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AGREEMENT BETWEEN
THE SHIAWASSEE INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE SHIAWASSEE COUNTY
INTERMEDIATE EDUCATION
ASSOCIATION

AUGUST 24, 1991 – AUGUST 26, 1994

Shiawassee Intermediate School District

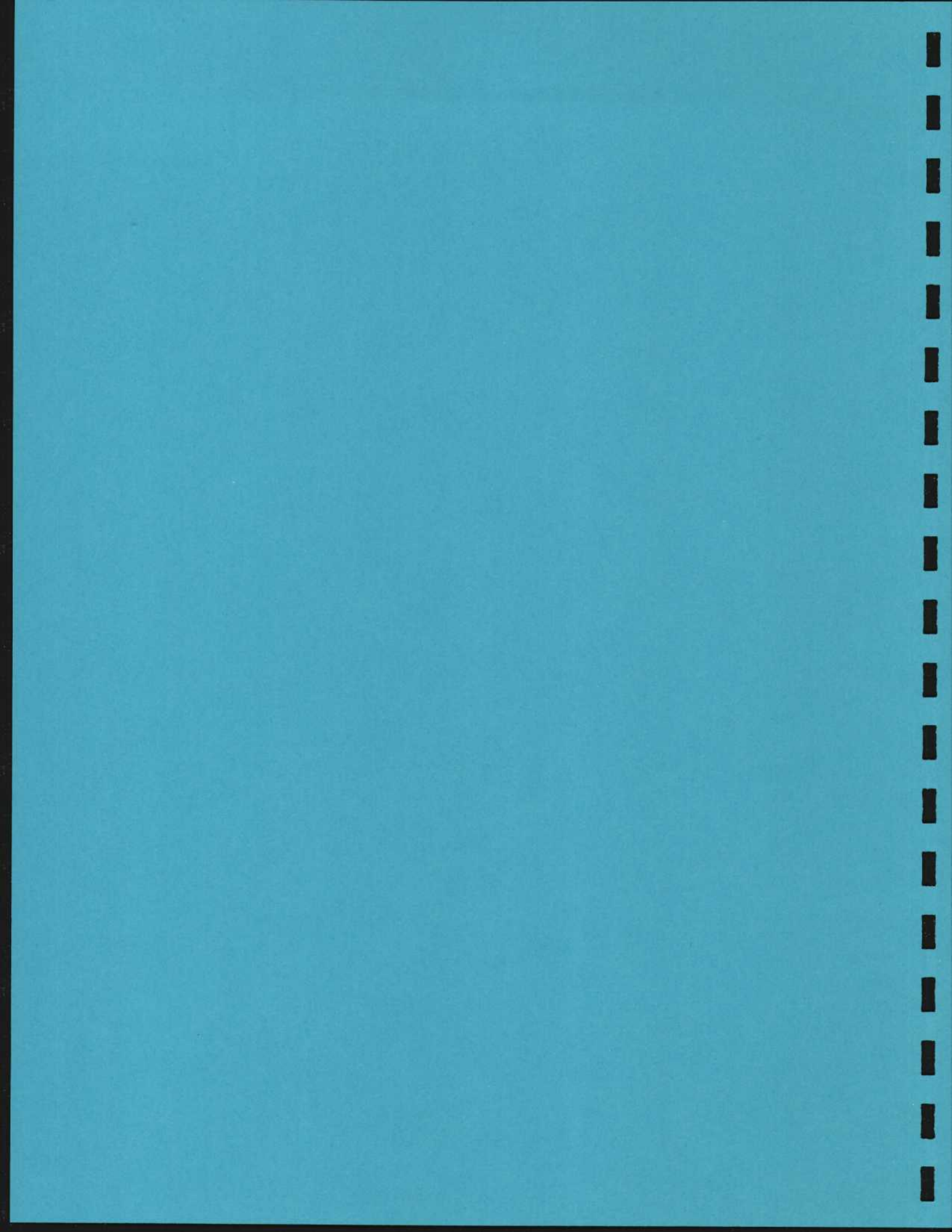


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AGREEMENT BETWEEN
THE SHIAWASSEE INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE SHIAWASSEE INTERMEDIATE
EDUCATION ASSOCIATION

1991-1994

This Agreement is by and between the Board of Education of the Intermediate School District in the County of Shiawassee, Michigan, hereinafter called the "Board", and the Shiawassee Intermediate Education Association, hereinafter called the "Association".

The Board and the Association recognize: That their joint objective is to provide a quality education and educational service to the students of the Shiawassee County Intermediate School District, and that the quality of education provided depends upon the dedication, preparation, effectiveness, efficiency, and morale of the Staff and the Administration in maintaining a desirable educational atmosphere.

Being engaged in a mutual endeavor in the public interest and trust, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

In the above spirit and pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, hours, and other terms and conditions of employment of all individuals included in the Bargaining Unit as below defined, insofar as such matters are not precluded by applicable Michigan Laws, such Laws superseding anything which may be contained herein.

It is hereby agreed as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Shiawassee Intermediate Education Association as the exclusive bargaining representative for State certificated and/or approved professional personnel whether under contract, on leave, or on a per diem hourly basis be employed or to be employed by the Board including, but not limited to:

Specialized Teachers
Specialized Tutors
School Social Workers
School Psychologists

Teachers of Speech and Language Impaired
Teachers of Homebound and Hospitalized
Teacher Consultants
Reading Specialists
Teachers of Trainable Mentally Impaired

Such representation shall cover personnel assigned to newly created professional positions, excluding administration and supervisory personnel as listed below, and any other person engaged fifty (50) percent or more of his time in direct administration and supervision of personnel:

Superintendent of the Intermediate District
Assistant Superintendent for Special Education
Department Supervisors

Representation shall not include clerical, secretarial, bookkeeping, and non-instructional staff.

- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and reference to male employees shall include female employees.
- C. The term "Board" shall include its officers, members, or delegated agents.
- D. The Board agrees not to recognize or negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- E. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws.

ARTICLE II

Rights of the Board

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of the Agreement. The following are not to be interpreted as abridging or conflicting with any provision in this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. the executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees during employee working hours;
 2. hire all employees and, subject to the provisions of law, and the Agreement to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
 3. determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein;
 4. adopt reasonable rules and regulations;
 5. determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 6. determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 7. determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.
- 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 unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code and the Tenure Law are preserved.
- D. The listing of Specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III

Association Rights and Responsibilities

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that the employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other Laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment.
- B. The Association, on its own and its individual members' behalf, and the employee retain and reserve all powers, rights, authority, duties and responsibilities conferred and vested by the Laws and Constitution of the State of Michigan, and the United States.
- C. The Board agrees that the Association may use appropriate meeting room facilities and utilities in accordance with the building use policy in effect on the date of this agreement as established by the Board with the approval of the Administration for the purpose of holding meetings of the Association or conducting Association business. In the absence of a maintenance person, the Association is responsible for preventing the building from being used by unauthorized personnel during that time that the building is left locked, and in the original condition except for normal use.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on Intermediate Office property at all reasonable times, provided that this shall not interfere with or interrupt normal office operations or an Individual's work responsibilities.
- E. The Association shall not, except when permission is granted, have the right to use office facilities and equipment, including typewriters, mimeographing machines, other duplicating machines, calculating machines and audio visual equipment. When permission is denied, a reason shall be given. The Association shall pay for the cost of materials and supplies incident to such use.
- F. A bulletin board shall be provided for the exclusive use of the Association in an area where employees normally congregate. The Association may use the employees' mailboxes.
- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district ordinarily available to the public and names and addresses of all employees, as will assist

the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- H. The Association President shall be provided a copy of each agenda at the time of distribution to the Board. Should the Association choose to consult with the Board on any agenda item, the Association President shall so advise the Superintendent.
- I. Consistent with the Code of Ethics of the Education Profession, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board except as such reflect unfavorably upon his work, effectiveness or the Intermediate School District.
- J. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- K. All information obtained by a staff member in line with the normal and routine duties for which he is employed become a part of the record to be shared with the employer. However, all communications which can reasonably be interpreted to be other than normal and routine for the staff member obtained by the employee in the course of his professional duties and deemed by said employee to be of a confidential nature need not, except with the consent of said employee, be disclosed to anyone including, but not limited to, any school administrator, parent, or guardian, unless said disclosure has been determined to be required by law. In addition, the refusal to reveal such off-the-record information shall not be considered cause for discipline or dismissal nor any reference to such a refusal become part of any personnel record.

ARTICLE IV

Professional Dues or Fees and Payroll Deductions

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association which sum shall be determined prior to each school year. Pursuant to such authorization, the Board shall deduct one-twenty-first (1/21) of the total annual dues from each regular salary check of the employee. Should an employee terminate employment as of the end of the school year and request a full salary settlement the unpaid portion of the total annual dues shall be deducted from the final check.

- B. With respect to all sums deducted by the Board pursuant to authorization of the employee for Professional Dues, the Board agrees promptly to disburse said sums upon direction of the Association.
- C. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- D. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, group automobile insurance, United Fund, group life insurance, any of which are presently being deducted.

ARTICLE V

Caseloads, Assignments and Working Hours

- A. Professional personnel are expected to carry out the responsibilities and assignments of the position for which they are employed rather than be limited by a specified number of "work hours" per day.

Each employee is to maintain working hours which will best facilitate his professional functioning in his judgement and in the judgment of his immediate supervisor. Appropriate time will be allowed for intra- and inter-department coordination.

- B. In the event that the assigned place of work for the employee is closed for reasons of weather, the employee need not report to work unless specifically requested to do so by his immediate supervisor. If an assigned school is closed for reasons other than the above, the employee will report for work at the Intermediate Office for the regular workday. If the Intermediate District office is to be closed, an announcement will be made on WOAP and WJIM before 8:00 a.m., if possible.
- C. The Intermediate Office is open to the public from 8:00 a.m. to 4:30 p.m. Monday through Friday. Appropriate office staff shall, except in cases of emergency, be kept informed of each employee's location during the office day. Each employee must report any contemplated absence to the appropriate office staff.
- D. When possible, the employer agrees that the classroom teacher is responsible for determining how his/her planning time is to be utilized in order to meet his/her professional needs; interruptions to this time will be avoided or minimized whenever possible.
- E. Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board.

- F. Each employee shall be assigned duties and responsibilities consistent with caseload recommendations and other program requirements defined within the rules and regulations promulgated by the Michigan Department of Education and the U.S. Department of Health, Education, and Welfare.
- G. No person shall be assigned, except in emergency situations, outside the professional discipline for which he was employed, without his consent.
- H. All employees shall be given written notice of their work assignment for the current school year by the last day of orientation week.
- I. When a change in assignment is made, the employees affected will be informed of the reasons in writing for (making) the change.
- J. When a staff member is required to attend or participate in a work activity outside and in addition to normal working hours, commensurate time off will be extended. Commensurate time will be granted through the employee's immediate supervisor.
- K. All classroom teachers employed by the Board shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes. The lunch period shall be on site except with the approval of the building supervisor.
- L. All classroom teachers employed by the Board shall receive two and one-half (2 1/2) days planning time during the first week of school.
- Two (2) additional half (1/2) days shall be granted, one (1) each in November and March. Should the respective school be closed as a result of student illness, weather, mechanical failure, or in-service, the half-day of planning shall be scheduled during the following week of school.
- The aide(s) assigned to the teacher shall be made available to the teacher during the planning times.
- M. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, shall be released from regular duties without loss of salary.

ARTICLE VI

Working Conditions

- A. Recognizing the importance of adequate space, facilities and other environmental conditions which are conducive to educational achievement, the Board will cooperate with the local school district in a joint effort to provide such teaching conditions for the itinerant staff. In the event that an employee reports hazardous or otherwise unfavorable working conditions to a representative of this Board, such representative will investigate the situation at the earliest possible time and then in his best judgment and within the scope of his authority, take whatever action is necessary to improve the situation.
- B. The Board recognizes the need for, the importance of, and the use of professional reference material by its employees. It therefore agrees that a committee consisting of two employees and one board appointed representative will make annual recommendations before March 1 for additional professional reference materials to be purchased for the Instructional Materials Center. This committee's authority is limited to the funds budgeted by the Intermediate School District Board and excludes funds derived from the constituent districts. Such report shall be arranged to show preferences of the committee by priority.
- C. The Board agrees to make available telephone service, typing and duplicating facilities, and clerical personnel to aid employees in the preparation of instructional materials, case reports and correspondence, all of which must be job related.

ARTICLE VII

Professional Qualifications

Professional employees shall meet and maintain the legal and professional standards required by the Intermediate School District Act 190 of the Public Acts of 1972 as amended and such other enabling legislation as is applicable to the operation of the Intermediate School District.

ARTICLE VIII

Vacancies and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different assignment or position shall be made in writing to his immediate supervisor. Copies shall be filed with the Administration and the Association President.

The request for transfer shall set forth the reasons; the school, grade level or position sought; and the applicant's academic qualifications.

Written notification of the disposition of the transfer request shall be provided within a reasonable period of time.

- B. The Board supports a policy of filling vacancies with the best applicant available which will strengthen the total staff, and thereby improve the quality of services to be provided.
- C. When filling a vacancy the Board agrees to give first consideration to the application(s) of existing professional staff members; however, other qualified applicants may be considered. Due weight will be given to the professional qualifications, experience, and to other relevant factors.
- D. Whenever a vacancy in any professional position shall occur and is indicated by official notification, or whenever a new position is created by official action, the Board shall give written notice to the Association within seven (7) calendar days and shall post such vacancy simultaneously on the official bulletin board in the Intermediate District central office. Such notice shall be posted to cover two (2) consecutive working Fridays, except during the months of July or August, during which time such vacancies shall be held open for seven (7) calendar days.

Any newly created or unusual position(s) shall be posted with accompanying job description(s).

- E. Any employee who shall be transferred to an administrative or executive position, and who shall later return to his former status at the first vacancy available, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Illness, Disability or Death Leave

- A. Paid-for leave shall be provided in order to protect an employee's income during periods of illness and death in the immediate family.
1. Death in the immediate family.* Leave shall be granted to an employee when a death occurs in the immediate family. Up to five (5) work days may be granted. Such granted work days shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.
 2. Death of a Relative.* Leave shall be granted to an employee when the death of a relative occurs in the employee's immediate family. Up to three (3) work days may be granted. Such granted work days shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.
 3. Death of a Close Friend. Sufficient time to attend, not to exceed one (1) work day shall be granted for the death of a "close friend". Such granted work day shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.

*Definition of Terms

- a. Immediate family shall include father, mother, husband, wife, child, sister, brother, grandparents, or any of the preceding named individuals on an in-law basis.
 - b. Relative shall include aunt, uncle, first cousin, niece, or nephew; related through blood or by marriage.
- B. At the beginning of each school year each employee shall be credited with thirteen (13) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of one-hundred and twenty (120) days. Employees who are employed for greater or lesser than full-time periods shall accumulate sick leave on a prorated basis. False statements given as a reason for absence shall result in disciplinary action being taken.

The employee may use all or any portion of his/her leave days to recover from his/her illness or disability; which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery.

All unused sick and personal business days shall accumulate as sick leave. At the end of each school year, any employee who has

not used his/her allotted leave days will receive twenty dollars (\$20.00) per day for each unused leave day in excess of one-hundred six (106) days to a maximum of one-hundred twenty (120) days.

Accumulated sick leave shall terminate upon severance of employment unless said employee has been laid off. Should the individual be re-employed, his/her previous accumulated sick leave shall be reinstated.

An employee who has been laid off shall, on leaving the District, receive twenty dollars (\$20.00) per day for ninety percent (90%) of his/her accumulated sick leave at the time the lay-off becomes effective. Should said employee return to the employ of this District, he/she shall have restored to him/her the remaining ten percent (10%) of accumulated leave in addition to those new days granted under the terms of this Agreement. The employee may, at his/her discretion, buy back any of those days for which he/she was reimbursed at the time of lay-off at the same rate which he/she was paid.

Said payment will be retroactive to persons laid off on, or after, June 1, 1982.

C. At each pay period, the Board shall furnish each employee with an accounting of his total sick leave credit.

D. EXTENDED MEDICAL LEAVE OF ABSENCE

An employee who is unable to work because of personal illness or disability and who contemplates that such illness or disability may exceed thirty work days, shall upon application be granted a leave of absence for the duration of such illness or disability.

The Board may require that the employee provide a statement from the employee's physician regarding the nature of the extended illness and/or disability.

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability for a period of time up to one (1) year and may be renewed, at the discretion of the Board, each year upon request by the employee.

E. Any employee who is injured while performing his authorized duties shall be covered by the workmen's Compensation Act in accordance with provisions of State Law. Any employee who is absent because of injury or disease compensable under Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law, and his regular salary for a maximum of sixty work days with no subtraction of sick leave. Thereafter, sick leave shall be subtracted on a fractional basis so as to equal full daily salary

until all accumulated sick leave shall be exhausted. Thereafter, benefits shall be limited to those provided by the Michigan Workmen's Compensation Law.

- F. Any person prior to entering the employment of the Shiawassee Intermediate School District may be requested to have a physical examination acceptable to the Superintendent.

Each employee must maintain the necessary good physical and mental health to adequately provide his respective service. Written evidence of such good physical and mental health may be requested by the Board from physicians or psychiatrists of the Board's choosing but cost of any such examination to prove good health will be paid by the Board.

Each employee shall provide proof of freedom from tuberculosis at the beginning of each school year at his own expense.

ARTICLE X

Professional, Personal and Association Leave

A. Conference Attendance:

1. Request (when possible) should be submitted thirty (30) days prior to the scheduled event.
2. Attendance at a professional meeting must be approved by the Administration.
3. Each person will be allowed to attend a minimum of one (1) state conference in this professional area per year. Reimbursement will include travel at the regularly approved mileage rate for approved vehicles, and reasonable cost of meals. Lodging, parking fees, and conference registration will be reimbursed upon presentation of receipts.
4. Eligibility to attend national, out-of-state conferences in one's professional area will be determined as follows
 - a. Eligibility: The applicant must have completed a minimum of three (3) years of employment with this Intermediate District to be eligible for said conference attendance. A minimum of thirty-six (36) months must elapse before the applicant is eligible for a subsequent national conference.
 - b. Travel Cost: Travel costs to and from the approved conference site shall not exceed a maximum of one hundred dollars (\$100.00) per individual. Mileage reimbursement for the use of private vehicles, under this section, will be based on the rate of twenty-one cents (\$0.21) per mile traveled in route and at the conference site.

In the event two or more individuals elect to travel together in an approved vehicle, the amount of money each person will be reimbursed is limited to the maximum allowable individual cost of one hundred dollars (\$100.00) or the amount of money equivalent to the actual miles traveled enroute and at the site based on twenty-one cents (\$0.21) per mile, whichever is less including costs for food and lodging where applicable.

- c. Conference site costs: The reasonable costs of meals, lodging, parking fees and conference registration will be reimbursed upon presentation of receipts.
 - d. The number of days to be used for conference attendance will be determined by the administration on an individual basis.
5. If an employee is required by the administration to participate in a national conference for the purpose of carrying on office business, this attendance shall not be considered an out-of-state conference as discussed above.
6. The Board, Administration, and the Association mutually acknowledge the desirability of professional growth through affiliation with professional organizations. Employees are encouraged to seek and assume positions of leadership within their profession. It is recognized that such positions may require released time in addition to that stipulated within this Agreement. In such cases the Administration and the employee will mutually determine the amount of additional time based upon the demands of the office involved and the employee's responsibility to the Intermediate School District.

A request for such leave should be submitted thirty (30) days prior to a scheduled absence and must be approved by the Administration.

Such leave shall be considered a fully paid and reimbursable leave. However, the Intermediate School District shall not be required to reimburse or fund an employee when such funding or reimbursement is available from another source.

- B. In the event of personal conditions or circumstances which may require teacher absenteeism for reasons other than those mentioned elsewhere in this Agreement, three (3) personal business leave days will be granted as follows:
- 1. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods.

Personal days shall be used for such activities as house closings, attorney visits, and school enrollment. The preceding list is illustrative of the types of activities constituting appropriate use of personal days.

2. Employees desiring to use such leave shall submit their request, including a general statement of the nature of this request to the employee's immediate supervisor at least two (2) working days in advance of the anticipated absence, except in cases of emergency.
 3. It is understood that such leave shall not be granted for the first or last day of the school year or the first working days preceding or following a vacation period or holiday.
 4. Deviations to the above-noted restrictions may be granted at the discretion of the Superintendent.
 5. Employees who will use three (3) consecutive personal leave days will notify the supervisor two (2) weeks in advance.
 6. All unused personal business days shall be added to the accumulated sick leave days at the end of each school year.
- C. A teacher who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary he would otherwise have earned by working on that day and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he would otherwise have been scheduled to work.
- D. At the beginning of every school year, the Association shall be credited with six (6) days to be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to reimburse the Board at the per diem rate of the member taking such day and to notify the Board no less than forty-eight (48) hours in advance of taking such leave. No more than three days per year shall be taken by the President. No other member shall take more than two days.

ARTICLE XI

MATERNITY LEAVE

- A. The employee may use all or any part of their leave days for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery.

- B. An employee who is unable to work because of personal illness or disability and who contemplates that such illness or disability may exceed thirty work days, shall upon application be granted a leave of absence for the duration of such illness or disability. The Board may require that the employee provide a statement from the employee's physician regarding the nature of the extended illness and/or disability. The Board agrees to continue to provide the insurance benefit to the extent provided by this Agreement for the duration of said leave.

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability for a period of time up to one (1) year and may be renewed, at the discretion of the Board, each year upon request by the employee.

For unpaid leaves of absences and insurance coverage, refer to Article XII.

- C. In the event of death of the object child of leave, the leave of absence may be terminated upon request of the employee.

ARTICLE XII

Unpaid Leaves of Absence

- A. After a minimum of five (5) years of service with the Shiawassee Intermediate School District, a leave of absence of up to two (2) years may be granted to any employee, upon application, for the purpose of participating in exchange programs in other school districts, states, territories or countries; foreign or military education programs; the Peace Corps, Teacher Corps or Job Corps as a full time participant in such programs; provided said employee states, in writing, his intention to return to the Intermediate System. Should a request for leave be denied, an explanation shall be provided.
- B. A leave of absence of up to two (2) years may be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Should a request for leave be denied, an explanation shall be provided.
- C. A military leave of absence shall be granted to any employee who shall be inducted or recalled to duty or shall enlist for military duty during periods of national emergency in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he would have been had he been employed in the district during such period.

- D. A leave of absence not to exceed four (4) years may be granted to any employee upon application for the purpose of serving in a public office.
- E. The Board shall grant to any employee an unpaid leave of absence of up to one (1) year for the purpose of child care. The leave shall commence upon written request of the employee to the Superintendent of Schools and include the beginning and ending dates of said leave.

The leave of absence may be renewed upon written request by the employee and approval by the Board of Education.

It is further provided that:

1. The reinstatement shall be to the employee's former position.
 2. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
 3. The employee shall have the option to purchase health insurance as allowed by the carrier while on leave.
- F. Any employee may request an unpaid leave of absence to a maximum of two (2) years by written application to the Board.

Approval of the request will be at the sole discretion of the Board. A voluntary unpaid leave and reinstatement to the position shall be consistent with the remainder of this Article.

- G. Employees who have been granted an unpaid leave, as described in this Article, shall be eligible for an extended period of health and hospitalization insurance coverage commencing on the effective date of the leave and terminating not later than August 31 of the current contract year. The extension shall be limited to a period of three months (63 work days) and granted on the basis of one month (21 work days) extension for every three months (63 work days) of continuous employment up to the maximum extension period of three months (63 work days).

Any employee may purchase term life insurance, dental, vision, and L.T.D. insurance for the remainder of the school year (August 31) or in accordance with the policy of the insurance carrier.

ARTICLE XIII

Employee Evaluation and Progress

In the event that an employee is evaluated, the following procedures will be implemented.

1. After an evaluation, if an employee is found lacking, the

reasons shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

2. If an employee is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.
3. An employee will have the right to review the contents of his personnel file originating after original employment and to have a representative of the Association accompany him in such review.
4. No material originating after original employment will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material, in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XIV

Professional Behavior

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by an employee reflect adversely upon the professional staff and create undesirable conditions. The Board, in recognition of the concept of progressive correction, shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline which will be recorded shall be promptly reported to the offending employee. The Association will use its best efforts to correct breaches of professional behavior by any employee.
- B. Employees are required to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. Employees may use as further criteria of professional behavior the current code of ethics of the education profession (as adopted by the NEA Representative Assembly.)
- C. An employee shall at all times be entitled to have present a representative of the Association when he is being warned, reprimanded or disciplined, a copy of which is to be placed in the employee's personnel file, for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present.

- D. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank, or compensation, including adverse evaluation of employee performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the employee and the Association.
- E. Employees are expected to dress during working hours in a manner which reflects their professional status and work assignment.

ARTICLE XV

Professional Compensation

- A. The salaries of employees covered by this Agreement are set forth in Appendix A.

Any employee who is contracted for programs that are mandated beyond 184 days will be paid on a per diem basis as established by position on the salary schedule. Experimental, innovative, or any other program operated beyond the contract year is not subject to the terms of this contract and salary will be determined by the Board. Any such voluntary program will be first offered to the Shiawassee Intermediate School District Staff.

- B. An employee's salary shall be determined by his placement on the schedule as determined by his level of training and years of service. All new employees shall be given credit on the salary schedule set forth in Appendix A for full years of experience in any legally recognized school district and/or paid related experience as determined by the Board.

Such credit will be limited not to exceed five (5) years.

Salaries will be paid bi-weekly beginning not later than the second Friday after the beginning of the school year, and shall be in twenty-six (26) equal installments, unless prior to the end of the first week of employment in the school year and written request is made for twenty-one (21) equal payments.

- C. Employees, unless specifically stated otherwise in the individual's contract, shall be employed for one-hundred-eighty-four (184) days per year as per Appendix B.

- D. Any employee who has elected to receive his salary over twenty-six (26) pays may request that the last five (5) payments be made in a lump sum.

Such a request shall be made in writing to the business office by April 15 of the year for which the change is being requested. The employee shall indicate at the time of request the amount of withholding tax to be deducted from the lump sum payment. Said payment will be part of the twenty-first (21st) check. In the event that the District is in a position of financial hardship, the Board may, in consultation with the representatives of the Association, limit access to this option to no more than five people. This limitation does not include persons leaving the employ of the District.

ARTICLE XVI

Reduction in Personnel

- A. In the event it becomes necessary to reduce the number of employees, the Board shall determine which services are to be curtailed or eliminated, taking into consideration the need for services requested by constituent schools and other referral agencies, and the financial resources available.

The Board shall specify within services designated to be curtailed the number of positions to be eliminated. Personnel whose services will, of necessity, be terminated shall be determined within each service area by:

1. First releasing those employees temporarily certificated or approved under the Michigan Department of Education standards for reimbursable programs.
2. If reduction is still necessary, then employees within the specific position being reduced will be released in accordance with the following factors:
 - a. Seniority
 - (1) The employee's first day or work (starting date) shall be utilized for determining seniority.
 - (2) If an employee resigns and returns, the seniority will include total years of service to the Shiawassee Intermediate School District.

(3) Leaves for illness or disability and/or extended medical leave, including maternity leave, will be continuous in determining years of service. Child care leave and all unpaid leaves do not add years of service.

- b. Qualifications (Educational level when seniority is equal.)
 - c. If employees are tied on both seniority and qualifications for a single position, those employees involved may mutually agree, with prior approval of the Board or its designee, to share the position equally. Should either employee choose not to share the position or should the Board or its designee choose not to grant approval for them to share the position, the tie shall be broken by choosing a high or low number taken from the last four digits of the employees' social security numbers. A coin will be tossed by the Association President; heads will signify the high number, tails the low number.
- B. Notice of discontinuance of service shall be given to the employee sixty (60) days in advance. Prior to such notice, the following procedures will be followed:
- 1. The Association will be notified of impending layoffs at least fourteen (14) calendar days prior to the action of the Board to issue notice of discontinuance of service to employees.
 - 2. All information related to the financial condition of the District shall be made available to the Association for review.
 - 3. The Association will meet with and present to the Administration for its consideration (an) alternate plan(s) for meeting the financial needs of the District. This presentation will take place prior to the Board meeting at which notices of discontinuance are acted upon.
 - 4. The Board, through its designee, shall establish and publish by October 1, 1982 for its employees a priority listing of the programs and services to be provided by this office. This listing shall clearly indicate which programs and/or services are next in line for reduction. This listing is subject to revision by the Board.
- C. Should the cause of the layoff be altered within one year and positions are then added, laid-off employees shall be offered the re-established positions in reverse order of their layoff.

D. Any employee who has been laid off and has exhausted his/her accrued benefits may purchase through the Board the following:

1. Blue Cross-Blue Shield protection as described in this agreement, MESSA Super Med I, MESSA Super Med II, or MASA Set.
2. Life Insurance as specified in Article XIX, Paragraphs A and/or B.
3. MESSA Vision Care: MESSA - VSP - 2
4. Any other insurance program provided by the Board, as allowed by the carrier.

The protection may be continued by the employee for twelve 12 months or in accordance with the carrier's policy.

ARTICLE XVII

Continuity of Operation

The Association and the Board recognize that the cessation or interruption of professional services by employees is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teacher profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the employees agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, by any employee or group of employees) and pledge themselves to the purpose of insuring continuation of the educational program.

ARTICLE XVIII

Grievance Procedure

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided.
- B. In the event that an employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his immediate supervisor either personally or accompanied by his Association Representatives.

- C. If, as a result of the informal discussion with the immediate supervisor, a complaint still exists, the employee may invoke the formal grievance procedure through the Association within fifteen (15) working days after the occurrence, or discovery of the event, on which the grievance is based on the form set forth in annexed Appendix C, signed by the grievant and/or a representative of the Association. Forms shall be available from the Association Representatives. A copy of the completed grievance form shall be delivered to the immediate supervisor and the superintendent or his designee.
- D. Within five (5) working days of the receipt of the grievance, the immediate supervisor shall meet with the Association Representative in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Administration and the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or ten (10) working days from the date of filing, whichever shall be later) the grievance shall be transmitted in writing to the superintendent. Within ten (10) working days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association. If the disposition is mutually satisfactory, the grievance shall so indicate and be signed.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted within fourteen (14) calendar days to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within thirty (30) calendar days, whichever shall be earlier, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the aggrieved and the Association.
- G. If the grievance is not settled at the level described in Section F above, the grievance may be submitted within fifteen (15) school days of the Board's decision to arbitration.
1. Within ten (10) school days after the date of the appeal to arbitration the Board President or his designee and the grievant or his representative shall meet together and attempt to

determine a mutually agreeable individual from the community to serve as arbitrator. If the parties are unable to agree upon an arbitrator within the ten 10 day period herein provided, either party may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

2. The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator.
 3. The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of the provisions of this Agreement. The arbitrator shall construe this agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be limited by the terms of this Agreement.
 4. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
 5. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 6. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance and arbitration procedure, but shall be presented, heard, and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex Sess.), as amended (Tenure of Teachers Act).
- H. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all

compensation lost. If any employee shall have been found to have been improperly deprived of any compensation the same or its equivalent in money shall be paid to him.

- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XIX

Insurance Protection

The Board agrees to furnish to all employees the following insurance protection:

- A. A term life insurance program shall be provided. The Board shall provide full payment of premiums.

The value of the program will be \$25,000.

- B. The Board will provide hospital-medical coverage for all employees through Blue Cross-Blue Shield in accordance with the provisions below:
 - 1. Each employee will have hospital-medical coverage:
 - a. Hospital-medical coverage benefits shall be no less than as provided by full family Blue Cross-Blue Shield with MVF-2, Master Medical IV, and \$.50 CO-Pay Prescription Drug Plan, RPS, AS-I, VST, DT-120, and PTM-1 as provided in contract number 26430000 with no reduction in benefits from those provided during the 1975-76 school year for full-time employees. Single subscriber Blue Cross-Blue Shield coverage with no reduction in benefits from those provided in contract number 26430000 during the 1975-76 school year for part-time employees.
 - b. Part-time employees shall receive single subscriber coverage. Part-time employees shall be defined as employees who have signed a contract of employment providing for at least two and one-half days of work per week but less than five days of work per week.

- C. In the event that the rates for the Blue Cross-Blue Shield medical coverage are increased and the Board desires to seek one of the alternative carriers in order to contain cost, a bid request shall be prepared and conducted by a State of Michigan Licensed Insurance Counselor to ensure that such bids contain and conform to the specification of no less benefits than the specified existing level of benefits provided in the Group Operating Agreement and its supplemental coverage agreement between Michigan Hospital Service and Michigan Medical Service and Shiawassee County Intermediate School District, dated May 1, 1975.

The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure.

Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided shall commence on the first compensable working day of employees and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is employed by the Board. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.

- D. The Board shall provide for each employee a Long Term Disability Insurance Plan. Benefits shall begin on the 61st day of disability and continue at 60% of the employee's monthly salary (up to a maximum of \$2,500.00 a month) with no offsets except primary social security, workmans compensation, and teacher retirement disability benefits. Any tax sheltered annuities shall not be considered an offset. Benefits shall be payable to age 70 or until termination of disability, whichever occurs first. Payments for sick leave shall cease during the period L.T.D. benefits are being paid. Selection of the carrier shall be made by the Board.
- E. A tax deferred annuity program shall be made available through payroll deduction.
- F. No employee is to transport students or parents as part of their work assignment without previous Board approval.

The Board will provide liability insurance coverage for the difference between the amount of coverage normally carried by employees and \$500,000 for only those employees who they require to transport students or parents by written agreement with the Board will be reimbursed for the amount of the insurance premium up to \$500,000 liability upon presentation of the paid insurance premium statement.

- G. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, benefits as follows shall continue throughout the balance of the contract year.
1. Term life
 2. Hospital-medical coverage
 3. Long term disability
 4. Dental
 5. Vision
- H. The Board shall make payment of insurance premiums for all persons employed for the full preceding school year who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing with the first date upon which coverage begins.
- I. The Board will provide a dental insurance program at the level of benefits as shown in Appendix D.
- J. The Board shall provide MESSA VSP-2 Vision Care Plan or a vision plan equal to the former and which shall be selected mutually by the Board and the Association. Any plan provided shall include internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by the carrier.
- K. Employees identified as part-time under Section C of this article shall receive the following insurance protection:
1. Single subscriber hospital-medical protection as provided under Section C or fifty dollars (\$50) toward options as described in Section L.
 2. Family subscriber Dental insurance as provided under Section I.
 3. Life insurance protection as provided under Section A and Section B.
 4. Vision insurance as provided under Section J.
 5. Long Term Disability protection as provided under Section D.

- L. Should an employee elect to take no hospital/medical insurance coverage, the Board shall apply one-hundred dollars (\$100) - fifty dollars (\$50) for part-time employees per month - toward no more than three MESSA Variable Options and/or MEFSA Annuities or programs. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.

ARTICLE XX

Automobile Travel Costs

- A. Employees who routinely use their personal automobiles in the execution of their responsibilities shall be reimbursed according to the following formula:

1. Per mile allowance to cover both fixed and variable costs of personal automobile operation shall be reimbursed at the rate of twenty-three cents (\$.23) per mile for routine work assignments and twenty-one cents (\$.21) per mile for state and national conference attendance. In addition, reasonable parking and toll charges will be reimbursed.

Should the price of unleaded gasoline exceed \$1.75 per gallon of unleaded gasoline on a statewide average (Automobile Club of Michigan) on or before September 1, 1991, employees as described above shall be reimbursed at the rate of twenty-six cents (\$.26) per mile for routine work assignments beginning September 1, 1991. This rate will take effect immediately should \$1.75 be reached anytime after that date.

2. Persons in the employ of, or under contract to, the Intermediate before June 13, 1980 shall be reimbursed accordingly.

Mileage shall be determined as the distance from the Intermediate Office to the first place of work and to each successive work stops including the last one and then the distance from there to the Intermediate Office.

3. Persons signing a contract after June 13, 1980 shall be reimbursed accordingly:

Mileage shall be determined as the distance from the Intermediate Office to the first work place or from their home to the first work place (whichever is lesser) and to each successive work stop including the last one and then to the Intermediate Office or to their home (whichever is lesser).

ARTICLE XXI

Sick Bank

A sick bank shall be established by the Association for use of the members of the bargaining unit.

One (1) day shall be contributed by each bargaining unit member at the beginning of each school year, or on the date of hire, whichever is later. The days shall be cumulative.

The sick bank will be governed by the Association, and rules for the use and governance of the sick bank shall be established by the Association.

The Board may appoint an observer to the sick bank committee.

ARTICLE XXII

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an employee in the bargaining unit heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. School Improvement is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality instruction and support services.

A standing committee composed of not more than 3 representatives of the Association and not more than 3 representatives of the Board will meet periodically or whenever either party requests to review proposals generated by Effective Schools planning efforts. Any modification or variation of the Master Agreement must have the written approval of the Association and the Board of Education prior to being adopted or implemented.

- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of the Agreement titled "Professional Agreement between the Shiawassee Intermediate School District and the Shiawassee Intermediate Education Association, MEA-NEA, "shall be printed at the expense of the Board within thirty (30) days after the Agreement is ratified by both parties and presented to all employees now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish fifteen (15) copies of the Master Agreement to the Association for its use.
- G. At the termination of employment, the employee can request and will receive any transcripts he has personally supplied for his personnel file and used by the Board.
- H. The Association agrees to indemnify and save the Board, each individual school board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Agreement and the enforcement of all reasonable rules, regulations, and policies established by the Board.

ARTICLE XXIII

Duration of Agreement

This agreement shall be effective August 24, 1991 and shall continue in effect until the 26th day of August, 1994.

Shiawassee Intermediate
Education Association

Board of Education
County Intermediate School
District

By *John Jeffries*

By *Patrick A. Gilbert*

By *Just L. Crooks*

By _____

Dated *Feb. 15, 1991*

Dated: *2/15/91*

APPENDIX A-1

SALARY SCHEDULE

1991-1992

STEPS	BA	BA+18/27	MA	MA+15/23	MSW ED. SPEC.
1	23,812	24,589	25,369	25,673	25,976
2	25,217	26,119	27,016	27,322	27,624
3	26,625	27,644	28,667	28,969	29,272
4	28,032	29,172	30,314	30,618	30,923
5	29,437	30,702	31,962	32,266	32,569
6	30,844	32,227	33,609	33,913	34,218
7	32,251	33,756	35,262	35,564	35,868
8	33,658	35,284	36,910	37,213	37,517
9	35,065	36,812	38,555	38,861	39,164
10	36,471	38,374	40,204	40,509	40,811
11	38,829	40,958	43,086	43,388	43,693

APPENDIX A-2
SALARY SCHEDULE
1992-1993

STEPS	BA	BA+18/27	MA	MA+15/23	MSW ED. SPEC.
1	25,241	26,064	26,891	27,214	27,535
2	26,730	27,687	28,637	28,961	29,281
3	28,223	29,302	30,387	30,707	31,028
4	29,714	30,923	32,133	32,455	32,779
5	31,203	32,544	33,880	34,202	34,523
6	32,695	34,161	35,626	35,947	36,271
7	34,186	35,781	37,378	37,698	38,020
8	35,678	37,401	39,125	39,446	39,768
9	37,169	39,020	40,869	41,192	41,514
10	38,660	40,677	42,616	42,939	43,260
11	41,159	43,416	45,671	45,991	46,315

APPENDIX A-3

SALARY SCHEDULE

1993-1994

The salary schedule for 1993-1994 shall be established by applying to each step of the 1992-93 salary schedule, the percentage increase in the Bureau of Labor Statistics, U. S. Department of Labor, Consumer Price Index for all Urban Consumers (Hereinafter called the C.P.I.) United States City Average, all items (1967=100.) from June, 1992 to June 1993 up to a maximum of six and one-half percent (6.5%) but not less than four and one-half percent (4.5%).

The percentage increase shall be calculated by subtracting the C.P.I. figure for June, 1992 from the C.P.I. figure for June, 1993, the remainder shall then be divided by the C.P.I. for June 1992.

APPENDIX A-4

1. To qualify for Bachelor Degree + an employee must present evidence of having completed a minimum of 18 semester hours (27 term hours) following the attainment of a Bachelor Degree.
2. To qualify for a Master Degree + (15/23) an employee must present evidence of having completed a minimum of 15 semester hours (23 term hours) following the attainment of a Master Degree.
3. A written statement from the professional employee advising that certain credits have been earned to qualify for a higher level on the salary schedule must be submitted to the administration before September 1. An official college transcript of credits must be submitted before October 1, or the salary increase paid will be deducted from the next check. To qualify for a level increase, credits must be earned, or advance degree attained, prior to September 1 of the contract year.
4. All credits beyond a degree must be appropriate to the area of service to advance the level of salary, (to be determined by the administration).
5. Pursuant to Public Act 244 of 1974, the Board shall pay, on behalf of each teacher, the five percent (5%) employees' contribution to the Michigan Public School Employees' Retirement System. Such contributions shall be effective September 1, 1974.

NOTE: Persons possessing a Ph.D., or Ed.D. shall be compensated at four-hundred dollars (\$400) above the appropriate step of the MSW/Ed. Spec. scale.

APPENDIX A-4 (Continued)

LONGEVITY SCHEDULE

Effective August 28, 1989, employees shall receive longevity compensation in accordance with the following schedule:

Based on the number of years credited as employment by Shiawassee Intermediate School District at the beginning of the following years:

<u>Year</u>	<u>Additional Compensation</u>
15, 16 or 17 years	\$600.
18, 19 or 20 years	\$900.
21 or more years	\$1200.

APPENDIX B-1

CALENDAR 1991-1992

		<u>DAYS</u>
August 26 (Monday)	Staff Reports	4
August 30 (Friday)	Labor Day Break	
(Labor Day - September 2)		
September 3 (Tuesday)	Staff Returns	20
October		23
November 28, 29	Thanksgiving Recess	19
(Thursday/Friday)		
December 23 (Monday)	First Day of Winter Break	15
January 6 (Monday)	Staff Returns	20
February		20
March		22
April 6 (Monday)	First Day of Spring Break	16
April 13 (Monday)	Staff Returns	
April 17 (Friday)	Good Friday Break	
May 25 (Monday)	Memorial Day Break	20
June 5 (Friday)	Last Staff Day	5
		<hr/>
	TOTAL NUMBER OF DAYS	184

APPENDIX B-2

CALENDAR 1992-1993

		<u>DAYS</u>
August 31 (Monday)	Staff Reports	1
September 4 (Friday)	Labor Day Break	
(Labor Day - September 7)		
September 8 (Tuesday)	Staff Returns	20
October		22
November 26, 27	Thanksgiving Recess	19
(Thursday/Friday)		
December 21 (Monday)	First Day of Winter Break	14
January 4 (Monday)	Staff Returns	20
February		20
March		23
April 5 (Monday)	First Day of Spring Break	17
April 12 (Monday)	Staff Returns	
May 31 (Monday)	Memorial Day Break	20
June 10 (Thursday)	Last Staff Day	8
		<hr/>
	TOTAL NUMBER OF DAYS	184

APPENDIX B-3

CALENDAR 1993-1994

		<u>DAYS</u>
August 30 (Monday)	Staff Reports	2
September 3 (Friday)	Labor Day Break	
(Labor Day - September 6)		
September 7 (Tuesday)	Staff Returns	20
October		21
November 25, 26	Thanksgiving Recess	20
(Thursday/Friday)		
December 20 (Monday)	First Day of Winter Break	13
January 3 (Monday)	Staff Returns	21
February		20
March		23
April 1 (Monday)	First Day of Spring Break	15
April 11 (Monday)	Staff Returns	
May 30 (Monday)	Memorial Day Break	21
June 10 (Friday)	Last Staff Day	8
		<hr/>
	TOTAL NUMBER OF DAYS	184

APPENDIX C

GRIEVANCE REPORT FORM
Shiawassee Intermediate School District

Grievance # _____

GRIEVANCE REPORT

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Grievant

Submit to Supervisor in Duplicate

Assignment

Name of Grievant

Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Supervisor _____

Signature of Supervisor

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

APPENDIX C (Continued)

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator Date of Decision

NOTE: All provisions of Article XVI of the Agreement dated Spetember 1, 1973
WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX D

DENTAL BENEFIT STRUCTURE

Shiawassee Intermediate School District

<u>BASIC DENTISTRY</u>	<u>ADDITIONAL (MAJOR) DENTISTRY</u>
Scaling and polishing of teeth (prophylaxis)	Inlays
Fillings and fee-standing crowns	Crowns
Treatment of pain (palliative treatment)	Bridges
Extractions	Dentures
Anesthetics used in connection with surgery	Crown and Bridge Repair
Root Canals	Partial Dentures
Oral Surgery	
Diagnostic X-rays	
Denture Repairs	

The plan will pay 75% of the eligible expense incurred by the participant. The amount payable will be increased by 5% the first year, then 10% each subsequent calendar year (to 100%) provided the participant visited a dentist for examination and diagnosis at least once during the calendar year, and all Basic Services, which were recommended by the dentist as a result of such visits, were completed during that calendar year.

The plan will pay 50% of the eligible expense incurred by the participant during the remainder of the calendar year.

If, during any calendar year, the conditions listed were not satisfied, the Basic Benefit percentage reverts back to the original percentage as described above.

COMBINED BASIC AND MAJOR MAXIMUM

Annual maximum per participant per calendar year - \$1,000.

SUPPLEMENTAL ORTHODONTIC BENEFITS

Orthodontic benefits are provided only for qualified dependent children to age nineteen. A separate lifetime deductible has been satisfied, the plan will pay 75% of the orthodontist's reasonable and customary charges up to the plan maximum of \$1,500.

NOTE: The above is a generalization of the plan's provisions and is no way intended to represent the actual policy which is the controlling document. Exact benefit provisions can be found in the employee's certificate; if you have further questions, contact your employer and/or SET, Incorporated (1-800-292-5421).

APPENDIX E

LETTER OF AGREEMENT

If the agreed upon school year is required to be extended or there is a modification in the agreed upon school calendar because of Section 101 (3) of the School Aid Act, the following are alternatives for consideration. It is acknowledged that any alternatives will be at the discretion of the Superintendent.

- Itinerant staff will make-up snow days as determined by the number of days needed to be made up by the local districts to which they are assigned.
- When possible, classroom teachers may have two one-half record days as opposed to one full day; students will attend school for one half day on these days.
- I.S.D. classrooms may be in session in the afternoon on snow days when possible.
- Vacation days, as per the calendar, may be used to make up snow days by classroom teachers and itinerant staff if their school is in session.
- Itinerant staff may report to the I.S.D. office on local district snow days if they so choose.

