

6/30/97

1995 - 1997

AGREEMENT

Between

CALHOUN INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

and

**CISD CUSTODIANS CHAPTER AND FOOD SERVICE ASSISTANTS/LAUNDRY
ATTENDANT, LOCAL 331, MICHIGAN COUNCIL 25, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**

Calhoun Intermediate School District

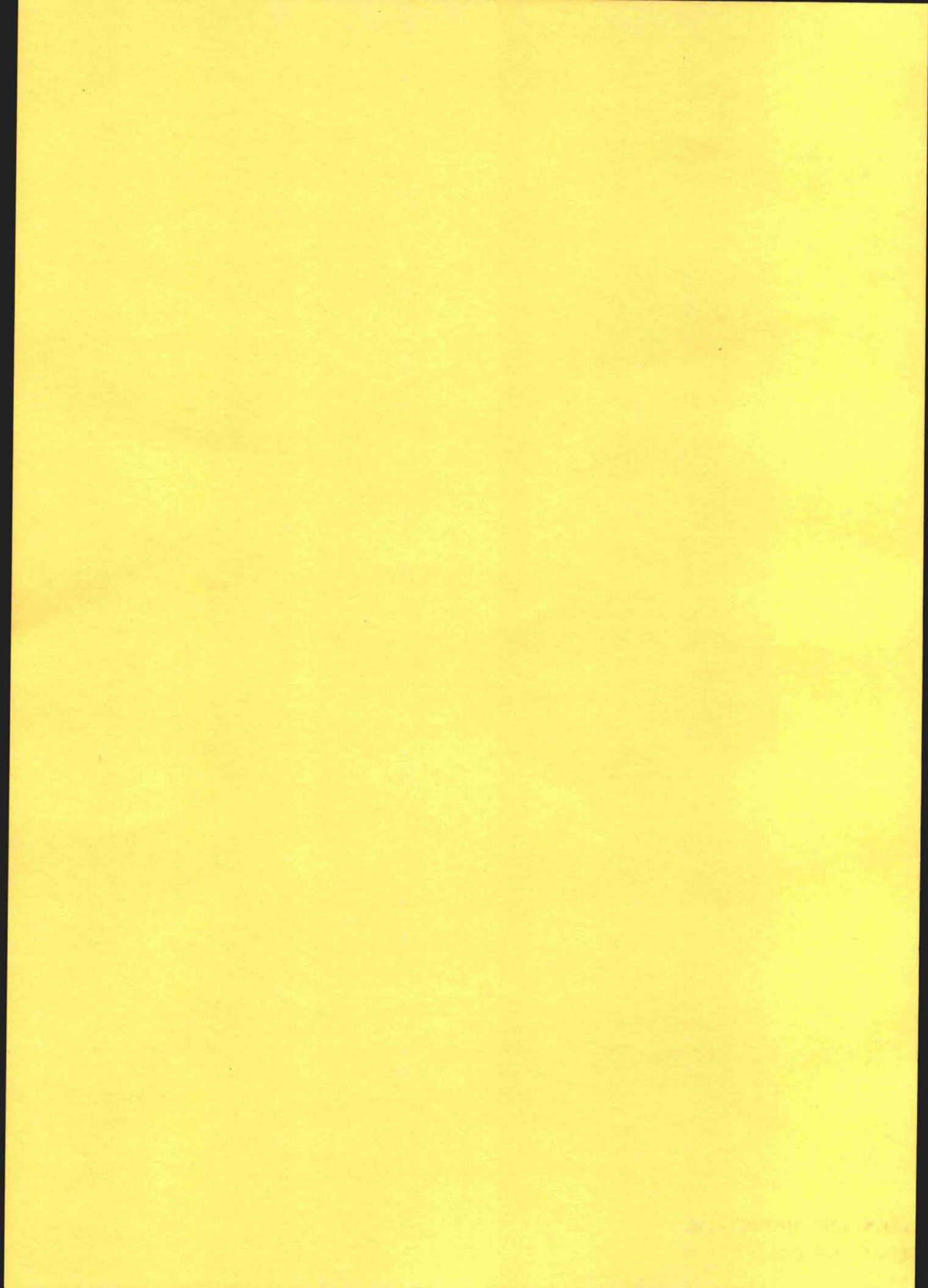


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PREAMBLE

The Board of Education of Calhoun Intermediate School District (hereinafter referred to as the "Board" and the South Central Unified Bargaining Association, MEA-NEA (hereinafter referred to as the "Association") do hereby concur and agree that the following statement of principles and policies is hereby adopted to provide for the best possible education for the students in the local school districts receiving services from the Calhoun Intermediate School District and for the welfare and professional growth of the professional employees employed by said District.

The attainment of objectives of the program of the District requires mutual understanding and cooperation among and between the Board, the Superintendent and professional employees of the District.

To this end, a free and open exchange of views through fixed and established channels of communication is both desirable and necessary with all parties participating through properly selected representatives in the deliberations leading to the determination of those matters affecting the welfare and performance of professional employees.

1. RECOGNITION

A. The Board extends to the South Central Unified Bargaining Association sole and exclusive negotiating rights on behalf of all professional employees regularly employed by the district in, but not limited to, the following categories:

1. Special Education Teachers
2. School Social Workers
3. School Psychologists
4. Occupational Therapists
5. Physical Therapists
6. Teacher Consultants for Special Education
7. Teachers of the Homebound and Hospitalized
8. Teachers of the Speech and Language Impaired
9. Other employees whose employment requires teacher certification

Specifically excluded are:

1. Substitute or Temporary Employees. A temporary employee is one hired to fill a position for a regular bargaining unit member on approved leave. The temporary employee, on an annual basis, will be given a contract which will not exceed 10 months in duration. If the permanent teacher hired is the same teacher who has been filling that position on a temporary basis, that teacher's seniority and salary step will be from the date hired to fill the temporary position.

A Substitute employee is defined as one hired for a regular bargaining unit member who is absent for an indefinite period of time due to illness or similar situations. A substitute teacher may also be used for up to 30 working days when a vacancy is posted and while the Board is actively seeking a permanent replacement.

2. Employees who supervise, directly or indirectly, any member of the bargaining unit.
3. Employees of regional programs administered by the Board as fiscal agent.
4. Administrative, Clerical, Custodial, Technical and Food Service Personnel.
5. Teacher Assistants.
6. All other Employees of the District

The term "employee" when used in this Agreement shall mean all professional employees covered by this Agreement. There shall be three classifications of employees under this Agreement:

1. "Tenure" employees, which shall be defined to include certificated employees holding assignments for which certification is required according to the provisions of the Teachers' Tenure Act, and who have not been denied tenure by the Board of Education. Said employees must have also completed the probationary period required by the Tenure Act.
2. "Non-tenure" employees, which shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Tenure Act but who hold state approval or state authorization appropriate to their assignment and who have at least two years of experience in the District.
3. "Probationary" employees, which shall be defined to include all remaining employees in the bargaining unit exclusive of "tenure" and "non-tenure" employees as above defined.

This Agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member in any capacity other than as a teacher for "tenure" employees who have satisfied the probationary period required by the Tenure Act.

- B. It is further understood that any and all actions of the negotiating committee of the Board are subject to approval by a majority of the Board that the action of the negotiating committee of the Association is subject to the approval of the South Central Unified Bargaining Association. Once ratified, this Agreement may be amended at any time by mutual consent.
- C. If any provision of this Agreement is found contrary to law, then such provision shall be deemed null and void. All other provisions shall continue in full force and effect.

2. BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Calhoun Intermediate School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students as deemed necessary or advisable by the Board.
 4. The selection of textbooks and teaching materials, and various teaching aides.
 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

3. **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

A. Formulation of Policies

1. The Association is encouraged to make its views known to the Board relative to personnel policies.
2. It is understood and agreed that employees shall be encouraged to participate in a free and open exchange of ideas and opinions without any fear of reprisal.

B. Budget and Finance

Upon request, the Board shall provide to the Association official financial reports.

C. Payroll Deduction

The Board of Education authorizes payroll deduction of employees' membership dues to the local professional association, MEA, NEA, MESSA or equivalent insurance, the School Employees' Credit Union, U.S. Bonds, and for Tax Sheltered Annuities upon the written request and authorization of the employee.

D. Records of Absence

Sick leave records shall be kept on a fiscal year basis and reported to individual employees annually as of June 30, or at any time during the fiscal year that the entitlement is used up. Salary adjustment will be made at the rate of one working day's pay for each additional sick leave day taken.

E. Orientation for New Employees

The Board shall insure that each newly appointed employee receives sufficient information to acquaint him with the operations of the department to which assigned. Employees shall also be advised as to employee benefits and responsibilities and Board of Education policies, and such other appropriate information as they may need or request. This latter requirement shall have been satisfied by the Board supplying each employee with a copy of this Agreement, and providing access to a copy of Board policies at each work location.

F. Time for Association Business

The Association and its members shall be permitted to meet one (1) hour per month during normal working hours to conduct the business of the Association, scheduled at such time as not to interfere with school district needs. In addition, the Association shall be credited with ten (10) days each year to be used by officers or representatives of the CIEA with such use to be at the discretion of the CIEA. The CIEA agrees to notify the Board no less than forty-eight (48) hours in advance. The CIEA further agrees that such days shall not be used to support or to participate in any strike activity. Should a substitute be necessary, the Association agrees to pay for the cost of the substitute and, if a substitute cannot be obtained, the Superintendent may deny the absence.

G. Student Records

The Board, or its agent, shall, in writing, inform employees as to what information shall be included in CA 60's.

H. Each employee covered by this Agreement between the District and the Association shall, on or before thirty (30) days from the date of commencement of professional duties, either join the Association or pay a service fee equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the District shall, at the request of the Association, deduct the service fee from the bargaining unit member's salary and remit same to the Association under procedure provided below.

1. The procedure in all cases on non-payment of the service fee shall be as follows:
 - a. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
2. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
3. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not available and transmitted to non-members until mid-school year (December, January, or February).

Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

4. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of action taken by the Board for the purpose of this Article. The Association shall, when the board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any employee whose wages have been subject to involuntary deduction under this Article.
5. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional dues or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that service fee includes only those amounts permitted by the Agreement and by law.

4. VACANCIES

- A. A job description including qualifications and responsibilities shall be developed for all unfilled professional staff positions and shall be distributed to current and newly hired employees. All currently certified and qualified, employed staff members shall be given first consideration for appointment to vacant bargaining unit positions. The administration reserves the right to select the applicant (internal or external) who is best qualified for the vacancy.
- B. No vacancy in a professional position shall be filled, except in case of emergency, until such vacancy shall have been posted for at least five (5) working days.

5. EVALUATION PROCEDURES

A. The Board will insure that each probationary employee is evaluated at least once each year and tenure and non-tenure employees at least once each three years in accordance with the following.

1. Employees will be informed of evaluative procedures and instrumentation and advised as to who shall observe and evaluate their performance.
2. Monitoring or observing the work performance of an employee will be done openly. Covert surveillance, including the use of electronic devices, will not be used without the full knowledge and permission of the employee.
3. The formal evaluation will be preceded by at least two (2) working observations, each of which shall be at least thirty (30) consecutive minutes in duration. The final observation supporting an evaluation shall be conducted at least ten (10) working days prior to the evaluation.

Evaluations will be discussed with employees not later than ten (10) working days after the date of the last formal observation supporting the evaluation, if either the employee or the evaluator requests a post-evaluation conference.

Other observable behavior which may result in negative evaluation will be reported to the employee within seven (7) working days of the occurrence.

4. If a staff member is identified by the evaluating administrator as being unsatisfactory or needing improvement, a meeting shall be convened to discuss in detail performance problems being experienced by the employee. The supervising administrator shall develop (or amend) a written Individualized Development Plan (IDP) to bring about desired changes in the employee's identified performance problem areas. The evaluating administrator and the employee shall be jointly responsible for implementing the IDP. The evaluating administrator shall make whatever observations are necessary to determine if the objectives of the IDP are being attained by the employee.

The IDP shall specify a time interval for desired performance remediation, which shall normally be one (1) semester and which will normally not exceed two (2) semesters.

5. Each employee shall be provided with a copy of formal evaluation reports. The employee shall sign for receipt of the evaluation at the time it is provided to him-her. This signature does not mean that the employee is in agreement with the formal evaluation.
6. Employees will be informed of any evaluative data which is to be included in their respective personnel files and given an opportunity to discuss it with the evaluator.

7. If an employee does not agree with an evaluation report or other written report prepared for his personnel file, he/she shall have an opportunity to discuss the report with his immediate supervisor and the Superintendent.
 8. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.
 9. A probationary teacher's supervising administrator shall provide the probationary teacher with an IDP at a conference called by the evaluator for that purpose. The probationary teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
- B. All evidence to be used in professional employee evaluation shall be in written form. Copies of completed evaluations shall be placed on file in the Intermediate Office along with any written responses the employee may wish to make to such evaluations, and a signed copy given to the professional employee.
- C. Each employee shall have the right to request to review the contents of his personnel file with or without a representative of the Association. The review will be made in the presence of the person responsible for the safekeeping of such files. Confidential credentials and related personal references normally sought at time of employment are specifically exempted from such review; however, evaluations will be included.

6. DISCHARGE AND DEMOTION

- A. Discharge, demotion, or other involuntary change in the employment status of an employee shall be for just cause. However, the just cause standard shall not be applicable to "probationary" employees as defined in Article 1 of this Agreement.
- B. The Association may support a teacher seeking a remedy under either the Tenure procedure, if applicable, or through arbitration; however, should the teacher elect to pursue the Tenure procedure, such election will bar any further or subsequent proceedings under the grievance-arbitration provisions of this Agreement.

7. **LAYOFF AND RECALL**

A. Layoff Procedure

In order to promote an orderly reduction in bargaining unit personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used. Reductions will be effectuated either at the beginning of a school year or at the beginning of the second semester.

1. Probationary employees shall be laid off first in inverse order of seniority within each job classification. A probationary employee shall not be laid off unless there is a tenure employee who is certified (where required), or a non-tenure employee who is state approved, authorized and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether.
2. If reduction of bargaining unit personnel is still necessary, then tenure and non-tenure employees in the specific positions being reduced or eliminated shall be laid off in the following order:
 - a. Temporarily state-approved or temporarily certificated personnel in inverse order of seniority.
 - b. Fully state-approved or certificated personnel in inverse order of seniority.

Inverse order of seniority means that those with least seniority are to be laid off first. For the purposes of this article "seniority" is defined to mean the amount of time an individual is continuously employed as a member of the bargaining unit within the school district.

3. A tenure or non-tenure employee who is laid off pursuant to this Article has the right to be placed in a bargaining unit position for which he/she has full certification (for positions requiring certification) or state approval to fill, as of the time of layoff, and which is occupied by an employee with less seniority.
4. Prior to the issuance of layoff notices, SCUBA will be given an opportunity to make specific recommendations regarding the particular implementation of layoff procedures planned by the District.

The Board shall give written notices to employees laid off pursuant to this Article no later than June 15 for employees being laid off at the beginning of the school year and no later than December 15 for employees being laid off at the beginning of the second semester.

Each year, the Board shall prepare a seniority list by certification and classification and transmit a copy of the same to the Association on or before the 1st day of November and shall be updated by May 1. If no objections to the seniority list are received within thirty (30) days from its distribution, the Board's list shall be regarded as conclusive. In the event

more than one individual has the same date of hire, all individuals so affected will participate in a drawing for each date of hire, to determine placement on the seniority list. Such drawing shall occur only once. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing, and given the opportunity to be present. The first name drawn shall be the name on the seniority list for that date, and proceed in that order. The Board shall draw the first name and the Association shall draw the second and proceed alternately until all names are drawn.

B. Recall Procedure

1. Bargaining unit members on layoff shall be recalled in order of seniority, provided the more senior bargaining unit member is certified (for positions requiring certification) or state approved to fill the vacant assignment.
2. No new personnel shall be employed by the Board to fill vacant bargaining unit positions while there are properly certified (for positions requiring certification) or state approved bargaining unit members on layoff status. No probationary employee shall be recalled prior to a tenure or non-tenure employee certified (for positions requiring certification) or approved to fill the available assignment, except where this would violate the rights of a bargaining unit member under the Teachers' Tenure Act, MCLA 38.171 et seq.
3. The Board shall give written notice of recall from layoff by sending a certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any changes in address by certified letter. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notices to employees.
4. An employee on layoff status will be considered to have voluntarily terminated his/her employment if:
 - a. He/she fails to respond to a letter of recall within ten (10) calendar days of the date received by sending a certified letter indicating intent to return by reporting date specified in the recall notice and reporting for work on that date, unless otherwise excused in advance by the administration.
 - b. A laid off bargaining unit member employed under contract by another Michigan K-12 school district at the time of recall may properly refuse call. However, if the bargaining unit member is offered a position by July 1 at CISD for the ensuing school year, the teacher's refusal of the offer shall constitute a resignation and his/her employment shall automatically terminate.

5. Probationary teachers shall remain on the recall list and shall be eligible for recall for a period not to exceed two (2) years from their effective date of layoff, or their length of service with the District whichever interval is shorter. At the expiration of the recall period all rights to re-employment are automatically lost. Tenured teachers and other non-tenure bargaining unit members (as those terms are defined in Article 1) shall remain on the recall list and shall be eligible for recall for a period not to exceed five (5) years from their effective date of layoff. At the expiration of the recall period all rights to re-employment are automatically lost.

C. Employees - Special Grants

Employees whose salaries are paid from special grant funds may have their employment terminated when such funds are no longer available, provided the positions remain unfilled. Efforts to secure renewal of grants to continue employment of employees whose salaries are paid from these funds will be made unless the Board decides to discontinue the project.

- D. An employee shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the Board. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The employee shall further notify the Board and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

The certification (and/or approval) of an employee to be laid off shall be the certification (and/or approval) on file with the Board at the time the notice of layoff is sent. The certification (and/or approval) of an employee to be recalled from layoff shall be the certification (and/or approval) on file with the Board at the time the notification of recall from layoff is sent. It is the employee's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes.

8. RETIREMENT

- A. Upon retirement under the provisions of the State Retirement Act, employees who are eligible to begin drawing retirement benefits immediately and choose to do so shall be paid at their annual rate for any accumulated sick leave up to 90 days. All such employees must have been employed by the Calhoun Intermediate School District at least ten years in order to be eligible for this benefit.

If, at a later date, the employee shall for any reason return to employment in the Calhoun Intermediate School district, the employee will not be eligible for these benefits a second time.

Employees hired after July 1, 1990, must have been employed by the Calhoun Intermediate School District at least fifteen years in order to be eligible for this benefit.

- B. In lieu of accessing the benefits described above, eligible bargaining unit members may elect to receive a supplemental retirement stipend under the conditions set forth below.

1. The supplemental retirement stipend will be in effect for a period beginning on May 1, 1995, and concluding on July 1, 1995. This provision and the opportunity to receive the corresponding stipend expires and shall be null and void after July 1, 1995. A minimum of two (2) bargaining unit members must participate before anyone is eligible to receive the supplemental retirement stipend.
2. To be eligible for participation in this program a bargaining unit member must satisfy all of the following requirements:
 - a. Completion of a minimum of twenty (20) years of service with the Calhoun Intermediate School District (excluding periods of layoff and unpaid leave) immediately preceding his/her retirement and request to receive this stipend. Up to five (5) years education service outside ISD shall be counted for eligibility purposes.
 - b. The bargaining unit member must be on the final step of the appropriate salary column as set forth in the salary schedule in Appendix A of this Agreement.
 - c. The bargaining unit member must either be at work or on approved leave status on the last work day of the 1994-95 school year.
 - d. The bargaining unit member must submit a voluntary and irrevocable resignation of the District not later than February 1, 1995. The effective date of the resignation shall be the last teacher obligation day as set forth in the negotiated school calendar for 1994-95.
 - e. The bargaining unit member must be eligible, make application and be accepted to receive retirement benefits from the Michigan Public School Employee Retirement System. Upon request, the retiring

bargaining unit member shall furnish verification to the District that he/she has applied for MPSERS benefits and has utilized the stipend amount for the purchase of generic retirement service credit under Section 69 f of PA 194 of 1989.

3. A bargaining unit member who satisfies the foregoing requirements shall receive a stipend according to the following schedule:

First Year - 100% of MPSERS actuarial cost
Second Year- 90% of MPSERS actuarial cost
Third Year- 80% of MPSERS actuarial cost
Fourth Year- 70% of MPSERS actuarial cost
Fifth Year- 60% of MPSERS actuarial cost

If 4 or 5 bargaining unit members retire, the above percentages shall be adjusted upward by 10% of the MPSERS actuarial cost for the Second through the Fifth Years.

If more than five (5) bargaining unit members retire, the percentages shall be adjusted as follows:

First Year- 100% of MPSERS actuarial cost
Second Year- 100% of MPSERS actuarial cost
Third Year- 100% of MPSERS actuarial cost
Fourth Year- 90% of MPSERS actuarial cost
Fifth Year- 80% of MPSERS actuarial cost

It is understood that, in no event, shall the Board be required to contribute for any years of service credit beyond what would minimally qualify the individual for a regular retirement allowance from MPSERS, as said allowance is defined in Section 81 of PA 300 of 1980, as amended.

4. It is understood that the percentages of actuarial costs referenced in the above schedule shall be considered gross wage amounts subject to any tax deductions and/or withholding required by law.
5. A bargaining unit member electing and receiving benefits under this Plan will have his/her stipend reduced by any amount he/she receives as unemployment compensation charged against the Calhoun Intermediate School District. Should the bargaining unit member have already received the retirement stipend prior to the collection of any unemployment benefits, he/she shall be obligated to repay the District a portion of retirement benefits equal to all amounts of unemployment compensation received.
6. The creation of this opportunity to receive a supplemental retirement stipend is intended by the parties to act as an additional benefit for those bargaining unit members who elect to voluntarily retire in order to receive

benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.13301 et seq. The creation of this opportunity or institution of the stipend shall not in any way bind the parties or their successors to incorporate such feature in any successor collective bargaining agreement or otherwise perpetuate the conditions outlined herein. In the event that this supplemental retirement stipend is found to be contrary to the law during the term of its existence, this agreement shall be immediately canceled and the parties shall meet to negotiate for a successor provision. Bargaining unit members who have previously elected to receive the stipend shall continue to be covered by these provisions, to the extent permitted by law.

9. COMPENSATION

A. Salaries

1. The salaries of employees covered by this Agreement are set forth in Appendix A., which is attached and is part of this Agreement.
2. Employees whose contract requires that they work a greater or lesser number of days than those specified in the salary schedule will have their salaries pro-rated on the number of contractual working days. Employees requested to do additional work over their respective contractual days (187/223/etc.) will be paid their pro-rata daily rate. It is agreed that any such bargaining unit work shall first be offered to certified, approved and qualified bargaining unit members. Should bargaining unit members meeting the above criteria reject the work, it may then be offered to outside employees who are certified, approved and qualified.
3. New employees may be allowed credit for no more than their actual years of professional experience which may include up to two (2) years of military service. Newly hired employees (i.e. hired on or after 7-1-94) who first begin work between July 1 and January 31 will receive a full step advancement on Schedule A at the commencement of their next school year. If an employee starts work on or after February 1, but before July 1, he/she shall remain on his/her original step of placement for the duration of his/her next succeeding school year.

B. Mileage

Employees required to use private cars on official business shall be reimbursed monthly at the current IRS rate for business expense upon the submission of a properly prepared expense voucher.

C. Individual Contract

The individual contract, executed between each teacher and the Employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this Agreement takes precedence over and governs the individual contract. Employee contracts shall state the beginning and ending dates of employment and the number of working days.

D. Workers' Compensation

A bargaining unit member may elect to receive the difference between his/her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this same percentage shall be deducted from the bargaining unit member's sick leave accumulation. For example, if workers' compensation pays sixty percent of full pay, sick leave may be utilized to pay the remaining forty percent and the bargaining unit member's sick leave accumulation shall be charged .4 of a day for each day so used.

It is further agreed, for purposes of Section 354 of the Workers' Disability Compensation Act, that the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the School District constitutes a direct contribution to this Plan by the bargaining unit member which precludes differential salary payment pursuant to Section 354 (b) of the Workers' Disability Compensation Act, MCLA 418.354.

Provided the District shall not be required to permit proportional use of sick days where a bargaining unit member is concurrently receiving workers' compensation benefits in the event that the District's workers' compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCLA 418.354.

In the event that such a determination is made, the Board agrees to immediately notify the Association.

10. **INSURANCE**

- A. The Board shall provide without cost (for the 1994-95 contract year) to the employee the following MESSA-PAK for a full twelve-month period beginning September 1 for each full-time employee and his/her eligible dependents. Employees not electing Plan I will elect Plan II. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

Plan 1

- a. Health Insurance . . . MESSA Super Care 1(Effective 9-1-92)
- b. Dental Insurance . . . Delta Dental Plan E007
- c. Vision Insurance . . . VSP-3
- d. Life Insurance Negotiated life insurance in the amount of \$35,000 which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.

Plan 2

- a. Dental Insurance . . . Delta Dental Plan E007
- b. Vision Insurance . . . VSP-3
- c. Life Insurance Negotiated life insurance in the amount of \$40,000, which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.
- d. Non-taxable options . Up to the MESSA Super Med 2 single subscriber rate for MESSA-MEA Financial Services non-taxable options.

- B. Part-time employees are not eligible for the above PAK but shall be able to select one of the following:

Plan 3

- a. Health Insurance . . . MESSA SuperCare1 (Effective 9-1-92) prorated based on portion of a full-time assignment worked.
- b. Dental Insurance . . . Delta Dental Plan E007 (fully paid)
- c. Life Insurance Negotiated life insurance in the amount of \$15,000 which provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier.

Plan 4

- a. Dental Insurance . . . Dental Plan E007 (fully paid)

- b. Life Insurance Negotiated life insurance in the amount of \$20,000 which provides double benefits in case of accidental death and triple benefit in case of death while a passenger on a commercial carrier.
- c. Non-taxable option Up to the MESSA Super Med 2 single subscriber rate, pro-rated based on the portion of a full-time assignment worked, for MESSA-MEA Financial services non-taxable options.

For the insurance program year beginning July 1, 1995 and ending June 30, 1996 the Board shall absorb up to a total 7.5% insurance premium increase for the coverage's specified in Plans 1-4 above. The next 7.5% increase shall be absorbed by bargaining unit members through an adjustment of the 1995-1996 salary schedule (as set forth in Appendix A of this Agreement) prior to its implementation. Within ten (10) business days of receiving insurance rates for 1995-1996 (7-1-95 to 6-30-96) the Board shall notify the Association of the insurance premium increases (if any) which exceed 7.5% of the 1994-95 premium. Within ten (10) business days of receiving that notice the Association shall verify the amount and indicate to the Board the manner in which such amount is to be subtracted from the salary schedule (1995-1996). Any disputes pertaining to calculation and/or implementation shall be subject to arbitration, at the request of either party under the procedure set forth in Article 15 of this Agreement. In the event that the 1995-1996 insurance premium increase exceeds 15% over 1994-95, this Article shall be reopened for negotiations over allocating the responsibility for any such amounts.

- C. All insurance coverage shall be of 12 month duration for those employees whose contract covers a period of time of at least nine months during a fiscal year. An employee who is terminated before the end of his/her annual contract shall have these benefits pro-rated for the period of time actually employed.
- D. Employees on unpaid leaves of absence or otherwise not in a pay status shall not be entitled to Board-paid insurance benefits, except as is otherwise required by the Family and Medical Leave Act. Coverage may be continued to the extent permitted either by the insurance carrier only if the employee pays the full premium, except where the Board is required to remit premium on behalf of the employee under the terms of the Family and Medical Leave Act.
- E. It shall be the responsibility of the bargaining unit member to comply with all the requirements for the coverage specified by the insurance carrier and/or insurance policyholder, including responsibilities for enrollment and submission of all information necessary for claim processing and/or claim administration.
- F. All disputes regarding coverage and claims processing shall be between the bargaining unit member and the insurance policyholder and/or insurance carrier. Such disputes (except the employer's failure to make premium contributions specified in this Article), shall not be subject to the grievance procedure in this Agreement.

11. WORKING DAYS AND HOURS

A. Calendar

1. The annual Calhoun Intermediate School District calendar shall be negotiated annually and, once agreement is reached, shall be an official part of this Agreement. The calendar shall be in conformance with any agreed-to "common calendar" by constituent school districts except that it shall require no fewer than 187 working days (188 work days effective 1995-1996) for full-time employees, and shall not violate any other portion of this Agreement.
2. All employees whose contract calls for 187/188 (effective 1995-1996) working days or less shall follow the adopted calendar.
3. Schedule for 187/188 working days (effective 1995-1996) contract employees assigned to Doris Klaussen Developmental Center shall include two working days for orientation and classroom preparation before students report in the fall; and two additional working days without students - one as early in the fall as practicable and one after final day for students - to be used for planning and record keeping.
4. Employees who are required to work more than 187/188 (effective 1995-1996) working days per year shall have the exact number of working days specified in their individual employment contracts. Employment contracts for the Calhoun County Juvenile Home shall normally be for the 187/188 (effective 1995-1996) working days.
5. Employment contracts for Starr Commonwealth shall normally be for 223 working days (224 working days effective 1995-1996) and shall commence on July 1. It is recognized that the number of working days specified are subject to change due to funding considerations, enrollment conditions, third-party contracts and similar conditions.
6. Any days that the Starr program is in operation beyond the 223 contract days (224 contract days effective 1995-1996) shall be identified as discretionary leave days. Discretionary leave days shall be coordinated with Starr in order to avoid schedule conflicts and to assure adequate staffing.

Should there be less than ten (10) discretionary days [nine (9) days effective 1995-1996], as defined above, the employee may arrange (upon prior approval of Starr Commonwealth) to work two (2) additional days when the education program is not in session. These days, if granted by Starr Commonwealth, will be exchanged for two (2) subsequent work days so that the employee may utilize a combination of discretionary and trade days to take seven (7) work days at some time other than Christmas.

B. Working Hours

Normal office hours are: 8:00 a.m. to 5:00 p.m., Monday through Friday. Employees whose schedule requires that they report to a location other than the central office shall maintain the hours of the system they are serving. On all other working days, regular office hours are required. In no event shall the working hours be less than 35 per week. Working hours for the Juvenile Home and the Doris Klaussen Developmental Center shall be determined by the program supervisor, provided the total working hours in any single week do not exceed those prescribed for employees in similar positions. Exceptions may be made according to department needs.

The Board and the Association recognize that professional employees are sometimes required to perform their duties outside of normal working hours.

12. SICK LEAVE

- A. All regular full-time employees will be allowed one day's absence per month of employment, and all regular employees working at least one-half time but less than full-time will be allowed one-half day's absence per month of employment without loss of salary for the following reasons:
1. Personal illness or quarantine.
 2. Serious illness in the immediate family, interpreted to mean husband, wife, or child.
- B. Employees will be credited with a full year's entitlement as of the date of employment (assuming a full contract year; otherwise will be pro-rated for the term of employment). For example: Employee is contracted for 94 days, he/she will be credited with five (5) sick leave days. Days will be paid at employees regular rate.
- C. At the end of each year, any unused portion of the days earned shall be accumulated up to a maximum of 210 days.
- D. Employees on 187-day (188 days effective 1995-96) contracts shall be considered as employed 10 months per year.
- E. The smallest increment of sick leave that shall be accounted for is one-half day.
- F. A sick leave bank designed to provide employees with income protection due to a long term major physical or mental disability is established as follows:
1. Each employee contributed one (1) of his/her sick leave days for the 1990-1991 school year to the sick leave bank. During this initial year the Board contributed a like number of days to the sick leave bank. In any subsequent year when the bank falls below fifty (50) days, each employee will contribute an additional day to the bank.

If the employee has exhausted his/her sick days at the time of the assessment, the one (1) day will be deducted from his/her personal leave. If personal leave is not available, the one (1) day shall be deducted from sick leave at the beginning of the next fiscal year.

All newly hired bargaining unit members shall, upon hire, contribute one (1) day to the sick leave bank.
 2. Employees will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of (a) the employee's accumulated sick leave, or (b) a waiting period of thirty (30) work days during the calendar year.
 3. The maximum withdrawal for any one twelve (12) month employee cannot exceed one hundred (100) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed one hundred (100) sick days. The amount for ten (10) or eleven (11) month employees shall be pro-rated.

4. When a bargaining unit member returns to work following a disability and he/she has a recurrence of the same disability within the six (6) month period immediately following return to work, he/she may request a waiver of the waiting period from the Sick Leave Bank Review Committee.
5. Disabilities incurred on or after January 1, 1991, will be considered eligible for the sick leave bank. Disabilities sustained prior to January 1, 1991, are excluded.
6. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank.
7. Employees who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Superintendent or his/her designee for information regarding the necessary application procedures.

Applicants shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.
8. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Association and three (3) representatives of the Board. If a decision cannot be reached by the committee, this shall constitute a denial of that particular request to access the sick leave bank.
9. Bargaining unit members shall not draw sick leave bank days while they are receiving statutory or contractual income protection benefits funded by the school district.
10. The Sick Leave Bank Review Committee will be responsible for development and dissemination of application procedures to all bargaining unit members. The Sick Leave Bank Committee, upon granting a request for withdrawal, shall give written notice of the decision to the Superintendent (or designee). The Sick Leave Bank Committee shall be responsible for maintenance of proper records of its business and shall make available such records to the Board upon request.

G. For purposes of the Family and Medical Leave Act, sick leave which is allowed and utilized under this Article shall be charged against the employee's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the employee. This shall apply to:

1. Sick leave which is utilized pursuant to ¶ A (2) of this Article to care for a family member (child or spouse) with a serious health condition, including where an employee must make arrangements for necessary medical and/or nursing care.
2. Sick leave which is utilized pursuant to ¶ A (1) of this Article due to a serious health condition which renders the employee unable to perform the functions of his/her job.

13. LEAVES OF ABSENCE

A. Extended Illness / Disability Leave

A bargaining unit member who is incapacitated or disabled due to personal illness or disability and who has exhausted all earned and accumulated sick leave shall be placed on an extended unpaid leave of absence for the duration of his/her illness or disability for a period of up to six (6) months from the date upon which sick leave was exhausted. Such leave will be granted without pay or increment and may be extended for an aggregate period not to exceed one (1) year from the date on which sick leave was exhausted. A bargaining unit member anticipating an extended period of illness or disability may voluntarily elect to apply for leave under this paragraph as opposed to utilizing his/her accumulated sick leave or any portion thereof. The Board will continue to pay insurance premium contributions (as required by Article X) during such leave for a period not to exceed ninety (90) days.

B. Child / Family Care Leave

1. Bargaining unit members who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) shall be allowed unpaid leave of up to twelve (12) weeks (in a twelve month period) for: the birth and care of their child, adoption or foster placement, with the entitlement to this leave expiring at the end of the twelve (12) month period beginning with the date of the child's birth, adoption or foster placement (as applicable).

Up to twelve (12) weeks leave shall be allowed (not to exceed a total of twelve weeks of FMLA leave in a twelve month period), if the bargaining unit member is required to care for a spouse, parent, son or daughter who has a serious health condition.

The Board will continue to pay insurance premium contributions (for the insurance coverages specified in Article 10) during the period of such leaves, not to exceed twelve (12) weeks in a twelve (12) month period.

2. Employees who are not eligible for mandatory FMLA leave under ¶ B (1) of this Article or who desire time beyond (12) weeks may request a leave of absence (or extension of an FMLA leave) for the purpose specified above. Requests will only be granted in cases where there are compelling reasons requiring the presence of the employee.

Leaves will not exceed one (1) year [inclusive of any leaves taken under ¶ B (1) of this Article] and will only be granted without pay or other employee benefits.

Approval will be at the sole discretion of the Board of Education.

C. Military Leave

Employees granted leaves of absence from the Intermediate School District for military service may receive year-for-year credit for that service on their employment in the Intermediate School District.

D. Jury Duty

Employees will be granted a leave for jury duty with difference in pay allowed. Regular salary will continue providing all pay, except expenses, received as a juror is turned over to the Board of Education.

E. Sabbatical Leave

Professional employees who have completed seven consecutive years of full-time employment or equivalent in the Calhoun Intermediate School District may be granted a sabbatical leave of absence for six months or for one year for the purpose of travel or study in pursuit of wider knowledge and a greater skill in their professional position.

The employee will be paid 50 percent of the salary he/she would normally receive for the six month period or year he/she is on leave, provided he/she signs an agreement to return to the Calhoun Intermediate School District at the beginning of the next six month period and remain for at least one year or refund the salary received while on leave. The above conditions and requirements pertaining to continuation and payment of compensation shall not be applicable where the Board is required to grant a sabbatical leave in accordance with Section 1525 of the School Code or its successor provision. Where a teacher takes sabbatical leave under Section 1525 of the School Code, the Board shall consider allocating a stipend for the teacher from professional development funds.

No more than one professional employee may be granted such leave in any one school year with the exception of those leaves which the Board is required to allow under Section 1525 of the School Code. Employees desiring such leave should make application to the Superintendent at least three months prior to the end of the fiscal year. Special consideration may be given for unusual circumstances that prevent earlier application. Employees on such leave desiring to extend the sabbatical leave for a second six month period may make such request to the Superintendent at least six (6) weeks prior to the end of the sabbatical leave.

F. Leaves of Absence for Professional Improvement

1. Employees who desire to avail themselves of opportunities for further training which would require full or part-time absence from their duties may make application for a leave of absence.
2. Leaves of absence of less than six months for professional improvement may be granted by the Board of Education without pay, with partial pay or full pay at the discretion of the Board.
3. When institutes, or other training programs during the work year, provide for cash allowances for the employee and/or his dependents, the Board and the employee shall agree to an equitable salary and expense arrangement if a leave of absence with pay is granted.

G. Funeral Leave

Up to three days without salary loss will be granted for funerals in the immediate family (father, father-in-law, mother, mother-in-law, brother, sister, husband, grandchild, wife, or child) without having time charged against employee's sick leave. One day will be granted for the death of an aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.

H. Other Leaves of Absence

1. Any employee with three or more years of service in the Intermediate School District may make application for up to a year's leave of absence without pay, and no more than a one-year extension.
2. Any leave of absence granted will be with the understanding that it is a leave of absence from the Intermediate School District, and not necessarily from a particular position. The employee will, however, receive normal credit for increments on the professional salary schedule. Every effort will be made to assign the employee to the same or a comparable position.

I. Emergency Leave

1. Each employee shall be entitled to one (1) day for emergency personal business which cannot be conducted outside of regular school hours. Emergency personal business leave shall not be used for other employment or for social, recreational, vacation or other similar purposes.
 - a. This leave shall not be taken the day prior to and/or the day following a holiday or vacation period or on parent-teacher conference days.
 - b. The employee shall notify the Superintendent (or designee) at least three (3) school days in advance of intent to utilize the emergency personal business leave. The employee shall also complete a form constituting a certification by the employee that the obligation cannot reasonably be scheduled outside the regular work day or on a non-work day.
 - c. All leave is subject to availability of substitutes.
 - d. The emergency personal business day referred to in this subsection does not have to be taken prior to any other emergency leave day(s) described in subsection ¶ I (2) of this Article.
2. An employee may apply to the superintendent (or designee) for up to two (2) additional emergency days. If granted, the days shall be subject to the conditions specified in Paragraph I (1) of this article immediately above. The request shall contain a full explanation, in writing, and is subject to advance approval by the Superintendent (or designee). The emergency may be of such nature that the request in writing is not practical; in this event, the employee shall contact the Superintendent (or designee) by phone or in person to get a decision prior to the absence. Emergency leave

will not be approved for reasons covered by other leave provisions in this contract; such as, sick leave and funeral leave, except in cases where sick leave and/or funeral leave allowances have been exhausted. The smallest increment of emergency leave that will be accounted for is one-half day.

In extenuating circumstances emergency leave under this subsection ¶ I (2) may be requested for day(s) prior to or following a holiday or vacation period or on parent-teacher conference days.

J. Recreational Leave

The Superintendent may approve written requests for up to five (5) days of recreational leave without pay. No more than two (2) members of the professional staff will be allowed recreational leave at one time. Recreational leave days shall not be used prior to or following any national holiday or vacation recess, nor is the leave to conflict with conferences or in-service training days. Priority for utilization of recreational leave shall be afforded to those staff member(s) making the earliest requests. Where there is more than one request received concurrently, priority shall be afforded on the basis of seniority.

K. General Conditions - Unpaid Leaves

1. Any leave of absence granted will be with the understanding that it is a leave of absence from the Intermediate School District and not from a particular position. Restoration from leave shall be to the employee's former assignment or to any assignment within the bargaining unit for which the returning individual is certified (or approved, as applicable) and qualified. This shall be considered as restoration to an equivalent assignment.
2. Bargaining unit members who were granted and availed themselves of unpaid leaves prior to July 1, 1990, received and will maintain normal credit for increments on the professional salary schedule. Leaves granted and taken after that date shall not entitle the bargaining unit member increment advancement. However, if the bargaining unit member has worked ninety (90) or more work days in the school year in which leave is taken, the increment shall be granted.
3. Unpaid leaves of absence shall not entitle the bargaining unit member to accrual or payment of any benefits under this Agreement except as are otherwise specifically described under the terms of this Agreement. Board paid insurance premiums shall not be discontinued until conclusion of the month immediately following the month in which the leave commenced, except where the Board is required either by this Agreement or by law to continue premium payments for a longer interval.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during

the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) business days of demand.

4. Employees taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (with consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, employee and Association. The cost of this examination shall be paid by the Board.

In the case of an adoption or foster care placement, a copy of the order awarding custody to the employee shall be provided to the Board (if requested) in connection with the employee's application for those purposes. When leave is taken under this Article to care for an employee's own seriously-ill spouse, child, parent or due to the employee's own serious health condition, the employee will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

5. In order to provide continuity within the workplace, the employee shall promptly notify the Board in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the anticipated date of return. Except in the case of an emergency, the employee shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

The Board and the employee agree to cooperate in scheduling the return from the leave at a time which minimizes disruptions to the continuity of the service delivery system.

6. Where an instructional employee requests intermittent leave or reduced schedule leave to which the instructional employee is entitled under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the instructional employee:
 - a. take leave for a period not to exceed the duration of the planned treatment

-or-

- b. transfer temporarily to an available alternative position for which the instructional employee is certified (or approved, as applicable)

and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the instructional employee's current assignment.

7. Where a bargaining unit member who is not an instructional employee (for purposes of the Family and Medical Leave Act) requests intermittent or reduced schedule leave to which the employee is entitled under the Family and Medical Leave Act, the Board may require the employee to transfer temporarily to an available alternative position for which the employee is certified (or approved, as applicable) and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the employee's current assignment.

14. MEETINGS AND CONFERENCES

The Superintendent may approve attendance of employees at educational or professional conferences and meetings with provision for subsistence and travel allowances as included in the budget. A written or oral report may be required to be submitted to the Board of Education by each employee attending a conference or meeting. The following rules apply to conferences and meeting attendance:

1. Requests must be in writing on forms provided. Prior approval for attendance must be received from the Superintendent. Financial advances may be requested.
2. Transportation to conferences and conventions shall be by the most reasonable and practical mode available. Where tourist or coach class air fare is less than the cost of mileage to a conference some distance from Marshall, only the cost of the air fare will be allowed as an expense item if the employee chooses to travel by car. In addition, no motel or meal costs en route will be allowed in this case. If there is shown need for a car, and approval is received from the Superintendent, then private cars may be used.
3. The following types of actual expenses will be allowed within reasonable limits:
 - a. Hotel or motel room including taxes.
 - b. Meals.
 - c. Necessary incidentals (must be itemized) such as bus fare, parking, conference registration fees, etc.
 - d. Personal laundry expense only if conference attendance exceeds one week.
4. Expense accounts shall provide the following information for auditing purposes:
 - a. Daily breakdown of expenses by categories indicated on form.
 - b. Description shall include not only the place of meeting but type of meeting as well, for example: Detroit - MASB Conference.
 - c. Signature of employee.
 - d. Receipts for hotel or motel bills, registration fees, and plane tickets, and other receipts when practical.
5. Reimbursement shall only be for actual and necessary expenses. Mileage shall not be paid when a passenger in another car. In that case, if the driver makes a charge, he/she should bill the Board of Education, or the employee must pay him, obtain a receipt for the payment, and be reimbursed for the payment.

15. GRIEVANCE PROCEDURES

A. Definition

Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance, and shall be resolved through the procedure set forth herein.

B. Time Limits

All time limits shall consist of working days. Time limits may be extended only with the written consent of both the Superintendent and the Association. Every effort will be made by both parties to shorten time limits wherever possible.

C. Procedure

The parties acknowledge that it is usually most desirable for the professional employee and his supervisor to resolve the problem through free and informal communications. When requested by either party, the Association's grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the employee, then the grievance shall be processed as follows:

Step 1: The employee shall submit his grievance to a grievance committee appointed by the Association. The grievance committee may request information from the Superintendent or his representative to assist them in considering the grievance. This committee shall determine if the grievance is justified and, if in agreement, shall submit a written report to the Superintendent.

Step 2: If the complaint is not resolved informally, the employee must present the grievance in writing to the Superintendent within five (5) days of the committee meeting and within 20 working days of the alleged violation.

The Superintendent will call for a meeting to be held within ten (10) days after receipt of the written grievance. The Association's representative, and the Board's representative and/or the Superintendent, the department head and the grievant shall be present for the meeting. The Superintendent will provide the grievant with a written answer on the appeal within five (5) days following the meeting.

Step 3: If the grievance is not satisfactorily resolved in Step 2, a formal meeting with the Association's representative and the Board's representative shall be held before the Board within ten (10) days after receipt of the grievant's request for such a meeting. Such request must be submitted within 20 days following the Superintendent's Step 2 reply. Each party shall have the right to include appropriate witnesses to develop facts pertinent to the appeal. Upon conclusion of this meeting, the Board shall have ten (10) days in which to provide their decision in writing to the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 3, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If the Association does not file a demand for arbitration within

fifteen (15) days of the date for the Board's Step 3 reply, then the grievance shall be deemed withdrawn.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

The grievant may appeal at any step of the procedure except Step 4 without the support of the Association, in which case the Association shall be notified and may have a representative present.

- D. The Board acknowledges the right of the Association's representative to participate in the processing of an appeal at any level, and the Association acknowledges the right of the Board's representative to do likewise.
- E. Provided both parties agree (Board and Association), Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

16. FEES - STUDENT TEACHING

Fees received by the Board of Education from colleges and universities as remuneration for training of student teachers shall be placed in a special fund.

A committee consisting of teachers who have supervised student teachers will advise the Superintendent as to appropriate specific expenditures from this fund. The committee will consist of not more than five members selected by the Association. Expenditures will be limited to the following:

- Professional books and periodicals.
- In-Service expenses such as materials and consultant fees.
- Equipment and materials not otherwise available.

The committee will, to the extent practicable, insure that their recommendations will equitably benefit those buildings that have had student teachers.

17. IN-SERVICE EDUCATION

A. Committee

The Association will select a representative in-service committee consisting of not more than eight members.

This committee will advise the Director of Special Education and the Superintendent as to in-service education needs of the teaching staff. Upon request, the Director of Special Education and/or the Superintendent or their designees will meet with the committee to provide advice and assistance.

Committee recommendations will, to the extent practicable, deal with both general staff needs and differing needs based on buildings, professional assignments, and special circumstances.

B. In-service Education Programs

In-service education programs will, to the maximum extent practicable, be scheduled during or immediately following the regular working day.

18. MISCELLANEOUS

A. Employee Consultant Fees

Under no circumstances shall consultant fees be charged or accepted by any employee of the District for services rendered within the jurisdiction of the Calhoun Intermediate School District. Fees for services outside the District rendered by District employees during normal working hours shall be turned over to the Board of Education.

B. Tuberculin Tests

All employees shall submit evidence of a negative tuberculin test or chest x-ray within sixty (60) days of date of employment and every three years thereafter.

C. Smoke-Free Environment

There will be no smoking other use of tobacco products in any facilities owned, leased or occupied by Calhoun ISD. When a bargaining unit member performs services at the facilities of a constituent district or other entity, the regulations of that institution regarding use of tobacco shall prevail.

D. Severe Weather

In the event of severe weather, the Superintendent shall give consideration to closing the Calhoun Educational Service Center Building and/or other buildings operated by the Calhoun Intermediate School District and announce such closing(s) to area radio stations prior to 7:30 a.m. In this event, employees assigned to the building(s) that are closed shall not be required to report. Employees assigned to CISD buildings or local school district buildings that are open are expected to report. If road conditions do not permit, employees must use emergency leave if they are to be paid for that day.

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as necessary to ensure instruction as prescribed by Michigan law. Employees shall be excused from reporting for school on those days which are canceled due to the above conditions.

Employees will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation except that employees who, with administrative approval, worked on canceled days shall not be subject to rescheduled days.

The parties agree that this contract provision has been negotiated to comply with the provisions of the State Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the District's obligation to comply with requirements set forth by the State Board of Education respecting the number of "student instruction" days, as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost days of student instruction (attributable to the above conditions) to

ensure the minimum number of instructional days required by the Department of Education for both regular school year and extended year programs (e.g. 230 day programs).

Employees will follow the inclement weather cancellation and make-up schedule of the K-12 or ISD facility where their assigned office is located. Each employee shall be notified of his/her "assigned" office, for inclement weather purposes, at the beginning of the school year.

E. Withdrawal of Services

For the duration of the Agreement, the Association will not engage in, authorize or encourage, any interruption of educational services or activities due to a cessation, withdrawal, or withholding of services in any matter or form either in whole or in part by members of the bargaining unit for any reason and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any school prohibited activity.

F. Use of Substitute Teachers

Except in cases of emergency, certified substitute teachers will be provided in the absence of regular classroom teachers.

G. Master Agreement

The Board will provide each employee with a copy of the current Master Agreement. The Board will also provide a minimum of one copy of the current Board Policy Manual in each building or department.

H. Waiver

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

I. Entire Agreement

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or

agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

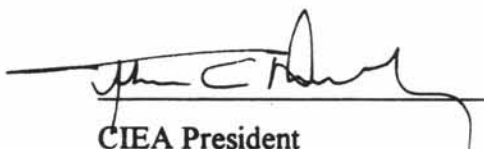
19. DURATION


The provisions of this Agreement will be effective July 1, 1994, and will continue and remain in effect until July 1, 1996.

In witness whereof, the parties hereunto set their hands and seals this 27th day of September 1994.

FOR THE ASSOCIATION

FOR THE BOARD

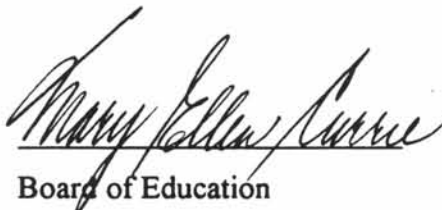

CIEA President


Roger T. LaBonte, Superintendent

Sept. 27, 1994
Date

Sept 27, 1994
Date


SCUBA President


Board of Education

Sept 27, 1994
Date

Sept. 27. 94
Date

APPENDIX A

<u>1994-95</u>		2.5% Increase over 1993-94 187 Days			
STEPS		BA	MA	MA+30	MA+60
0		26,090	27,223	27,673	28,123
1		27,632	28,998	29,448	29,898
2		29,176	30,778	31,228	31,678
3		30,714	32,563	33,013	33,463
4		32,403	34,510	34,960	35,410
5		33,955	36,307	36,757	37,207
6		35,503	38,090	38,540	38,990
7		37,224	40,068	40,518	40,968
8		38,773	41,867	42,317	42,767
9		40,325	43,666	44,116	44,566
10		42,080	45,677	46,127	46,577
11		44,889	47,492	47,942	48,392
12		—	50,754	51,204	51,654

<u>1995-96</u>		2.5% Increase over 1994-95 188 Days			
STEPS		BA	MA	MA+30	MA+60
0		26,742	27,904	28,354	28,804
1		28,323	29,723	30,173	30,623
2		29,905	31,547	31,997	32,447
3		31,482	33,377	33,827	34,277
4		33,213	35,373	35,823	36,273
5		34,804	37,215	37,665	38,115
6		36,391	39,042	39,492	39,942
7		38,155	41,070	41,520	41,970
8		39,742	42,914	43,364	43,814
9		41,333	44,758	45,208	45,658
10		43,132	46,819	47,269	47,719
11		46,011	48,679	49,129	49,579
12		—	52,023	52,473	52,923

The salary schedule is based on 187 working days (188 in 1995-96).

1. To be eligible for MA+60, the employee must be actively working toward a doctorate degree.
2. Two hundred dollars (\$200) above BA scale for 15 college hours completed since receiving an BA Degree for which there is a transcript on file.
3. One hundred fifty dollars (\$150) above scale for each 10 graduate hours above MA for which there is a transcript on file.
4. Employees hired prior to August 27, 1977, are eligible for (grandfathered):
 - A. Special education teachers with special education certificates teaching state reimbursed special education classes will receive a differential of \$220 per year.
 - B. Three hundred thirty dollars (\$330) above schedule for school social workers.
 - C. Six hundred sixty dollars (\$660) above schedule for school psychologists.

5. For employees hired after July 1, 1991, the semester hours of course work for the MA+30 and MA+60 scales must be completed subsequent to receipt of the degree appearing immediately to the left of the "+" symbol.
6. When a bargaining unit member believes that he/she has attained eligibility for the next higher salary column, he/she shall provide to the District a certified transcript verifying such academic attainment. It is the responsibility of the bargaining unit member to obtain verification from the respective academic institutions as a condition to placement on a new salary schedule column.
7. Salary adjustments for which verification is received after the beginning of a semester shall be made retroactive to the beginning of that semester only. For purposes of this section the beginning of the second semester shall be January 15.
8. All differentials are for 187 day contracts (188 days effective 1995-96) and shall be prorated in accordance with Article 9, Section A.2. for those employees on other than 187- day contracts (188 days 1995-96).
9. Beginning with salaries earned after July 1, 1975, the Board agrees to pay the 5% employee's contribution to the Michigan Public School Employees Retirement Fund.

LETTERS OF AGREEMENT

A. Calhoun ISD Board of Education

- and -

South Central Unified Bargaining Association/
Calhoun Intermediate Education Association

This Letter of Agreement is entered into this 27th day of September, 1994 between the Calhoun ISD Board of Education (CISD) and the South Central Unified Bargaining Association / Calhoun Intermediate Education Association, MEA/NEA (Association). The purpose of this Letter is to memorialize the understandings of CISD and the Association regarding creation and/or implementation of site-based decision making (SBDM) and school improvement activities (SIP) within CISD during the term of the 1994-96 collective bargaining agreement.

1. The parties recognize and endorse the concept of participatory management systems, joint planning, and joint problem solving on select issues with the objective of improving the quality and delivery of educational services. Additionally, it is recognized that incorporation of such activities into CISD programs will necessitate a varied approach depending upon the particular program involved and its characteristics.
2. The Board agrees to confer with the Association regarding both the implementation and impact of SBDM and SIP activities during the term of the 1994-96 collective bargaining agreement.
3. The Board and the Association also agree that SBDM/SIP decisions or activities shall not contravene the express provisions of their collective bargaining agreement. If 60% of the bargaining unit members in a particular program or facility desire to introduce changes which would otherwise be in conflict with a contractual provision, those bargaining unit members and/or the CISD administration may respectively make written requests to the Association and the CISD Board of Education for an exception or written waiver to the collective bargaining agreement. Any such waiver or exception shall be subject to ratification according to the respective procedures adopted by the CISD and the Association.
4. This Letter of Agreement expires July 1, 1996 and shall be subject to renegotiation at that time.


CALHOUN ISD BOARD OF EDUCATION

Sept 27, 1994


SCUBA / CIEA

Sept 27, 1994

B. Calhoun Intermediate School District

- and -

South Central Unified Bargaining Association/
Calhoun Intermediate Education Association

This Letter of Agreement is entered into this 27th day of September, 1994, between the Board of Education of the Calhoun Intermediate School District (CISD) and SCUBA/CIEA (Association).

A. The undersigned parties desire to memorialize the following agreements relative to programming at Starr Commonwealth Schools:

1. The activities to be conducted on Professional Development / Records days (as designated on the calendar for Starr Commonwealth) will be cooperatively determined by Starr Commonwealth administrative staff, CISD administrative staff and bargaining unit members assigned to Starr.

2. There will be a total of ten (10) discretionary days for the 1994-95 school year.

Teachers electing not to utilize all available discretionary days will notify the CISD Business Office by June 1, 1995, to request payment for actual number of days worked in the 1994-95 school year. Payment for difference between the actual number of discretionary days available and the number of discretionary days used will be remitted to the bargaining unit member by June 30, 1995. Continuation of this paragraph will be reviewed by the ISD and Association for the 1995-96 program year.

3. Effective with the commencement of the 1994-95 school year, the Alternative Education Teacher position (DSS Funded - 233 day position) will be excluded from the Association's Bargaining Unit.

B. This Letter of Agreement shall become effective upon execution by authorized representatives of the ISD and the Association.

C. This Letter of Agreement supersedes and replaces the Letters of Agreement signed by the Association and the Board on July 28, 1993; August 4, 1993; and October 26, 1993 respectively.

FOR THE BOARD

Robert DeBonte

Sept 27, 1994

DATE Mary Ellen Currie

Sept 27, 1994

DATE

FOR THE ASSOCIATION

Thomas E. Chubuk

Sept 27, 1994

DATE John C. ...

Sept 27, 1994

DATE

C. Letter of Understanding
May 22, 1986
Snow Days

The parties have entered into this Agreement based upon the mutual understanding that relevant provisions of the State School Aid Act of 1979, as amended by 1984 PA 239, and in particular Section 101 thereof, do not require the Intermediate School Districts to reschedule days of instruction lost to inclement weather, fires, epidemics, mechanical breakdowns or health conditions so that there will be a minimum of one hundred eighty (180) days of actual student instruction.

In the event there is a ruling which requires Intermediate Districts to make up such days during the life of this Agreement, the parties agree to meet to negotiate a new calendar in accordance with the provisions of Article 11, Section A of this Agreement.

Bargaining unit members will receive their regular pay for days which are canceled due to the above conditions but shall work on any such rescheduled days with no additional compensation.

D. Letter of Understanding
May 22, 1986

It is agreed that bargaining unit members who are asked to work additional time as Starr Commonwealth employees are under no obligation to accept such work. It is further agreed that refusal of any or all such work shall not be reflected on the bargaining unit member's evaluation.

CORRECTED 9-23-94

**CALHOUN INTERMEDIATE SCHOOL DISTRICT
CALENDAR - 1994-95**

1994

Jul 1 Fiscal Year Begins, Year-round Employees Begin Employment
 Jul 1-5 Independence Day Observance - 223 Day Employees
 Jul 4 Independence Day Observance - DKDC and CISD Office Closed
 Jul 6 Summer Term Begins - Starr Commonwealth
 Aug 19 Last Day - 230 Day Program - DKDC
 Aug 23 187 Day Employees Begin Employment
 Inservice - All Designated Staff Present
 Aug 26 Non-Work Day - 187 Day Staff
 Aug 29 First Day of School - DKDC Students
 Sep 1-6 Labor Day Observance - 223 Day Employees
 Sep 5 Labor Day - DKDC and CISD Office Closed
 Sep 12 School Term Ends - Starr Commonwealth
 Sep 13 Starr Professional Development/Records Day
 Sep 14 School Term Begins - Starr Commonwealth
 Oct 17 Common In-Service Day (Most Schools)
 Nov 3 DKDC Parent Conferences/In-Service (Students Half Day A.M.)
 Nov 4 DKDC Parent Conferences/In-Service (No Students)
 Nov 17 School Term Ends - Starr Commonwealth
 Nov 18 Starr Professional Development/Records Day
 Nov 21 School Term Begins - Starr Commonwealth
 Nov 23-28 Thanksgiving Day Observance - Starr Commonwealth
 Nov 24-25 Thanksgiving Day Observance - DKDC and CISD Office Closed
 Dec 21 **School Closes at End of Day - DKDC**
 Dec 22-30 Christmas Observance - DKDC
 Dec 22-30 Christmas Observance - Starr Commonwealth
 Dec 26-30 Christmas Observance - CISD Office Closed

1995

Jan 2-3 New Year's Observance - DKDC and CISD
 Jan 3 School Resumes - Starr Commonwealth
 Jan 3 CISD Office Open
 Jan 4 School Resumes - DKDC
 Jan 16 Winter Break - DKDC/187 Day Staff (Optional Make-Up Day)
 Jan 20 DKDC Records Day in P.M. (Students Half Day A.M.)
 Feb 3 DKDC Parent Conference/In-Service (Students Half Day A.M.)
 Feb 3 School Term Ends - Starr Commonwealth
 Feb 6 Starr Professional Development/Records Day
 Feb 7 School Term Begins - Starr Commonwealth
 Feb 20 Winter Break - DKDC/187 Day Staff (Optional Make-Up Day)
 Mar 16 DKDC Parent Conferences/In-Services (Students Half Day A.M.)
 Mar 17 DKDC Parent Conferences/In-Services (No Students)
 Apr 3-7 Spring Break - 187 Days Staff and DKDC
 Apr 6 School Term Ends - Starr Commonwealth
 Apr 7 Starr Professional Development/Records Day
 Apr 10 School Term Begins - Starr Commonwealth
 Apr 13-18 Spring Break - Starr Commonwealth
 Apr 14 Good Friday Observance - DKDC and CISD Office Closed
 May 25-30 Memorial Day Observance - Starr Commonwealth
 May 29 Memorial Day Observance - DKDC and CISD Closed
 Jun 8 Last Day for Pupils - DKDC/Regular School Year (180 Day)
 Jun 9 Last Day for 187 Day Contractual Employees
 Jun 12 Students and Staff in 230 Day DKDC Program Return to School
 Jun 23 School Term Ends - Starr Commonwealth
 Jun 26 Starr Commonwealth Professional Development/Records Day
 Jun 27 School Term Begins - Starr Commonwealth
 Jun 29-30 Independence Day Observance - Starr Commonwealth
 Jun 30 End of Fiscal Year/End of Contract Year for Year-Round Employees

DKDC AND 187 DAY STAFF

1994-95 F.Y. Calendar For 187 Staff

(\Calendar\CICAL95)

JULY							EA				Cum				JANUARY							EA				Cum												
S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days						
					1	2					1	H	H	4	5	6	7	3	3	86	81																	
3	4	5	6	7	8	9					8	9	10	11	12	13	14	5	5	91	86																	
10	11	12	13	14	15	16					15	16	17	18	19	20	21	4	4	95	90																	
17	18	19	20	21	22	23					22	23	24	25	26	27	28	5	5	100	95																	
24	25	26	27	28	29	30					29	30	31	2	2	102	97																					
AUGUST											FEBRUARY																											
S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days						
															1	2	3	3	3	105	100																	
1	2	3	4	5	6						5	6	7	8	9	10	11	5	5	110	105																	
7	8	9	10	11	12	13					12	13	14	15	16	17	18	5	5	115	110																	
14	15	16	17	18	19	20					19	20	21	22	23	24	25	4	4	119	114																	
21	22	23	24	25	26	27	3	0	3	0	26	27	28	2	2	121	116																					
28	29	30	31	3	3	6	3																															
SEPTEMBER											MARCH																											
S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days						
					1	2	2	2	8	5					1	2	3	3	3	124	119																	
4	H	6	7	8	9	10	4	4	12	9	5	6	7	8	9	10	11	5	5	129	124																	
11	12	13	14	15	16	17	5	5	17	14	12	13	14	15	16	17	18	5	4	134	128																	
18	19	20	21	22	23	24	5	5	22	19	19	20	21	22	23	24	25	5	5	139	133																	
25	26	27	28	29	30	5	5	27	24	26	27	28	29	30	31	5	5	144	138																			
OCTOBER											APRIL																											
S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days						
						1											1																					
2	3	4	5	6	7	8	5	5	32	29	2	3	4	5	6	7	8	4	4	148	142																	
9	10	11	12	13	14	15	5	5	37	34	9	10	11	12	13	H	15	5	5	153	147																	
16	17	18	19	20	21	22	5	4	42	38	16	17	18	19	20	21	22	5	5	158	152																	
23	24	25	26	27	28	29	5	5	47	43	23	24	25	26	27	28	29	5	5	158	152																	
30	31	1	1	48	44	30																																
NOVEMBER											MAY																											
S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days						
					1	2	4	3	52	47					1	2	3	5	5	163	157																	
4	7	8	9	10	11	12	5	5	57	52	7	8	9	10	11	12	13	5	5	168	162																	
13	14	15	16	17	18	19	5	5	62	57	14	15	16	17	18	19	20	5	5	173	167																	
20	21	22	23	H	H	26	3	3	65	60	21	22	23	24	25	26	27	5	5	178	172																	
27	28	29	30	3	3	68	63	28	H	30	31	2	2	180	174																							
DECEMBER											JUNE																											
S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days	S	M	T	W	T	F	S	Days	Days	Days	Days						
					1	2	2	2	70	65						1	2	3	2	2	182	176																
4	5	6	7	8	9	10	5	5	75	70	4	5	6	7	8	9	10	5	4	187	180																	
11	12	13	14	15	16	17	5	5	80	75	9	10	13	14	15	16	17																					
18	19	20	21	H	H	24	3	3	83	78	18	19	20	21	22	23	24																					
25	H	H	H	H	H	31					25	26	27	28	29	30																						

/ = DKDC Students A.M. Only - Staff Full Day
 O = DKDC - No Students
 H = Holiday; DKDC Closed
 ☐ = Winter Break (Optional Make-Up Day)

1st 6 Mo	+	2nd 6 Months	=	Total Program
Tchr/Staff Days	83	+	104	= 187
Student Days	78	+	102	= 180

STARR COMMONWEALTH - 223 DAYS

1994-95 F.Y. Calendar For 223 Staff

(\Calendar\starr95)

JULY						EA	Cum	Cum	JANUARY						EA	Cum	Cum		
S	M	T	W	T	F	Sta.	EA	Sta.	S	M	T	W	T	F	Sta.	EA	Sta.		
					P	2	0	0	1	2	3	4	5	6	7	5	5	118	114
3	P	P	6	7	8	9	3	3	8	9	10	11	12	13	14	5	5	123	119
10	11	12	13	14	15	16	5	5	15	16	17	18	19	20	21	5	5	128	124
17	18	19	20	21	22	23	5	5	22	23	24	25	26	27	28	5	5	133	129
24	25	26	27	28	29	30	5	5	29	30	31					2	2	135	131
AUGUST						EA	Cum	Cum	FEBRUARY						EA	Cum	Cum		
S	M	T	W	T	F	Sta.	EA	Sta.	S	M	T	W	T	F	Sta.	EA	Sta.		
							5	5	5						3	3	138	134	
1	2	3	4	5	6		5	5	12	13	14	15	16	17	18	5	4	143	138
7	8	9	10	11	12	13	5	5	19	20	21	22	23	24	25	5	5	148	143
14	15	16	17	18	19	20	5	5	26	27	28					5	5	153	148
21	22	23	24	25	26	27	5	4								2	2	155	150
28	29	30	31				3	3											
SEPTEMBER						EA	Cum	Cum	MARCH						EA	Cum	Cum		
S	M	T	W	T	F	Sta.	EA	Sta.	S	M	T	W	T	F	Sta.	EA	Sta.		
					P	3	0	0							3	3	158	153	
4	P	P	7	8	9	10	3	3	5	6	7	8	9	10	11	5	5	163	158
11	12	13	14	15	16	17	5	4	12	13	14	15	16	17	18	5	5	168	163
18	19	20	21	22	23	24	5	5	19	20	21	22	23	24	25	5	5	173	168
25	26	27	28	29	30		5	5	26	27	28	29	30	31		5	5	178	173
OCTOBER						EA	Cum	Cum	APRIL						EA	Cum	Cum		
S	M	T	W	T	F	Sta.	EA	Sta.	S	M	T	W	T	F	Sta.	EA	Sta.		
						1	5	5	2	3	4	5	6	7	8	5	4	183	177
2	3	4	5	6	7	8	5	5	9	10	11	12	P	P	15	3	3	186	180
9	10	11	12	13	14	15	5	5	16	P	P	19	20	21	22	3	3	189	183
16	17	18	19	20	21	22	5	4	23	24	25	26	27	28	29	5	5	194	188
23	24	25	26	27	28	29	5	5	30										
30	31						1	1											
NOVEMBER						EA	Cum	Cum	MAY						EA	Cum	Cum		
S	M	T	W	T	F	Sta.	EA	Sta.	S	M	T	W	T	F	Sta.	EA	Sta.		
						4	4	4							5	5	199	193	
4	7	8	9	10	11	12	5	5	7	8	9	10	11	12	13	5	5	204	198
13	14	15	16	17	18	19	5	4	14	15	16	17	18	19	20	5	5	209	203
20	21	22	P	P	P	26	2	2	21	22	23	24	P	P	27	3	3	212	206
27	P	29	30				2	2	28	P	P	31				1	1	213	207
DECEMBER						EA	Cum	Cum	JUNE						EA	Cum	Cum		
S	M	T	W	T	F	Sta.	EA	Sta.	S	M	T	W	T	F	Sta.	EA	Sta.		
						2	2	100							1	2	2	215	209
4	5	6	7	8	9	10	5	5	4	5	6	7	8	9	10	5	5	220	214
11	12	13	14	15	16	17	5	5	9	10	13	14	15	16	17	5	5	225	219
18	19	20	21	P	P	24	3	3	18	19	20	21	22	23	24	5	5	230	224
25	P	P	P	P	P	31	0	0	25	26	27	28	P	P		3	2	233	226

☐ = Inservice Day - No Students
 O = Professional Development/Records Day
 P = Pass - No Staff/Students

1st 6 Mo + 2nd 6 Months = Total Program

Tchr/Staff Days 113 + 120 = 233 Possible Work Days
 Student Days 109 + 117 = 226 Student Contact Days

233 Possible Work Days
 (10) Less 10 Discretionary Days
 =====
 223 1994-95 Contract Days

