, such cost will be billed to and paid by the Association.
  
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on ISD property with the approval of the Superintendent or designee, provided that this shall not interfere with or interrupt normal operations.
  
- E. The Local Association shall have the right to use Board designated typewriters, the spirit duplicator, calculating machines and audio-visual equipment upon

written notification to the Superintendent or designee. The use of the copy machine will be permitted provided costs of operations are met by the Association.

Arrangements for use of designated equipment shall not interfere with the normal operation of the district.

- F. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board, which shall be provided in the Intermediate District owned or leased buildings. The Association may use mail boxes for communications to teachers.
- G. The private lives of specialists shall not be the concern of the Board unless their conduct shall adversely affect their relationship with students or the discharge of their professional duties.
- H. The Association shall be responsible to notify the Board, in writing, the elected officers of the Association.
- I. The provisions of this Agreement shall be applied without regard to race, creed, religion, ethnic group, national origin, age, sex, handicap or marital status.



### ARTICLE III

#### BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, hereby, retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. The Board's judgment and discretion in connection therewith shall be limited only to the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States.

The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation the right to:

1. Establish policies, manage and control the Intermediate District, its equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all foregoing, and the right to establish, modify or change any work or business or school hours or days.
3. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote, transfer and lay off of specialists.
4. Adopt reasonable rules and regulations.
5. Determine the size of the administrative organization, its functions, authority, amount of supervision and organization, provided that the Board shall not abridge any rights from specialists as specifically provided for in the Agreement.
6. Determine the number and location or relocation of its facilities.

7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

The foregoing are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- .B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, except by mutual consent (letter or Agreement).

## ARTICLE IV

### AGENCY SHOP AND PAYROLL DEDUCTIONS

#### A. Agency Shop

1. Association Membership. Each specialist in the bargaining unit shall have the right to freely join or refrain from joining the Association and shall not be discriminated against by reason of joining or refusing to join the Association. A specialist who is not a member of the Association at the time of ratification of this agreement shall have the option of joining the Association, paying the representation fee or being excluded from any obligation under this clause.
2. Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a specialist of his equal obligation to compensate the Association for the benefits he receives and to represent all of the specialists in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the specialists in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each specialist in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.
3. Service Fee. Except as hereinafter provided, each specialist who is not a member of the Association in good standing and does not make application for membership thirty (30) calendar days from their date of hire shall, as a condition of employment, pay a service fee. The service fee shall be determined by the Association and shall be equivalent to each specialist's proportionate share of the cost of negotiating and administering the collective bargaining agreement but in no event shall it be more than the regular monthly association membership dues uniformly required of specialists who are members. The amount of said dues or service fee shall be that amount which the Association designates in writing during the first two weeks of September of each year. If during the term of this agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful. The provision shall not apply to specialists who were not members of the Association or paying a service fee prior to ratification of this Agreement.
4. Specialist's Authorization. Each bargaining unit member may sign and deliver to the Board an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue in effect from year to year unless revoked in writing by the specialist.

5. Board Responsibility. Pursuant to such authorization, the Board shall deduct such dues from the regular check of the specialist over twenty-one (21) pay periods and monthly transmit the total deductions to the Association, together with a listing of each specialist for whom deductions were made, except that the Board shall not be required to make deductions authorized by a specialist during any pay period such employee did not provide services to the board unless such specialist was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.
6. Limitations. In the event a specialist who is obligated to, but fails to pay the Association dues or service fee directly to the Association, or to authorize payment through payroll deductions, such failure shall not cause the specialist to be terminated. However, the Board recognize the right of the Association, based on the obligations set forth in this Agreement, to pursue collection of either the Association dues or the service fee by appropriate action in a court of competent jurisdiction. The Association agrees that in no event shall the Board be a party to such collection action, that it shall not be involved in any manner in the enforcement or collection of a specialist's obligation to the Association, and that the Association shall not use wage assignment nor garnishment as methods for collecting dues or fees.
7. Conscientious Objections. Notwithstanding the foregoing provisions, any specialist whose ideological beliefs prevent him from supporting the Association shall, so as to show good faith in view of the fact that other nonmembers of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such specialists shall pay a sum equivalent to the service fee required to be paid by nonmembers of the Association to a non-union, nonreligious charitable organization mutually agreed upon by the Association and the specialist furnishing a copy of the receipt thereof to the Association. The specialist may authorize a payroll deduction in the same manner as provided in A(5) above. In the event a specialist shall not pay through payroll deductions, the Association shall have a right to pursue collection of said contribution by appropriate action in a court of competent jurisdiction pursuant to A(6) above.

B. Payroll Deductions

Upon appropriate written authorization from the specialist, the Board shall deduct from the salary of any specialist and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.

C. Save Harmless

The Association agrees to indemnify and save the Board, including each individual school Board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this agreement.

ARTICLE V

WORKING CONDITIONS

- A. Any specialist who feels that existing facilities are inadequate may file a written statement with the Program Director or designee specifically outlining needed improvements. The Program Director or designee and/or the Superintendent agrees to confer with local Superintendents and/or local principals regarding any reported deficiencies that may exist. Such conference will be held within ten (10) working days. Written copies of a summary of this conference shall be submitted to the specialist, the Local Association, and the Local School Superintendent and/or Local School Principal and Program Director or designee.
- B. The parties recognize the importance of the use of professional reference materials by the specialists. The Board therefore agrees to provide and maintain agreed upon professional reference materials and the specialists agree to use reasonable care in handling and using such materials.
- C. The Board at its discretion, agrees to make available reasonable telephone, typing and duplicating services with the assistance of clerical staff.
- D. Except in emergencies, the Board shall not require the specialist or the aides present to supervise another specialist's class(es), without his/her consent.
- E. Each April the staff will have the opportunity to submit budgetary recommendations to their respective supervisors. These recommendations shall be considered by the Superintendent or designee.

- F. A specialist shall not be required to perform any duties not specified in their job description, without their consent.
  
- G. Specialists may be permitted to visit other programs in their specialty areas with administrative consent.
  
- H. The Board recognizes the importance of protecting a teacher from physical abuse by a student will provide whatever assistance necessary.

The Board will also, upon the teacher's request, review the student's program and consider any appropriate action that might need to be taken.

- I. The Board recognizes the need to provide quality programs to meet the individual student's educational plans. The assignment of aides to professional staff and their programs shall be cooperatively planned by the supervisor and the professional staff. When this process does not result in agreement, the administration retains the administrative function to make assignments.
  
- J. The specialist shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Specialists shall receive appropriate training and medical consultation regarding medical factors of students, and the specialist will be provided appropriate liability coverage. Otherwise, it shall be the responsibility of the specialist to implement the student's individualized educational plan for attending to the educational needs of the student while in the specialist's class.



## ARTICLE VI

### WORKING HOURS, CASELOADS AND ASSIGNMENTS

- A. 1. All specialists shall be required to perform professional services, for at least 6½ hours per day exclusive of lunch period. Any deviation from this required schedule must be with prior approval of the Program Directors or designees. Also, specialists are encouraged to attend to those matters which require attention at that time, including consultations with parents when scheduled directly with the specialists, scheduled staff meetings, Open House or Parent-Teacher Conferences. Normally, staff meetings, IEPCs and other functions will be scheduled during the work day. Scheduling of staff meetings, IEPCs and other functions after the normal working day shall be kept to a minimum, and shall require advance notification to the specialists.
2. When a meeting is called with less than two weeks notice, itinerant specialists will be notified at the local district as specified by the written weekly schedule by phone, in addition to placing written notice in the specialists mailbox. When a specialist misses a meeting, the specialist shall be responsible for contacting the supervisor in an effort to be apprised of the content of the meeting.
3. Those specialists who are classroom teachers and are assigned to a constituent school district shall have the same report in, lunch period, and dismissal hours as the local classroom teacher.
4. The schedule of the working day for specialists associated with classroom programs not included in two (2) above, will be set by the administration prior to the beginning of each school year.
5. Classroom teachers assigned to the ISD may have a 30 minute duty-free lunch period or said time to apply to the 6 1/2 hour contact with students, if approved by his/her supervisor.
6. Classroom teachers assigned to the ISD shall have a specific planning period daily determined at the beginning of the school year by his/her supervisor.
7. The schedule for Sunshine Meadows will include eight (8) half-days for the purpose of collaborative planning, interstaff consultation regarding specific students, interagency consultations, planning IEPCs, holding IEPCs, home visits and visiting other programs. Such half-days and such activities will be jointly planned with the administration. One (1) half-day will be reserved for CPR training. The scheduling of the half-days and activities must be approved by the administration. Necessary deviation will be worked out jointly by the staff and the administrator.



8. Itinerant specialists shall have no less than 3 1/4 hours each week for planning and records, such planning time determined at the beginning of each school year by the program director or supervisor.
- 
- B. Caseloads for specialists and class size for teachers shall not exceed the maximum recommendations as promulgated by the State Department of Education. Specialists with class overloads will be permitted if:
    1. A deviation request is filed by the program director and approved by the State Department of Education.
  - C. Each specialist shall be responsible for maintaining the proper records of services rendered, including time spent in constituent school districts and such other permanent reports as are required by the Board of Education.
  - D. No specialist shall be assigned outside the specialist's certification (for positions requiring certification) or outside the specialist's disciplines (for positions not requiring certification) without their consent except in emergency situations. All specialists shall be given written notice of their tentative assignments for the forthcoming year no later than the end of the current year.
  - E. When a change in assignment is made, specialists affected will be informed of the reasons for making the change.
  - F. The specialist shall be required to comply with the scheduling and informing policies as established by the Program Director or designee. Designated office staff shall be kept informed of each specialist's schedule during their work week.

- G. Each specialist who is a classroom teacher must report illnesses to the CCISD designated person one (1) hour prior to their first assignment. Non-classroom teachers by 8:15 a.m. to the CCISD Administration Office.
  
- H. Specialists who are available for summer employment shall inform the Program Director in writing of their availability by May 15. Employment for summer programs shall not be obligatory. The calendar for summer and summer hours shall be established by May 1.
  
- I. Classroom teachers and specialists who agree to employment during the summer in the 230 day programs shall receive time off outside of their 230 days assignment of five consecutive days and may be provided additional time off without pay at their request. This time can be scheduled for five consecutive work days prior to the end of the summer session. The time off must be scheduled in advance and with the director's approval. Classroom teachers and specialists will not be compensated for this time.
  
- J. There will be no department heads.

ARTICLE VII

VACANCIES AND TRANSFERS

A. Definitions:

Vacancy: Where a vacancy position was previously held by a specialist unless such position will be discontinued or when a new position covered by this article is created.

Transfer: A change or reassignment of a specialist.

B. Requests by specialists for transfer shall be made in writing by March 15 of each school year. The request shall set forth the reasons for the transfer and the specialist's area of certification or licensure, experience and qualifications. The request shall be filed with the Superintendent.

C. An involuntary transfer will only be made in case of an emergency to prevent undue disruption of the instructional program. In the event that such a transfer becomes necessary, qualified specialists will be informed of the needs of the district and volunteers will be requested. If no qualified specialist volunteers, the Board shall post the position and fill the position on a temporary basis. If no specialist volunteers, involuntary transfers will be based upon district wide seniority and certification, and/or State approval, with final determination by the Superintendent.

D. When a vacancy occurs, the position description and qualifications will be posted on the bulletin board in the Administration Offices and a copy of the notice shall be placed in the specialist mailbox or mailed via U.S. Mail with

a certified, return receipt requested to specialists who are certified or licensed and qualified for the position. This mailing will include any specialist on leave of absence or layoff. Vacancies shall not be permanently filled until after such vacancy has been posted for a period of two (2) weeks from the date of the postmark. This procedure will be followed at all times, including summer recess.

- E. In filling vacancies within the bargaining unit, present employees in the ISD will be given preference. When filling administrative vacancies, the Board will consider, along with the applicant's qualifications, the applicants service in the district. The decision of the Board in filling vacancies shall be final.
  
- F. The foregoing shall not be construed in such a way as to prohibit the Board of Education from providing a racially balanced staff and the Clinton County Intermediate School District is an Equal Opportunity Employer.

ARTICLE VIII

PROFESSIONAL IMPROVEMENT

- A. A specialist desiring to attend a conference or professional development activity which is related to professional responsibilities must submit a request in writing at least one week in advance and receive prior approval of the Program Director or designee.
  
- B. The specialist may be requested to submit a written report within one (1) week of attendance at such meeting.
  
- C. Conference and/or institute fees that exceed twenty-five dollars (\$25) shall be prepaid by the Intermediate School District. Specialists shall submit a detailed estimate of expenses to the Program Director or designee normally two (2) weeks in advance.
  
- D. A statement of actual costs, accompanied by receipts, shall be submitted with the next expense voucher so that any difference between the estimated cost advance and actual expenditure can be corrected.
  
- E. The parties encourage professional improvement and conference attendance by specialists in the area of their specialization. The Board of Education may endorse, after consideration of the merits in each individual case, specialist participation in certain educational projects, conference, study and other outside activities which will benefit the specialist and the School District.

Determination by the Board that such participation would be in the best interests of the School District shall not be considered a precedent.

- F. The Program Director or designee must approve all specialists attendance to any inservice program.
  
- G. The Board shall limit its financial obligation to three hundred dollars (\$300) for conference or workshop attendance per specialist per year. If the specialist is requested to attend a conference or workshop, all expenses will be paid. Up to \$50 shall be applied to dues in professional organizations related to a specialist's discipline.
  
- H. Specialists who are involved in inservice activities within the ISD shall be allowed release time from normal professional duties to plan and carry out inservice activities.

ARTICLE IX

PROFESSIONAL BEHAVIOR

- A. Specialists are expected to comply with the rules, regulations and directions of the Board of Education and administrative staff. It is expressly understood that such rules, regulations and directions shall not abrogate the expressed provisions of this Agreement.
- B. Abuses of sick leave or other leaves of absence, chronic tardiness or absence, deficiencies in professional performance or unethical conduct will result in disciplinary action which may include any or all of the following:
1. Verbal warning.
  2. Written warning.
  3. Disciplinary suspension with pay.
  4. Suspension with pay pending hearing where required by law.
  5. Termination of employment.
- C. The Board of Education and administration (adhere) to the concept of progressive discipline; however, it is expressly understood that in some infractions, termination of employment may be warranted without progressive discipline.
- D. No specialist shall be disciplined, reprimanded or reduced in compensation without just cause.

All information forming the basis for disciplinary action will be made available to the involved parties.

E. Specialists will be responsible to provide the Superintendent with valid State Certification or licensure, transcript of all credits, verification of T.B. tests according to State law and valid teaching certificate, if required.



ARTICLE X

CIVIC AND ASSOCIATION DAYS

- A. A specialist called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact finding, shall be paid their full salary for such time spent on jury duty or giving testimony. Legal duty compensation shall become the property of the Board.
  
- B. At the beginning of every school year, the Association shall be credited with four (4) days, such use to be at the discretion of the Association. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance, providing there is no conflict, and the Association agrees to pay for necessary substitute at the prevailing substitute rate of pay.

ARTICLE XI

SPECIALIST EVALUATION AND PROGRESS

Formal evaluations shall be conducted by the specialist's immediate supervisor in accordance to state guidelines.

- A. All monitoring or observations of the work of a specialist shall be conducted openly and with the full knowledge of the specialist. Specialists shall be informed of which week their formal evaluation observation will occur. Each specialist shall be evaluated at least once every two years by their immediate Clinton County Intermediate School District supervisor.
  
- B. A personal conference between the specialist and the evaluator shall take place within ten (10) work days of the formal evaluation observation. A copy of the written evaluation shall be submitted to the specialist at least two (2) working days prior to the conference. Two (2) copies of the final written evaluation are to be signed by the specialist with one to be returned to the administration, and the other copy (2) to be retained by the specialist. If the specialist disagrees with the written evaluation, that person may submit a written response which shall be attached to the file copy of the evaluation report.
  
- C. If an evaluator finds a specialist lacking, the reasons shall be set forth in writing in specific terms; so shall ways in which the specialist should improve and any assistance which may be given by the administrator.

- D. A committee selected by the Local Association shall meet with the administration to assist in any revisions of this evaluation form. All specialists shall receive a copy of the form upon its completion.
  
- E. Each specialist shall have the right upon request to review the contents of their own personnel file, in accordance with the provisions of the Bullard-Plawecki Employee Right to Know Act, Act 397 of 1978. A representative of the Association may, at the specialist's request, accompany the specialist in this review. The specialist may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question.
  
- F. If a specialist is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material, unless the material is an agreement in and of itself.
  
- G. No material shall be placed in a specialist's personnel file without knowledge of the specialist. A copy of any material shall be given to the specialist who shall have the right to attach written comments.
  
- H. In the event a specialist is given an adverse evaluation, the specialist, upon request, shall be evaluated by another supervisory employee of the District.

ARTICLE XII

ILLNESS - DISABILITY AND PERSONAL LEAVE

A. At the beginning of each school year each employee shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year to one hundred and twelve (112) days. These days will be prorated to specialists who do not work a full school year. One (1) additional personal day will be given to teachers employed for the summer in the 230 day program. The leave days may be taken by an employee for the following reasons and subject to the following conditions:

1. Illness - A specialist may use all or any portion of his/her leave to recover from his/her own illness. A specialist may be permitted to use sick leave days during a serious illness of his/her spouse, child, step-child, other members of the immediate household, and legal dependents, causing grave concern to the specialist in the discretion of the Superintendent.
2. Temporary Disability -
  - a. Specialist anticipating the possible usage of leave for purposes of temporary disability shall notify the Superintendent when possible, at least three (3) months prior to the proposed commencement of such leave.
  - b. Specialist may be required to furnish medical certification of continued ability to perform regular duties upon request of the Board.
  - c. To receive temporary disability payments a specialist must perform all regular duties until physically disabled according to a Doctor's statement and shall return to service as soon as physically able to perform all duties as certified in writing by the specialist's physician.
3. Death in Immediate Family - Up to three (3) days and such days not to be deducted from accrued sick days. Additional days may be granted upon approval of the Superintendent. Immediate family is to include: spouse, child, stepchild, mother, father, daughter-in-law, son-in-law, brothers, sisters, grandparents and grandchildren of the employee and the employee's spouse.

4. Personal Leave Days - Two personal leave days which may be used to transact personal business that cannot otherwise be transacted may be taken each year. The personal business days wherein granted shall be deducted from the sick leave and will not accumulate from year to year, but if not used, accumulates as sick leave.
- B. No personal leave days will be granted immediately before or after a holiday or recess except in emergencies. Leaves before or after a holiday or recess without pay may be granted by the Superintendent or Program Director if arrangements are made well in advance, two (2) weeks of the time to be absent.
- C. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth their total sick leave credit.
- D. An employee who is unable to provide services because of personal illness or temporary or long term disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one year. The leave may be renewed each year upon written request by an employee consistent with the provision of Article XIII. A. 3.
- E. In cases where the Board has reasonable concern over abuse of sick leave, temporary disability, and personal business leave days, verification of use may be required by the Board at the Board's expense.
- F. The Board agrees to continue to provide the health insurance benefits to a specialist who has exhausted sick leave accrual for up to one year following the exhaustion of sick leave days.

G. Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Workman's Compensation Law of the State of Michigan. Injuries shall be reported to the office as soon as possible to insure proper handling of claims. Specialists may be entitled to deduct from their accumulated sick leave the difference between their normal salary and the actual benefits received from the Michigan Workman's Compensation Act, considering the tax free status of such benefits, until exhaustion of sick leave.

H. There is established a Sick Leave Bank to be administered jointly by a committee of four (4) members - two (2) members appointed by the Association and two (2) members appointed by the Superintendent. The joint committee will develop criteria for the use of the sick leave bank and be responsible for reviewing and approving requests for sick leave withdrawal from the bank.

Specialists may donate two (2) days per year to a sick bank that shall carry a limit of seventy (70) days. The bank will be: 1) restricted to specialists who contribute to the bank, 2) reimbursed on a one for one basis by specialists who borrow from the bank.

I. Specialists may be allowed days without pay. These days may be granted at the discretion of the Superintendent.

J. When a specialist is absent, as a result of physical abuse by a student, up to two (2) days may be granted per incident when approved by the immediate

supervisor. Additional days beyond the two (2) granted and approved will be deducted from the specialists accumulated sick time.

Upon qualification for long term disability and/or workers' compensation benefits as a result of physical abuse by a student, and all sick days have been exhausted, the Board agrees to continue to provide health insurance benefits for up to one year following the qualification of LTD and/or Workers' compensation.

ARTICLE XIII

LEAVES OF ABSENCE WITHOUT PAY

- A. 1. Leave of absence without pay may be granted to a specialist for the following enumerated reasons and conditions listed hereunder upon written request of the specialist addressed to the Board of Education. These leaves of absence may be extended or renewed by the Board of Education which reserves the right to approve the beginning and terminating dates of the leave of absence. All requests for renewals shall be filed in writing not less than ninety days prior to the termination of the leave.
- 2. Leaves may be granted to a specialist who has completed a minimum of two (2) years continuous employment in the District for the purpose of study, research or participation in a special activity, or to serve as officer within the profession, to campaign for a political office, or to serve in a political office or for child care.
- 3. All such extended leaves shall be limited to a maximum of one year. There will be no compensation or insurance, seniority and salary increments shall not accrue. Sick leave days shall not accrue but unused sick leave days already accrued at the start of the leave shall be reinstated upon return. The conditions under which a person may return from a leave shall be determined by the Board of Education upon recommendation of the Superintendent of Schools at the time of approval of the request of leave.
- B. A leave of absence for the purpose of fulfilling obligations for military service shall be granted in accordance with the applicable statutory law.
- C. Upon application and board approval, a specialist may be provided a leave of absence for the purpose of caring for the specialist's new born or newly adopted infant for the remainder of the semester in which birth or adoption occurs and one additional semester.



ARTICLE XIV

REDUCTIONS IN PERSONNEL

- A. 1. When the board determines a reduction in personnel is necessary, reductions shall be made by layoff of the least senior specialist provided the more senior specialists are certified, licensed and qualified for placement in the available positions.
- 2. If reductions in the educational program(s) and/or personnel are deemed necessary, the district Board shall notify the Association of its intent to layoff specialists prior to the implementation of layoff(s) and/or program reductions.
- B. If for any reason the Board anticipates a reduction in staff for the next school year, each specialist to be laid off shall receive no less than ninety (90) calendar days written notice.
- C. In the event of recall, specialists shall be recalled in inverse order of layoff for a position opening for which they are certified, licensed and qualified. Such specialist shall retain accumulated sick days earned before the layoff. Recall notices shall be mailed certified, return receipt requested.
- D. If a specialist takes another position in another school district or in other employment and receives a notice of recall, the specialist must either:
  - 1. Return to the district within 30 calendar days, or
  - 2. Submit a letter to the district verifying his/her inability to be released from current employment during the current school year with a statement of intent to return at the beginning of the next school year.

If these conditions are not met, the specialist forfeits his/her rights to any future recall.

ARTICLE XV

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the express terms of this contract.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The term "days" as used herein shall mean days in which school is in session.

- C. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested;
7. It shall be submitted on the grievance form (Appendix D).

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. Level One - A specialist believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the specialist shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board or an Ad Hoc Committee established by the Board shall allow the specialist or his/her Association representative an opportunity to be heard at a private meeting for which the grievance was scheduled if requested, or if not requested, give such other consideration as it shall deem appropriate. Within one calendar month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the immediate supervisor of the grievant, the grievant, and the President of the Association.

Level Four - Individual Specialists shall not have the right to process a grievance at Level Four.

The following matters shall not be arbitrable:

The termination of services of or failure to re-employ any specialist.

Any matter involving specialist evaluation.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, pre-hearing statement alleging facts, grounds and defense which will be proven

at the hearing and hold a conference at that time in an attempt to settle the grievance.

3. The decision of the arbitrator shall be final, conclusive and binding employees, the Board and the Association: subject to the right of the Board or the Association to judicial review.
  4. Powers of the arbitrator are subject to the following limitations:
    - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    - b. He shall have no power to establish salary scales or to change any salary schedule.
    - c. He shall have no power to interpret state or federal law.
    - d. He shall not hear any grievance previously barred from the scope of the grievance procedure.
  5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
  6. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall rule upon arbitrability prior to hearing the case on the merits. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
  8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- E. Should a specialist fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a specialist fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the Grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred. Time limits specified herein may be extended upon mutual consent.

- F. The Association shall have no right to initiate a grievance involving the right of a specialist or group of specialists without his or their express approval in writing.
  
- G. All preparation, filing, presentation or consideration of grievances shall be held at a time other than when a specialist or a participating Association representative are to be at their assigned duty stations.
  
- H. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  
- I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filed.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual specialist contracts heretofore in effect. All future specialist contracts shall be made expressly subject to the terms of this Agreement.
  
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all specialist now employed or hereafter employed by the Board.
  
- C. If any provisions of this Agreement or any application of the Agreement to any specialist or group of specialists shall be found contrary to Law, then such a provision or application shall be deemed null and void (except in the extent permitted by law). All other provisions or application shall continue in full force and effect.
  
- D. The association shall not engage in a strike against the employer during the duration of this contract.
  
- E. All specialists covered under this Agreement who participate in the production of tapes, publications, or other educational material produced outside school time and not utilizing district equipment and materials shall retain residual rights should they be copyrighted or sold by the District.

- F. In the event that this District shall be combined with one or more districts, the Board will use its best efforts to assure continued employment of its members in such consolidated district. In the event any program or service of the District is assumed by a local school district, the Board will use its best efforts to assure employment of affected personnel by the local school district.
- G. If the Board assumes any new ongoing programs, the hours, wages, working conditions, and other relevant issues concerning the specialists involved, shall be subject to negotiations. Such negotiations shall be conducted with a team appointed by the Association.
- H. In the event that severe weather occurs and the Superintendent determines that the Walter Kyes School, Sunshine Meadows School and/or Shared Time Programs shall not operate, then such notification will be made via local radio stations:  
however,
1. If a local school in which an employee serves is open and the employee is scheduled for that school on that day, then the employee shall report for work;
  2. If a local school in which an employee serves is closed by severe weather and the employee is scheduled for that school on that day, the employee will not be expected to report for work.
  3. Leave day accumulation accounts will not be charged for any specialist who was scheduled to use a leave day on any day when school has been canceled, and no substitute cost has been incurred.



ARTICLE XVII

PROFESSIONAL COMPENSATION

- A. Basic salaries of specialists covered by this Agreement are set forth in Appendix B which is attached hereto and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
  
- B. All new specialists may be given credit on the salary schedule set forth in Appendix B for years of experience in other school districts and/or experience related to the position of employment (up to a maximum of five (5) years. Additional years of experience may be granted upon the Superintendent's recommendation and approval of the Board.

Salaries will be paid bi-weekly beginning with the first Friday after commencement of the school year, and shall be paid in twenty-six (26) equal installments unless, prior to September 1, written request is made for twenty-one (21) equal payments. The above salary payment arrangement is subject to approval and processing through the payroll processing center.

- C. The salary schedule is based upon the regular school calendar as set forth in Appendix C and the normal professional responsibility and duties as defined in this Agreement. Any specialist performing identical duties during the summer months will be compensated on a prorated basis of his/her salary schedule amount.

D. Specialists accumulating enough credit hours for movement to an advanced degree schedule shall receive an adjustment in pay (upon presentation of proof of credits earned). Credits for such adjustment must be:

1. Graduate semester hours or their quarterly equivalent;
2. Earned within seven (7) years after beginning the course work toward the next higher schedule;
3. In the field of specialization, or educationally related to the services provided by the intermediate school district;
4. Listed on an official transcript(s) of a university or college and the credits of "C" or better, or if no grade is given "passed."

E. When an employee of the C.C.I.S.D. has attained the maximum step in his classification and has remained at said step for one (1) contract year, he/she will receive \$600.00 additional salary.

F. Fringe benefits shall be provided as set forth in Appendix A.

G. Travel - Specialists shall receive mileage payments in the amounts and under the conditions herein below set forth:

1. Mileage claims for each preceding recording period are to be forwarded to the program director or designee by the 5th day of the following month. Forms are available at the Intermediate office for reporting mileage.
2. Travel Reimbursements:  
  
18¢/mile -- when gas is 85.9¢/gal. but less than 95.9¢/gal.  
19¢/mile -- when gas is 95.9¢/gal. but less than 105.9¢/gal.  
20¢/mile -- when gas is 105.9¢/gal. but less than 115.9¢/gal.

This formula will progress after the above price of \$1.159/gal. at the rate of \$.01 for each \$.10 increase on the average price of lead free gas between Drake Station north of St. Johns and Amoco at the corner of M-21 and U.S. 27.

For intermediate personnel on official school business, mileage will commence from the intermediate office, or shared time building, or constituent district entry points, throughout the work day and back to the office, or Shared Time building, or constituent district entry points.

Reimbursements for home visits shall be based on the odometer reading. Mileage claims will list the destinations (schools, students names and address of home calls) and distances traveled each day of the claim periods.

A mileage chart shall be provided for all intermediate personnel which establishes entry points into the constituent district schools with mileage and mileage between the intermediate office and Shared Time building and constituent district schools.

#### H. Severance

Each specialist who has worked for the CCISD for at least fifteen (15) years in a licensed and/or certified capacity shall be eligible to receive a severance benefit as follows:

1. If the eligible specialist provides notice of severance by April 1 prior to the end of the school year of severance or has been notified of severance by the District due to discontinuation of position or program, and
2. If the eligible specialist submits his/her resignation to be effective at the conclusion of that school year, then he/she shall be paid:
  - a. 15 through 20 years of service.....\$20 per accumulated sick day at end of school year.
  - b. 21 through 26 years of service.....\$25 per accumulated sick day at end of school year.
  - c. 27 years and over.....\$30 per accumulated sick day at end of school year.
3. Maximum severance benefit to be paid cannot exceed three thousand three hundred sixty dollars (\$3360).

## ARTICLE XVIII

### SUBCONTRACTING

The District may subcontract the duties of bargaining unit employees whenever there is a need to reduce a backlog of referrals within mandated time limits or there is an insufficient number of qualified professionals on staff to perform those duties. Such subcontracting may occur even though regular staff are on layoff, particularly if such backlogs would not be eliminated in a timely manner by recall of laid off staff member. However, in the event the District determined that there is a need to employ a qualified specialist at least 1/2 time for a specific period of ninety (90) consecutive days of work, the District shall first offer such a position to qualified and eligible laid-off specialists in accordance with Article XIV, Section B of the Agreement. The provision of Article XIV, Section C shall not apply to specialists who are recalled pursuant to Article XVIII and later laid-off. Laid-off specialists shall be eligible for subcontracts provided they give notice of their availability to the Superintendent or his designee. A specialist shall have one (1) day to respond to any such offer.

1. Prior to any subcontracting of therapy or evaluation services, the District shall notify the Association at least (1) working day in advance of its intent to do so. Included in this notice shall be:
  - a. The required services;
  - b. the date of referral for ISD services, if applicable; and
  - c. the agency(ies) or person(s) expected to provide the service(s).
2. If the District subcontracts therapy or evaluation services, and there are available laid-off specialists who are qualified to perform these services, the District shall offer said specialists the subcontract prior to subcontracting with any other person or organization. The rate of payment for services subcontracted to specialists while they are laid off shall be no less than that offered to any other subcontractor for those services. Clerical services may be provided to subcontracted laid-off specialists on a service available basis.

3. Nothing herein shall limit the District's right to subcontract outside of the bargaining unit for inservice training and consultation with the administration and staff of the District, or if such services are recommended for a student by an I.E.P.C.
4. Subcontracts for psychological evaluation or re-evaluation which are scheduled by the district to be performed during the summer break shall be offered as follows:
  - a. Specialists who would normally be assigned said evaluations during the regular school year shall be given first opportunity to receive said subcontract provided they inform this District of their availability by the last work day of the regular school year.
  - b. Qualified specialists who by the last work day of the regular school year indicate their availability to perform such services shall then be given the opportunity to receive said contract in order of seniority.
  - c. The District may then subcontract the services pursuant to the provisions of Section 2, above.

Specialist receiving a subcontract as provided above shall be paid at the same rate as would be offered an outside subcontractor for the same work. The Association shall be notified of any such work subcontracted.

ARTICLE XIX

DURATION

All articles of this Agreement shall be effective upon ratification and signature by both parties retroactive to July 1, 1991 through June 30, 1994. This Agreement shall terminate on June 30, 1994. Either party may initiate negotiations for a successor Agreement by giving written notice to the other party on or after March 1, 1994.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year written above.

BY Wendell E. Waggoner  
PRESIDENT OF THE BOARD

BY Louise Carlson  
PRESIDENT OF THE ASSOCIATION

AND Sheryl S. Schwaninger  
SECRETARY OF THE BOARD

AND Susan K. Petty  
SECRETARY OF THE ASSOCIATION

"DISTRICT"

"ASSOCIATION"

Margaret Gooden  
TEAM MEMBER

Carie L. Johnson  
TEAM MEMBER

Jay Johnson  
TEAM MEMBER

Sue Lundberg  
TEAM MEMBER

Jean Walker  
TEAM MEMBER

Nancy Dismick  
TEAM MEMBER

APPENDIX A

INSURANCE PROTECTION

- A. Plan I - Upon submission of a written application, the Board shall provide full family health protection for a full twelve month period by premium payments as required to be covered by S.E.T. Ultra Med C., MESSA Super Med I/MC, or its equivalency, with the carrier designated by the Board; and his/her immediate family and any other single eligible dependents as defined by the U.S. Internal Revenue Service. An open enrollment period shall be provided annually during the month of September.

In addition to health insurance, the insurance coverage provided in paragraph (A) above is to include the following coverages as part of the monthly premium provided in item (A), and will be referred to as Plan I:

1. L.T.D. - 60% of the normal monthly earnings to a maximum benefit amount of \$2,500.

Benefits accrue with respect to any one period of total disability after the expiration of a qualifying period of 3 months.

Social Security Freeze

Drug/Alcohol - 2 years Limitation

Mental/Nervous - 2 years Limitation

2. Dental Coverage: 80/80/80 - \$1,300

3. Negotiated Life at \$20,000 w/AD & D

This is a group term life insurance which provides a death benefit payable to the insured's name beneficiary if death occurs while insured under the plan.

4. VSP Vision Coverage:

To provide professional vision care for the expense of services and materials received according to the following schedule:

Professional Fees	
Vision Examinations, up to	\$15.00
Spectacle Lens (Pair)	
Single Vision, up to	20.00
Bifocal, up to	24.00
Trifocal, up to	30.00
Lenticular, up to	40.00
Frames, up to	8.00
Contact Lens (Pair, inc. the exam), up to	65.00

In lieu of all other benefits (exam, lens and frames) during any plan year.



Effective retroactive to July 1, 1991, the Board shall contribute 100% of the 1991-92 premiums (\$483.88) for Plan I. Effective, July 1, 1992 the amount to be paid by the Board shall not exceed 115% of the amount paid by the Board toward the Plan I premiums during the 1991-92 school year. Effective July 1, 1993 the amount to be paid by the Board shall not exceed 115% of the amount paid by the Board toward the Plan I premiums during the 1992-93 school year.

B. Plan II - For those specialists not electing health insurance coverage included under Plan I, the following coverages will be provided to all full time specialists for a full twelve month period. The carrier will be designated by the Board:

1. L.T.D. - 60% of the normal monthly earnings to a maximum benefit amount of \$2,500.

Benefits accrue with respect to any one period of total disability after the expiration of a qualifying period of 3 months.

Social Security Freeze

Drug/Alcohol - 2 years Limitation

Mental/Nervous - 2 years Limitation

2. Dental Coverage: 50/50/50 - \$1,300
3. Negotiated Life in the amount of \$5,000.

This is a group term life insurance which provides a death benefit payable to the insured's named beneficiary if death occurs while insured under the plan.

4. VSP 2 Vision Coverage.

C. Every eligible specialist may elect either Plan I or Plan II, but not both.

D. Coverage shall commence September 1 and end August 30 of each year.

E. In instances where cost of coverage exceeds the amount of subsidy, the Board shall make provisions of the excess to be payroll deducted.

F. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the Insurance Carrier.

G. The Board is not responsible for benefits available under said insurance coverage for any period when employee is not covered by the carrier.

H. Specialists who have Board provided term life insurance, have a 30 day conversion right upon termination of employment. Any specialist electing his/her right of conversion in order to keep their life insurance in force



must contact the insurance carrier within 30 days of their last day of employment.

I. A specialist who terminates employment and leaves the school system for reasons other than illness or injury during the school year shall have their benefits terminated on the first day of the month following termination of employment.

J. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

K. An amount as listed below, shall be paid on behalf of each Plan II participant to a tax sheltered annuity as authorized by the Internal Revenue Code.

1. 1991-92 \$50 per month
2. 1992-93 \$60 per month
3. 1993-94 \$70 per month.

APPENDIX B

1991-1992  
SALARY SCHEDULE

BA		BA+20		MA	
<u>STEP</u>	<u>SALARY</u>	<u>STEP</u>	<u>SALARY</u>	<u>STEP</u>	<u>SALARY</u>
1	23,192	1	24,256	1	25,106
2	24,256	2	25,319	2	26,383
3	25,319	3	26,383	3	27,660
4	26,383	4	27,660	4	29,150
5	27,447	5	28,427	5	30,427
6	28,510	6	30,000	6	31,703
7	29,787	7	31,064	7	33,191
8	31,064	8	32,553	8	34,682
9	31,915	9	33,831	9	36,170
10	33,191	10	35,106	10	37,448
11	34,060	11	35,974	11	38,315
12	34,894	12	36,809	12	39,151

5% = \$1,255

10% = \$2,511

B.A./B.S.

Approved Baccalaureate Degree

M.A./M.S.

Approved Masters Degree

M.A./M.S. + 5% --

Fifteen (15) semester hours or twenty (20) term credits after receipt of a M.A./M.S. Degree.

M.A./M.S. + 10% --

Thirty (30) semester hours or forty-five (45) term credits after receipt of a M.A./M.S. Degree.

All specialists initially employed subsequent to September 1, 1988 shall not be eligible for placement on the B.A. + 20 schedule.

APPENDIX B  
1992-1993  
SALARY SCHEDULE

BA		BA+20		MA	
<u>STEP</u>	<u>SALARY</u>	<u>STEP</u>	<u>SALARY</u>	<u>STEP</u>	<u>SALARY</u>
1	24,468	1	25,590	1	26,487
2	25,590	2	26,711	2	27,835
3	26,711	3	27,835	3	29,181
4	27,835	4	29,181	4	30,753
5	28,956	5	30,303	5	32,101
6	30,078	6	31,650	6	33,446
7	31,425	7	32,773	7	35,017
8	32,773	8	34,343	8	36,590
9	33,670	9	35,691	9	38,159
10	35,017	10	37,037	10	39,508
11	35,933	11	37,953	11	40,423
12	36,813	12	38,833	12	41,304

5% = \$1,325

10% - \$2,649

B.A./B.S.

Approved Baccalaureate Degree.

M.A./M.S.

Approved Masters Degree.

M.A./M.S. + 5% --

Fifteen (15) semester hours or twenty (20) term credits after receipt of a M.A./M.S. Degree.

M.A./M.S. + 10% --

Thirty (30) semester hours or forty-five (45) term credits after receipt of a M.A./M.S. Degree.

1. All specialists initially employed subsequent to September 1, 1988 shall not be eligible for placement on the B.A. + 20 schedule.

APPENDIX B  
1993-1994  
SALARY SCHEDULE

BA		BA+20		MA	
<u>STEP</u>	<u>SALARY</u>	<u>STEP</u>	<u>SALARY</u>	<u>STEP</u>	<u>SALARY</u>
1	25,813	1	26,997	1	27,943
2	26,997	2	28,181	2	29,365
3	28,181	3	29,365	3	30,786
4	29,365	4	30,786	4	32,444
5	30,549	5	31,970	5	33,866
6	31,733	6	33,391	6	35,286
7	33,154	7	34,576	7	36,943
8	34,576	8	36,232	8	38,602
9	35,522	9	37,654	9	40,258
10	36,943	10	39,074	10	41,681
11	37,909	11	40,040	11	42,646
12	38,838	12	40,969	12	43,576

5% = \$1,397

10% - \$2,794

B.A./B.S.

Approved Baccalaureate Degree.

M.A./M.S.

Approved Masters Degree.

M.A./M.S. + 5% --

Fifteen (15) semester hours or twenty (20) term credits after receipt of a M.A./M.S. Degree.

M.A./M.S. + 10% --

Thirty (30) semester hours or forty-five (45) term credits after receipt of a M.A./M.S. Degree.

1. All specialists initially employed subsequent to September 1, 1988 shall not be eligible for placement on the B.A. + 20 schedule.

APPENDIX C

CLINTON COUNTY INTERMEDIATE SCHOOL DISTRICT

1991-92 SCHOOL CALENDAR  
184 Day School Year

AUGUST	26	STAFF REPORT
AUGUST	28	First Day for Students
AUGUST	30	NO SCHOOL
SEPTEMBER	3	School Resumes
NOVEMBER	28 & 29	No School - Thanksgiving Recess
DECEMBER	23 - JAN. 3	CHRISTMAS/NEW YEAR RECESS
JANUARY	6	SCHOOL RESUMES
APRIL	6 - 10	No School - Spring Recess
APRIL	13	School Resumes
APRIL	17	No School - Good Friday
MAY	25	No School - Memorial Day
JUNE	3	Last Day for Students
JUNE	5	Last Day for Staff

APPENDIX D  
GRIEVANCE FORM

Grievance Number \_\_\_\_\_

Date of Violation \_\_\_\_\_

School \_\_\_\_\_

STATEMENT OF GRIEVANCE: (Attached)

REMEDY REQUESTED: (Attached)

Approved for processing:

\_\_\_\_\_  
Signature of EA Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant (use reverse  
side for additional signatures if  
more than one (Grievant).

DIRECTOR'S DISPOSITION: (Attached)

Date Received: \_\_\_\_\_

Date of Action: \_\_\_\_\_

\_\_\_\_\_  
Signature of Director

ASSOCIATION'S RESPONSE:  
Satisfactory \_\_\_\_\_

\_\_\_\_\_  
Unsatisfactory  
(Reasons Attached)

Date: \_\_\_\_\_

SUPERINTENDENT'S DISPOSITION: (Attached)

Date Received: \_\_\_\_\_

Date of Action: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

ASSOCIATION'S RESPONSE:  
Satisfactory \_\_\_\_\_

\_\_\_\_\_  
Unsatisfactory  
(Reasons Attached)

Date: \_\_\_\_\_

BOARD'S DISPOSITION: (Attached)

Date Received: \_\_\_\_\_

Date of Action: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

ASSOCIATION'S RESPONSE:  
Satisfactory \_\_\_\_\_

\_\_\_\_\_  
Unsatisfactory  
(Reasons Attached)

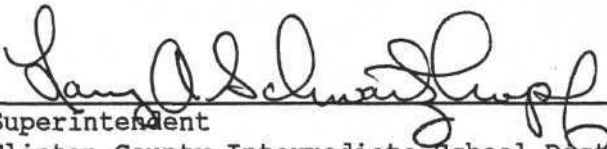
Date: \_\_\_\_\_


Arbitration Indicated \_\_\_\_\_

Letter of Agreement

September 4, 1991

The parties agree that for the duration of the 1991-94 Agreement, MESSA shall be the carrier of the Appendix A Insurance Protection. Any change in carrier or coverage may be made only by mutual agreement in writing by the Board and the Association.

  
\_\_\_\_\_  
Superintendent  
Clinton County Intermediate School District

  
\_\_\_\_\_  
Uniserv Director  
Ingham Clinton Education Association

