

**PROFESSIONAL
AGREEMENT**

BETWEEN

**THE CHARLEVOIX-EMMET INTERMEDIATE
SCHOOL DISTRICT**

AND THE

**CHARLEVOIX-EMMET INTERMEDIATE
EDUCATION ASSOCIATION**

**September 1, 2010
to
August 31, 2015**

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WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Charlevoix-Emmet Intermediate School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulation of educational practices and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

THEREFORE, the parties have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE I
RECOGNITION

- A. The Board of the Charlevoix-Emmet Intermediate School District recognizes the Charlevoix-Emmet Intermediate Education Association as the exclusive bargaining agent for all personnel, regularly employed, certified, and/or approved by the State Department of Education, and/or considered to be a professional employee in a position requiring a minimum of a Bachelors degree or its equivalent. Exceptions are the Superintendent and other administrative personnel unless providing direct service to students or consultative services to teachers. In addition, it is agreed that the following non-student contact positions are exceptions to this clause: 1) Early Childhood Coordinator 2) Public Relations/Marketing Coordinator 3) Instructional Assessment Coordinator.
- B. The term “professional instructional employee” when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- C. The Board agrees not to negotiate with any professional instructional employees or professional instructional employees’ organization other than the Charlevoix-Emmet Intermediate Education Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual professional instructional employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, however, the Association Chairperson shall be notified of any grievance filed by an individual professional instructional employee.
- D. Nothing contained herein shall be construed to deny or restrict any professional instructional employee rights he/she may have under the Michigan General School Laws or Teacher Tenure Act.
- E. Nothing contained herein shall prevent the Board from modifying, revising, combining, or eliminating any position of employment in this article pursuant to the conditions of this Agreement.
- F. Any new position created during the life of this Agreement will be added to the unit providing it fits the description of “professional instructional employee” as used in this Agreement.

ARTICLE II
BOARD RIGHTS

- A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of professional instructional employees and other employees, during the working day.

2. To hire all employees and, subject to provision of law and this Agreement, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- B. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement. This subsection shall not be interpreted as a waiver of any of the rights of the Association under the law.
 - C. The listing of specific management rights in this Agreement, is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE III

ASSOCIATION AND PROFESSIONAL INSTRUCTIONAL EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any professional instructional employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against Association members with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiating with the Board of their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board agrees to furnish the Association available information concerning the financial resources of the District.
- C. Employees shall be entitled to full rights of citizenship and no religious, race, or political activities of any professional instructional employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such professional instructional employee, provided that a professional instructional employee shall not seek to advance racial, political or religious views during the prescribed hours when on professional duty.

ARTICLE IV

FINANCIAL RESPONSIBILITY

- A. On or before the 30th day of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of the Association, and the equivalent amount payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations

Act, except as subject to Sections C and D of this Article. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paychecks of each professional instructional employee who has executed an individual contract of employment, and promptly pay such amount over to the Association or its delegees. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.

- B. The parties agree that every professional instructional employee suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 569 of the School Code and that every such contract shall contain the following: “This contract (see Appendix 4 and 5) is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representatives of professional instructional employees employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this contract, you agree to be bound by all such terms, including wage deduction provisions thereof.”
- C. Those professional instructional employees who made application and/or were members during the 1982-83 school year shall remain members or pay a service fee not to exceed the dues of the Charlevoix-Emmet Intermediate Education Association to the extent permitted by law. And, further, that any employees who hereinafter join the Association or new members employed by the District shall be bound by this Section. Those professional instructional employees who were not members of the Association during the 1982-83 school year are not bound by this Section.
- D. In the event that the employee shall not pay a service fee directly to the Association or authorize payment through payroll deduction, the Association may take any necessary action to require the employee to pay such service fee and dues. The District shall be held harmless from action initiated by the Association or its representatives or agents or employees and shall not incur any obligation as a result of such action.

ARTICLE V

PROFESSIONAL LEAVE

- A. At the beginning of each school year a professional instructional employee shall be credited with thirty (30) days leave which may be used as follows:
 - 1. The personal illness or disability of the professional instructional employee, the personal illness of an immediate family member of a professional instructional employee, or for maternity or child care purposes as a result of a pregnancy for which the Superintendent may request the statement of a physician.
 - 2. Personal business with the prior approval of the Superintendent.
 - 3. Leave because of death of a family member or of a person of importance to the Association member.

4. Each professional instructional employee shall be granted two visitation days each year for the purpose of enriching professional capabilities. Visitation days shall be approved by the appropriate administrators prior to making such arrangements.
5. Up to thirty days per pregnancy can be used for maternity/child care purposes unless more time is necessary for medical reasons. In such cases, sick days shall be used in the same way as for any other illness.

B. Long Term Disability

1. A professional instructional employee who becomes disabled will be eligible for Long Term Disability once sick leave has expired. Retirement credit will be paid on that portion of LTD benefits, self-funded by the District for the remainder of the school year in which the disability occurs.
2. Individuals with five or more years experience with the Intermediate School District will begin to accumulate sick leave in addition to 30 days. Such credit shall be given retroactive to the first day of employment. Accumulation will begin in year six of employment and will be credited at five days per year. For example: In years one through five, each professional instructional employee shall have thirty credited days. In year six, the number would increase to 35 and in year seven 40. Five days would be added for each succeeding year. After 30 years with the District, the maximum number of sick days would be 155. Days of sick leave in excess of thirty taken in any year would reduce the total accumulated number of sick days.

C. A professional development fund will be established for each professional instructional employee with an annual amount of \$600 per year. Uses could include but not limited to:

- Professional dues with the exception of union dues
- Licensing or certification fees
- Professional journals
- Professional materials
- Conference expenses

These funds are not intended to be used for items that would typically be purchased from a supply budget. Individuals must obtain prior approval for expenditures from this fund.

With prior approval of the Superintendent, to determine the appropriateness, professional employees shall be allowed up to six (6) days annually for conference attendance. The number of days may be extended at the discretion of the Superintendent.

If the financial condition of the District requires a layoff of personnel, the amount placed in individual professional development funds may be reduced. The amount placed in the conference fund may be increased following an annual review by the Board.

Professional instructional employees will be required to justify incurred expenses with receipts of payment as needed for annual audits. The amount for part-time employees will be the percentage of

time worked times the annual amount per full-time employee budgeted. All expenses in excess of the amount budgeted will be the responsibility of the individual employee.

Unused allocations may accumulate for up to three years to be added to the current year per individual professional instructional employee. A first in-first-out accounting method will be used to determine amounts in individual conference funds.

- D. The Board agrees to reimburse with the approval of the Superintendent any professional instructional employee who enrolls in a course related to his/her instructional objectives under the following conditions:
1. The professional instructional employee must have completed eighteen (18) semester hours beyond Bachelor level toward continuing certification, if applicable, for the position.
 2. Reimbursement for tuition and required test or texts will be given upon completion of the course.
- E. The Board shall grant to any professional instructional employee a leave of absence, without pay, for child care, medical emergencies, and other unforeseen circumstances. The following conditions apply:
1. The professional instructional employee must notify the Superintendent, in writing, sixty days prior to beginning of the leave. The sixty day notification may be waived by the Superintendent in case of an emergency.
 2. The leave shall be granted for a period of not to exceed the remainder of the school year and may be renewed at the discretion of the Superintendent.
 3. Should a replacement be needed, termination of the leave shall be at the written request of the professional instructional employee sixty days prior to return.
 4. Insurance benefits will be continued at the Board's expense for a period of one calendar month each sixty school days worked during the school year. This benefit is non-cumulative from year to year. After that, insurance options may be paid by the professional instructional employee for the remainder of the leave at the professional instructional employee's option. The professional instructional employee shall be notified prior to the discontinuation of benefits in the event that the professional instructional employee's eligibility for benefits paid by the Board has expired.
 5. In the case of the disability of a member, the Board agrees to provide insurance benefits for the remainder of the contract year. Benefits may be extended by the Board beyond this period. For purposes of this Article, the contract year ending and beginning dates are defined as September 1 through August 31.
 6. The professional instructional employee upon returning to the staff will be placed at the next one half step on the salary schedule providing 90 school days of prior service have been completed during the school year. The Board, at the recommendation of the Superintendent, may grant an additional one-half year credit on the salary schedule for days completed in addition to 90 days. A professional instructional employee returning from leave under this Article shall be placed in a professional position substantially the same as he/she occupied prior to such leave.

7. Where possible, a pre-service training period should be arranged for the substitute employee to help assure a continuity of service.
- F. At the recommendation of the Superintendent, the Board may grant a leave of absence for advanced professional study at an accredited college or university. Such leaves shall be contingent upon obtaining the services of an acceptable, qualified replacement for a vacated position as determined by the Superintendent, and shall be limited to one (1) in any school year. No professional instructional employee shall be granted more than one such leave. During the leave, the professional instructional employee shall receive a health insurance package but no salary. Upon the satisfactory completion of the advanced study, the professional instructional employee will be restored to a professional position with the District. Reimbursement for tuition and required texts and tests incurred during the leave will be provided to the professional instructional employee following the first regular Board meeting in September, dependent upon the professional instructional employee signing a contract with the District for a one (1) year period. Following the leave, the professional instructional employee shall be placed on the next higher step on the salary schedule, if applicable. Individuals returning from a leave may be eligible to purchase retirement credit as explained in the guidelines of the Michigan Public School Employees Retirement System.
- G. Professional instructional employees who are called for jury duty or to appear as a witness in court will continue to receive pay as if they were on regular duty during the time of service. If the employee receives a fee, the amount of the fee shall be deducted from the regular pay.
- H. A military leave of absence shall be granted to any professional instructional employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such a leave, employees shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period. Any professional instructional employee who has completed military service with an honorable discharge prior to employment in the District shall be credited one step on the salary schedule for each year of active service up to a maximum of two (2) years.
- I. The employer shall grant the Association ten (10) leave days for the use of its representatives to conduct Association business or participate in Association activities. It is understood that the Association shall reimburse the District for the cost of substitutes, if necessary, for the day(s) so taken. The Association shall give the Superintendent or his/her designee forty-eight (48) hours notice before using such leave.

ARTICLE VI
TEACHING CONDITIONS

The parties recognize the optimum school facilities for both student and professional instructional employee are desirable to insure the highest quality of education which is the goal of both the Board and the Association. It is also acknowledged that the primary duty and responsibility of the professional instructional employee is to instruct and that the organization of the services and the school day is directed toward insuring that the energy of the professional instructional employee is primarily utilized to this end.

- A. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance reflect adversely upon education and create undesirable conditions. Alleged breaches of discipline or violation of the code of Ethics and the Education Profession shall be promptly reported to the offending professional instructional employee and the Association.
- B. Schools not providing adequate facilities when so determined by the Director of Special Education, Superintendent of the local school district and the professional instructional employee involved shall be requested to provide alternative methods of the delivery of services.
- C. The professional instructional employee shall notify the immediate supervisor and an I.E.P.T. shall be called when persistence of misbehavior or other disruptive effects makes continued services hazardous to other students, the professional instructional employee, and/or program support personnel.
- D. Professional instructional employees shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. Professional instructional employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- F. A special meeting may be called by mutual agreement of professional instructional employees and the administration.
- G. Professional instructional employees will be reimbursed for damage to personal property incurred during the performance of duties. Such damage must be shown to be more than the wear and tear, soiling, or breakage that would routinely be expected, or resulting from personal negligence.
- H. No material shall be placed in the professional instructional employee's personnel file without him/her being informed of same. No disciplinary action may be acted upon until the professional instructional employee has been given full particulars including the identity of the complainant(s) and has had an opportunity to receive counsel from his/her Association representative.

If the professional instructional employee disagrees he/she shall have ten (10) days to file a written rebuttal or explanation to material in his/her file. If any material in the file is found to be inaccurate

or in error based on mutual agreement, such material shall be either corrected or expunged, whichever is appropriate.

- I. In the event that a Freedom of Information Act (FOIA) request is made for information contained in a professional instructional employee's file or for individual records, the employee shall be promptly informed of such request. The Board shall take up to the maximum time allowed under the law to respond to such a request in order to allow the professional educational employee the time to access his/her personnel file and rights under the law. If any material in the file is found to be inaccurate or in error based on mutual agreement, such material shall be either corrected or expunged, whichever is appropriate prior to release.
- J. All professional instructional employees shall be provided with copies of general procedures regarding universal health precautions; handling and disposal of blood borne pathogens; and administering, handling and disposal of medications among other policies as they are included in the professional instructional employee handbook. Professional instructional employees shall be promptly notified when changes or updates to these policies are approved.
- K. Appropriate in-service shall be provided to all affected professional instructional employees when a student with special medical needs requires it.

ARTICLE VII

LAYOFF AND RECALL

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to effectuate reductions in personnel attributable to program reduction or elimination, declining enrollment, declining funding, impacting Federal or State Law rule changes or interpretations, or other conditions which the Board determines to necessitate a reduction in personnel. The Board of Education may implement staff reductions upon sixty (60) calendar days written notice to the affected employee(s). The sixty (60) calendar day notice shall not apply to professional instructional employees working in the summer on extended school year programs. Regarding the summer school program only, the Board will provide at least ten (10) calendar days notice of layoff to affected professional instructional employees. In no event will a professional instructional employee be laid off from a summer program after August 1st.
- B. "Seniority" shall be defined as years of uninterrupted service in the bargaining unit with the District, beginning with the first day of contracted service except where the interruption is caused by a leave of absence or a layoff during which time seniority will be retained but will not accumulate. A year's seniority shall be defined as the number of work days stated in the Master Agreement, or, if employed by the first day of the District calendar, the number of days required to accrue one year service credit from MSPERS. Fewer days will be prorated. Professional instructional employees promoted to positions outside the bargaining unit shall have their accumulated seniority frozen, as of the time of

transfer to the non-bargaining unit position. Seniority accumulated may be utilized for returning to the bargaining unit, if necessary through displacement of a less senior certified bargaining unit member.

C. By the end of the first semester of each school year, the Board will provide the Association and each bargaining unit member with an up-to-date seniority list of all personnel possessing seniority under this Agreement. If a professional instructional employee believes the list to be inaccurate, he/she shall have thirty (30) calendar days from the date of distribution of the seniority list to make written objection to the Board and the Association. If no written objection is received, the published list will be regarded as conclusively accurate for that year. Prior to any affirmed layoff or abolition of position an update will be presented to the Association. If no written objection is received within ten (10) days, the published list will be regarded as conclusively accurate.

D. "Certified" shall be defined as holding all certificates, endorsements, licenses and/or approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the professional instructional employee's responsibility to file such certificates, endorsements, licenses, and/or approvals with the Board. "Certified" shall also include position specifications issued by governmental authority in connection with receipt of full categorical, membership or grant funding for a particular program operated by the Board. The certification status of a professional instructional employee on file with the School District shall be considered conclusive for all purposes under this Agreement.

The professional instructional 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 professional instructional 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.

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

F. Layoffs shall be implemented in the following order:

1. Non-certified staff in the specific position being reduced or eliminated shall be laid off first on the basis of seniority, provided that there are more senior certified bargaining unit members remaining to perform the remaining work.

2. If reduction is still necessary, then probationary professional instructional employees shall be laid off on the basis of certification and qualification, provided that there are certified bargaining unit members remaining to perform the remaining work.

3. If reduction is still necessary then professional instructional employees in the specific positions being reduced or eliminated (e.g. Speech Therapists, Teacher Consultants, etc.) shall be laid off in accordance with seniority, and certification, providing that previous evaluations have been satisfactory.

In the event of equal seniority, certification and qualification, the following shall be the determining factors: background and attainments, experience, ability, attitude, past performance, attendance, interest, capabilities, and evaluations.

4. Senior professional instructional employees whose positions have been eliminated shall have the right to displace the least senior bargaining unit member occupying a position which the displaced professional instructional employee is certified to hold. Should there be no such individual, the displaced professional instructional employee shall be placed on layoff status.

G. Professional instructional employees shall be recalled in inverse order of lay-off for new position openings for which they are certified in accordance with the procedures specified in this Article.

1. All recall is to be by certified mail to the professional instructional employee's address of record. It is the responsibility of the professional instructional employee to insure that the Board has a current address of record.

The professional instructional employee shall have ten (10) working days to respond to any recall offer from the date of receipt of the offer. Bargain unit members may refuse recall to a position which is not at least equal in hours to the position held prior to layoff and remain eligible for recall.

2. A bargaining unit member, not including probationary professional instructional employees, is allowed the option to decline recall one time while under a conflicting employment contract with another Michigan K-12 or Intermediate School District. However, not later than April 1 of the school year in which recall is declined under this provision the bargaining unit member shall either submit a written resignation for acceptance by the Board -or- shall file a written statement with the Board confirming his/her intent to return to active service with the Board if offered a position for the ensuing school year. Failure to comply with the provisions of this paragraph shall result in loss of seniority and re-employment rights.

A bargaining unit member, not including probationary professional instructional employees, who can obtain a release (without penalty) from a conflicting employment contract with another Michigan K-12 or Intermediate District shall not be eligible to decline recall under the above provision. This portion of the provision may be waived at discretion of the Superintendent.

3. Bargaining unit members with date of hire after July 1, 1994, if on layoff, will remain on the recall list for a period not to exceed five years from their effective date of layoff. At the expiration of the recall period, all rights to re-employment are automatically lost.

- H. It is the goal of the District to work with professional instructional employees to avoid potential layoffs. The District will make every effort to insure that members of the Bargaining Unit will be continued in employment. This goal is most effectively accomplished through long term planning for the delivery of services. The District will invite involvement of staff representatives to serve on educational planning and advisory groups and will provide incentives for retraining and the update of skills.
- I. In the event of a potential layoff, not directly related to a reduction of funding for the ISD, a mutually agreed upon sabbatical may be granted at one-half salary and an insurance package for up to one year. To qualify for paid sabbatical leave the professional instructional employee shall have demonstrated his/her willingness to avail themselves of training opportunities mutually agreed upon by the Board and the professional instructional employee. Approval of such leave request will be at the discretion of the Superintendent.
- J. Existing insurance benefits will be continued at the Board's expense for a period of one calendar month each sixty school days worked during the school year. This benefit is non-cumulative from year to year.

ARTICLE VIII

VACANCIES AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional instructional employees. Requests by a professional instructional employee for transfer to a different class or position shall be made in writing.
- B. The Board declares its support of the concept of filling vacancies including vacancies in supervisory positions, from within its own staff, whenever feasible.
- C. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this Article is created.
- D. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service, and other relevant factors.
- E. Special talents or expertise needed for the implementation of a new program, but not found in/within the District staff, should be sought through retraining of existing staff, whenever possible.
- F. Whenever a new position or a vacancy as defined in this article arises, the administration shall post the position so present staff members may apply for the opening. The chairperson of the Association shall be notified by mail and e-mail and a general notice will be made on voice mail. A job description and qualifications for the position shall be posted on the district's website and on bulletin boards at the Char-Em Charlevoix Office, Taylor School, And Orion School buildings. These vacancies shall be posted for a minimum of ten (10) working days.

During summer vacations or other periods of extended absence, professional instructional employees wishing to be notified of vacancies shall leave their address with the Superintendent. The Superintendent's office will notify the professional instructional employee of vacancies. In vacancies occurring caused by a professional instructional employee terminating employment after August 1, a member of the Executive Board of the Association will be contacted and the ten (10) day notification period will be waived. Individuals who have requested to be notified of summer vacancies will be notified through US mail.

ARTICLE IX

SUBCONTRACTING

- A. The duties of any professional instructional employee or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement.
- B. The Employer agrees that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available or have refused to do the work as assigned. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.
- C. The Employer shall give professional instructional employees preference for work they have customarily performed. In accordance therewith, the Employer will not subcontract work unless (a) the skills and equipment needed to perform the work, specified are unavailable in the school system or cannot be obtained in a reasonable time or (b) the schedule for such work cannot be met with the equipment or skills available for such work.

ARTICLE X

PROFESSIONAL INSTRUCTIONAL EMPLOYEE EVALUATION

The Board and the Association recognize the need for evaluation and that the procedure for evaluation of professional instructional employees shall be established by the joint effort of the Association and the Superintendent. The purpose of professional evaluation is to provide an environment that encourages constructive communication and promotes a continuing process of professional improvement striving for excellence. Evaluation procedures will include:

- A. The guidelines established by the State Tenure Commission and MCL 380.1249 shall be followed.
- B. Formal observations will occur with the prior knowledge of the professional instructional employee who will also be notified of the observer.
- C. Video devices will only be utilized for formal observations with the knowledge of the professional instructional employee.

- D. A written report of observations will be provided to the professional instructional employee within ten (10) working days of the observation. This report will become part of the year end performance evaluation.
- E. A summation of local districts staff and administrative input as to the professional instructional employee's performance may be prepared by Administration and discussed with the Professional Instructional Employee. A written response may be made by the professional instructional employee if desired and attached. Copies shall be provided to the professional instructional employee and placed in the professional instructional employee's personnel file.
- F. Mutual discussion of any observation and the year end performance evaluation between observer and professional instructional employee.
- G. A professional instructional employee may provide a written response if desired.
- H. Copies of any observation reports and the year end performance evaluation will be placed in the professional instructional employee's personnel file.
- I. Upon entrance into the District, those professional instructional employees who do not have an immediate supervisor designated shall be assigned an "advisor." This advisor shall have continuing contract status and a minimum of three (3) years successful experience in the same or a closely related discipline. The advisor shall be selected by the Administration based upon training and experience. It shall be the duty of the advisor to assist and counsel the probationary professional instructional employee and to acclimate the new professional instructional employee to the profession and the District. The advisor will function as a resource person and will not be involved in any evaluation process of the probationary professional instructional employee. The advisor shall assist the probationary professional instructional employee until the professional instructional employee is granted tenure and shall receive no additional reimbursement for functioning in this capacity.
- J. The Supervisor shall schedule, upon the recommendation of the professional instructional employee, up to three (3) hours per month to provide inservice training for aides or para-professionals assigned to the professional instructional employee's program. Such training is to take place in the absence of the children. The scheduling shall not conflict with other inservice training.

ARTICLE XI

PROGRESSIVE DISCIPLINE POLICY

A. Definitions:

Progressive discipline is that action taken by the Board or its representative against a professional instructional employee for acts or omissions which shall include, but not to be limited to, those acts or omissions described in Grounds for Misconduct listed below. No professional instructional employee on tenure or continuing contract shall be disciplined or discharged without just and reasonable cause.

B. Grounds for Misconduct:

The following acts or omissions by any professional instructional employee of this school district individually or in concern with any other person or persons, shall constitute misconduct and shall be just cause for progressive discipline.

1. Conduct which violates any established rules, regulations, policies or directives of the Board.
2. Conduct which violates any provision of this collective bargaining agreement between the Board and the professional instructional employees' union.
3. Conduct which violates the criminal law of this state or of the United States.
4. Conduct that is prejudicial to the proper administration of the duties and obligations imposed on the school district by the laws of this state.
5. Conduct that exposes the school district or educational profession to contempt, censure, ridicule, or reproach.
6. Conduct that is contrary to common established standards of justice, ethics, honesty, or good morals.
7. Insubordination.
8. Excessive tardiness.
9. Excessive absenteeism.

C. Persons Qualified to Issue or Implement Progressive Discipline:

The School Board, the Superintendent, or an administrator with supervisory responsibility over a professional instructional employee, may issue or initiate progressive discipline to such professional instructional employee.

D. Forms of Progressive Discipline:

Misconduct may be grounds for applying the following progressive discipline measures:

- | | |
|---------------------------------------|---------------------------|
| 1. Oral warning | 4. Suspension with pay |
| 2. Written reprimand | 5. Suspension without pay |
| 3. Conference with the Superintendent | 6. Demotion |
| | 7. Discharge |

A more complete explanation of terms and procedures included in this summary is available in the Superintendent's Office.

E. Discharge:

Any professional instructional employee discharged under this provision shall forfeit all rights to fringe benefits.

ARTICLE XII

GRIEVANCE PROCEDURE

- A. A claim by a professional instructional employee or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement or any issues dealing with terms or conditions of employment may be processed as a grievance, except as excluded in other provisions of this Contract.

- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant.
- C. Professional instructional employees who believe that they have been wronged by violation of this Agreement shall report the alleged grievance to their immediate supervisor within ten (10) school days. At their discretion the grievants may ask that a member of the Association accompany them to the informal meeting. If as a result of an informal discussion with the supervisor a grievance still exists, within ten (10) school days the professional instructional employee may invoke the formal grievance procedure included herein by submitting to their immediate supervisor the Grievance Report form as included in Appendix 3.
- A copy of the Grievance shall be transmitted to the President of the Association and to the Chairperson of the Grievance Committee.
- D. Within ten (10) school days of receipt of the grievance, the immediate supervisor shall meet with the representative regarding the grievance and shall indicate the disposition of the grievance in writing within ten (10) school days and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) school days of such meeting (or ten '10' school days from date of filing, whichever shall be later) the grievance shall be transmitted to the Intermediate School Superintendent. Within ten (10) school days the Superintendent shall meet with the representative of the Association on the grievance and shall indicate the disposition of the grievance and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) school days of such meeting (or ten '10' days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board. The Board, no later than its next regular meeting or ten (10) calendar days, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than ten (10) school days thereafter. A copy of such disposition shall then be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the ten (10) school days provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- H. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the professional instructional employee's individual contract term of employment or as soon as possible thereafter.
- J. If individual professional instructional employees have personal complaints which they desire to discuss with their immediate supervisor or the Intermediate School Superintendent, they are free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the professional instructional employees shall be the sole responsibility of the Association.

ARTICLE XIII

PROFESSIONAL COMPENSATION

- A. The salaries of professional instructional employees covered by the Agreement are set forth in the salary schedule which is incorporated into this Agreement (see Appendix 1 and 1A).
The Association and the Board mutually agree that meeting the needs of the constituent school districts within the ISD is a priority function of the ISD. A current ISD need that has been identified is traditional Alternative Education. Due to potential limitations in funding for this program, a modified salary schedule has been developed for classroom professional instructional employees in this program. (see Appendix 1A) These Alternative Education classroom professional instructional employees are members of the bargaining unit and all other rights and benefits accorded members of the Association by this Agreement will be guaranteed to these classroom professional instructional employees.
It is understood that existing programs and services employing Association members, or expansion or duplication of such programs and services will not be considered Alternative Education programs under this subsection.
- B. The Employer shall provide a package of benefits as determined by the Association for a full twelve-month period from September 1 through August 31 for each professional instructional employee and his/her eligible dependents.
 - 1. For the 2010-2011 school year, the Employer will pay the entire cost of health insurance which will be supplied by Blue Cross Blue Shield PPO1 (Community Blue) with a \$10/20 Prescription Drug Card, and with MH and adult immunization riders. The Board shall reimburse prescriptions to \$5/10 (depending on use of generic drugs) upon presentation of proof in the form of insurance worksheets or pharmacy receipts that the charge has occurred. Such documentation may have

information of a personal nature redacted at the member's discretion but shall clearly show the date of service and the co-pay charge incurred. This package currently contains full family health, dental and VSP III Platinum vision coverage, as well as long-term disability and life insurance for the professional instructional employee.

2. For the 2010-2011 through the 2014-2015 school years, the board shall pay the entire cost of the above plan. However, the 2009-2010 amount for individuals needing health insurance under the plan established above, shall be increased each of these years by the larger of either the CPI-M or the total percentage increase of taxable values for Charlevoix-Emmet Intermediate School District as reported at the end of May by each county. This amount will be called the "adjusted amount" for the Board's contribution. The resulting increased dollar amounts multiplied by the current census, shall be used to establish the base for insurance premium payment by the Board at the beginning of the 2016-2017 school year.
3. Once the dollar limits for the plan year and the insurance rates have been announced, the Association has the ability to modify benefits based on dollar constraints and will determine the makeup of the insurance benefit package including carrier and level of benefits. If the cost of benefits is less than the dollar limits, surplus dollars shall be placed in escrow and, at the option of the Association, may be used to maintain future year benefit levels, or may be placed in individual professional development fund accounts. The Association may choose to continue with the present insurance carrier, but the cost of this coverage in excess of the dollar limits in addition to dollar amounts placed in escrow would be the responsibility of the individual professional instructional employee through salary deduction.
If the Association is unable to develop a health insurance benefit package consistent with the dollar constraints listed above, the Master Contract will be opened to select an alternative carrier. The goal of such negotiations would be to provide a fully paid health insurance package that is mutually agreed upon and is consistent with the financial guidelines.
4. The Executive Board of the Association shall have the responsibility to determine plan package and benefit levels and shall notify the Employer by June 1 prior to the benefit year. In the event that rates are unavailable by that date, it is agreed that the Association and the Employer will work to insure continuity of coverage.
5. For individuals not requiring health insurance, because of being covered on another policy, the per person amount shall be \$757.21 monthly for 2010-11. This amount shall increase annually at the rate of 50% of the larger of either the CPI-M or the total percentage increase of taxable values for Charlevoix-Emmet Intermediate School District as reported at the end of May by each county. This package provides long-term disability and life insurance coverage. Options are available that allow the individual to select any combination of vision and/or dental insurance, if needed. Remaining dollars may be placed monthly in one of the tax deferred annuity plans available to employees through payroll deduction.

6. For individuals employed part-time, these benefits will be prorated, based on a seven hour day, 35 hour week, and 190 day schedule. The individual may choose to pay, from personal funds, the unfunded portion of the insurance package.
- C. The School Board shall provide individual liability and malpractice insurance protection for professional instructional employees. Such insurance shall protect professional instructional employees from suits or other legal action arising out of the execution of their duties as Intermediate professional instructional employees up to the maximum of the policy to cover the Board and employees.
- D. All contractual permanent professional instructional employees will be eligible for benefits on a pro-rated basis.
- E. In the event of each involuntary transfer the professional instructional employee shall be compensated a one-time moving expense of \$500 if the transfer is to a location which is twenty-five miles or more, one way, from building to building.
- F. Staff members required in the course of their work to drive personal automobiles to fulfill Intermediate School District services shall receive the Internal Revenue Service mileage rate in effect including increases, decreases and retroactive adjustment (see Appendix 2).
- G. An Employer paid contributory annuity in the amount of one and eight tenths percent (1.8%) of an professional instructional employee's gross contractual salary will be paid into an existing and approved ISD annuity of the professional instructional employee's choice, provided that the professional instructional employee has contributed at least one percent (1%) him/herself into that plan. If a professional instructional employee contributes in excess of one percent (1%) to the plan, the employer will contribute up to one additional percent (1%) provided that the professional instructional employee has contributed at least that amount him/herself into that plan. The total employer paid matching contribution shall not exceed two and eight tenths percent (2.8%).
The Employer shall contribute to the plan in the last pay period of the fiscal year.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.
- B. This Agreement shall supersede any rule, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provisions of this Agreement or any application of the Agreement of any employee or groups of employees shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- D. Procedures for the make up of “Act of God” days are covered in the personnel handbook. It is the intent of the parties to develop a procedure compatible with our local districts as nearly as possible.
- E. The Board and the Association agree that part time positions may be of mutual advantage to both parties. Individuals may submit a request that part time or job sharing be considered. Terms and conditions of part time positions will be consistent with the Master Agreement unless mutually agreed by the Board and Association. Such part time positions shall be for a specified period of time which may be extended only by the mutual agreement of the affected professional instructional employee and the Board. The request would be made in writing to the immediate supervisor or the Superintendent.
- F. The Early Retirement Incentive (ERI) and Universal Buy-in Credit: Eligibility--
1. Professional instructional employees with a minimum of 12 years employment with Char-Em Intermediate School District, and who can document at least 25 years of credited service through the State Retirement System, and prior to July 1, 2013 provide notice to the Superintendent to retire are eligible for the incentive as described in the 2007 – 2010 collective bargaining agreement.
 2. Professional instructional employees with a minimum of 12 years employment with Char-Em Intermediate School District, and who can document at least 25 years of credited service through the State Retirement System, and who between July 1, 2013 and March 1, 2016 provide notice to the Superintendent to retire are eligible for this incentive:
 3. Professional instructional employees, who qualify as outlined in #2 above, will receive the following allowance as a one-time payment for early retirement. This one-time lump sum allowance as outlined below is based on the step 5 of the individual’s applicable salary lane at the time of retirement (or step 1 BS teacher salary if Basic).

• 25 yrs of service (or 1st year of eligibility if Basic)	100%
• 26 yrs of service (or 2nd year of eligibility if Basic)	80%
• 27 yrs of service	60%
• 28 yrs of service	40%
• 29 yrs of service	20%
 4. Professional instructional employees, who are not Basic and who qualify as outlined above, will additionally receive a payment as follows for each unused sick leave day.

• 25 yrs of service	\$125
• 26 yrs of service	\$100
• 27 yrs of service	\$75
• 28 yrs of service	\$50
• 29 yrs of service	\$25
 5. Professional instructional employees belonging to the Basic system will receive a payment of \$50 for each unused sick leave day.

6. This one time payment will be calculated upon the number of days in the professional instructional employee's individual sick leave account at the time of retirement.
7. This retirement incentive is limited to an average of four bargaining unit members per year, with a total of twelve requests honored for the duration of this contract. Requests beyond this number may be honored at the discretion of the Superintendent based upon the financial condition of the Intermediate School District. Professional instructional employees wishing to take advantage of this early retirement incentive shall notify the Superintendent in writing by March 1st of the school year prior to his/her planned retirement date. For example, if a professional instructional employee wishes to retire at the close of the 2011-2012 school year, notification would be necessary by March 1, 2011. Professional instructional employees wishing to take advantage of this early retirement incentive prior to the end of the 2010-2011 school year shall notify the Superintendent prior to July 1, 2010. These notification timelines may be waived at the discretion of the Superintendent.
8. The determination factor for a professional instructional employee to be included as one of the Association members approved for this incentive will be the date of request for this incentive. Ties will be settled by granting this incentive to whomever has the most seniority within the bargaining unit at the Intermediate School District. Applications for this credit will only be honored for those submitted applications within the duration of this contract.

Implementation:

1. The payment to the individual of the ERI, excluding any tax liability, shall be done prior to the professional instructional employee actually retiring, but after verification that the individual has made application to the Michigan Public Employees' Retirement System for retirement benefits from said retirement system.
 2. Any salary earned by the individual through Schedule B income during the last three years of employment will reduce the retirement incentive by a like number of dollars.
 3. The Board has adopted a resolution that allows professional instructional employees to participate in the MPSERS Tax-Deferred Program (TDP) for funding purchased years.
- G. Calendar -- The number of days of employment for a regular full-time professional instructional employee shall consist of 190 days. Individual and Program Calendars shall be coordinated with local school districts served by the Charlevoix-Emmet Intermediate School District and be consistent with the ISD-wide common calendar. Variations may be developed by mutual agreement of the professional instructional employee and the Superintendent or designee.
- H. Alternative Schedule:
Request for alternative scheduling may be made to one's immediate supervisor.
Any form of alternative schedule must be made by mutual agreement between the professional instructional employee and supervisor and approved by the Superintendent.

- I. Consistent with Michigan School Code Section 1250 (1) professional instructional employees who meet satisfactory job performance expectations by an annual year-end performance evaluation performed in accordance with Article X of this agreement they shall be awarded one dollar (\$1) performance pay.

Professional instructional employees deemed unsatisfactory in meeting job performance expectations by an annual year-end job performance evaluation performed in accordance with Article X of this agreement shall not receive \$1 performance pay.

ARTICLE XV
NEGOTIATIONS PROCEDURE

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect from year to year until altered or terminated by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. If any parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

AGREEMENT 2007-2010

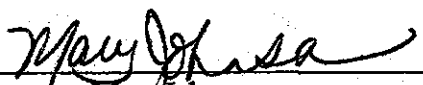
This Agreement entered into this 28th day of April, 2010 by and between the Intermediate School District of Charlevoix-Emmet Counties, Charlevoix, Michigan, and the Charlevoix-Emmet Intermediate Education Association.

This Agreement shall be in effect until August 30, 2015, unless opened by either party through notification by hand delivery or by certified mail between April 15, and April 30, during 2013, or 2014, or after April 15, 2015, unless both parties mutually agree to reopen prior to that time, otherwise, this Agreement remains in force from year to year. In the event that either party petitions the other to reopen the agreement between April 15, and April 30, during 2013, or 2014, the agreement shall be in effect until August 30 of that year.


Prior to April 15, 2015:

Both parties agree to consider reopening this Agreement for purposes of amendment upon the petition of either party, except as outlined above.

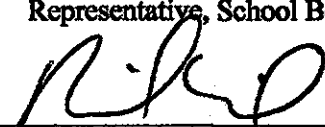
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 28th day of April, 2010.



Mary Johnson
President, Charlevoix-Emmet
Education Association



Carol McDonnell
President
Representative, School Board



Richard Diebold
Superintendent

**Charlevoix-Emmet Intermediate Education Association
2010-2011 Salary Schedule
190 days**

STEP	BA	BA 20	BA 30	MA	MA 15	MA 30	DUAL MA ED.S MSW
1	\$ 39,683	\$ 41,088	\$ 42,492	\$ 43,896	\$ 45,303	\$ 46,707	\$ 48,111
2	41,689	43,180	44,673	46,252	47,658	49,150	50,644
3	43,694	45,274	46,854	48,611	50,015	51,594	53,175
4	45,698	47,367	49,035	50,965	52,373	54,039	55,708
5	47,705	49,460	51,215	53,322	54,727	56,483	58,239
6	49,709	51,552	53,398	55,681	57,084	58,928	60,771
7	51,714	53,647	55,576	58,035	59,441	61,373	63,302
8	53,720	55,738	57,757	60,391	61,797	63,815	65,833
9	55,724	57,833	59,939	62,746	64,152	66,260	68,367
10		59,924	62,120	65,106	66,509	68,703	70,900
11		59,924	64,300	67,459	68,867	71,149	73,432
12		59,924	64,300	69,817	71,222	73,593	75,964
15		61,101	65,490	71,085	72,477	74,900	77,323
18		62,281	66,681	72,353	73,730	76,208	78,682
21		63,458	67,869	73,622	74,985	77,515	80,042
23		64,634	69,057	74,888	76,240	78,822	81,402

**Alternative Education
2010-2011 Salary Schedule**

STEP	BA	MA
1A	34,311	38,952
2A	36,350	41,351
3A	38,389	43,748
4A	40,431	46,144
5A	42,468	48,543
10A	44,508	50,938
15A	46,547	53,332

After ten years of employment with Char-Em professional instructional employees on the 10th – 14th step of the alternative salary schedule shall be placed on the 5th step of the regular salary schedule; and professional instructional employees on the 15th step or above of the alternative salary schedule shall be placed on the 6th step of the regular salary schedule.

Salaries in subsequent years will be based on 0.8% of the 2010-2011 schedule.

Schedule B

Schedule B covers all assignments of duties outside of regular assignments. These duties and their compensation shall be agreed upon by the Superintendent and the Association. These assignments and the compensation will be incorporated into Schedule B as they are developed. Schedule B assignments will be reviewed annually and assigned by the Superintendent.

COLA

For each year of this agreement: if the cost of living (COLA) increase for March to March of that year (CPIU – all urban consumers, US. 1967=1.00) is greater than 3.0%, the district will pay up to an additional .50% adjustment, not to be added to the salary schedule. The payment of this adjustment will be made with the first pay period in June of that year.

PLACEMENT ON THE DUAL MASTERS SCALE

Second Masters Degrees must be related to a professional instructional employee's professional responsibilities in order to qualify that individual for placement on the Dual Masters column of the Salary Schedule.

Professional instructional employees who have previously earned two Masters Degrees in fields related to their professional responsibilities will be placed on the Dual Masters column of the Salary Schedule.

Professional instructional employees interested in pursuing a second Masters Degree must have the relatedness of its content approved by the Superintendent. On completion of this Masters, the professional instructional employee will be placed on the Dual Masters column of the Salary Schedule.

MILEAGE REIMBURSEMENT POLICY

Necessary expenses for travel with the ISD will be paid for professional instructional employees in the performance of their duties as assigned by the Superintendent.

- A. Travel expenses will not be paid for travel from the professional instructional employee's place of residence to the place of assignment in the morning nor from the place of assignment to the place of residence in the evening.
- B. In cases where a professional instructional employee is required to report to a point within the ISD, other than the place of assignment, at the start of the work morning, the lowest mileage of the following will be allowed:
 - 1. From the place of assignment to the point of first appointment
 - 2. From the residence to the point of first appointment
 - 3. The same procedure shall hold true in the evening when a professional instructional employee leaves the last appointment and returns directly to the residence.
- C. The Superintendent will determine the place of assignment on the first day of the school year. If the professional instructional employee disagrees with the place of assignment, he/she may meet with the Superintendent to discuss a change. If there is not agreement, within twenty-two (22) school days after the initial assignment, the professional instructional employee may invoke the Grievance Procedure.
- D. The parties agree that if there is any violation of the Mileage Reimbursement Policy, the Association may invoke the Grievance Procedure.
- E. Mileage will be reimbursed at the IRS allowable rate. If necessary it will be paid retroactively to January 1.

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Name of Grievant _____ Date _____

STEP I

A. Date of Cause for Grievance _____

B. 1. Statement of Grievance

2. Relief Sought

Signature _____ Date _____

C. Disposition by the immediate supervisor

Signature _____ Date _____

D. Position of Grievant and/or Association Grievance Chairperson

Signature _____ Date _____

STEP II

A. Date Received by Superintendent _____

B. Disposition by Superintendent

Signature of Superintendent Date _____

C. Position of Grievant and/or Association Grievance Chairperson

Signature Date _____

STEP III

A. Date Received by Secretary of Board _____

B. Disposition by Board

Signature _____ Date _____

C. Position of Grievant and/or Association Grievance Chairperson

Signature Date _____

CONTRACT OF EMPLOYMENT
(Probationary Period)

THIS CONTRACT OF EMPLOYMENT, entered into this _____ day of __, 20____, by and between the School Board of the Charlevoix-Emmet Intermediate School District, Charlevoix, State of Michigan (hereinafter termed the District) and _____ (hereinafter termed the professional instructional employee).

WITNESSETH:

1. The District agrees to hire the professional instructional employee for the School Year _____, said school year commencing September 1, 20_ and terminating August 31, 20__.

The professional instructional employee agrees to serve the District as a professional instructional employee for said period and to faithfully perform the duties of his/her position subject to the terms and conditions of the Collective Agreement between the Charlevoix-Emmet Intermediate Education Association and the School Board, and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan.

2. The District agrees to pay the professional instructional employee, the sum of _____ Thousand _____ Hundred _____ Dollars (\$_____.00) for the performance of the terms of this Contract. Said sum shall be paid on twenty six (26) bi-weekly installments. The professional instructional employee may elect to be paid in twenty-one (21) bi-weekly installments.
3. The professional instructional employee represents that he/she holds all certificates and other qualifications required by law for a professional instructional employee of the District.
4. The professional instructional employee shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of the District.
5. The professional instructional employee agrees that this is a Contract for personal professional service which may not be assigned or transferred by the professional instructional employee.
6. This Contract is subject to a collective labor agreement heretofore to hereafter negotiated by the Board and the exclusive bargaining representative of professional instructional employees employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this Contract, you agree to be bound by all such terms, including wage deduction provisions thereof.

The professional instructional employee is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, P.A. of 1937, extra session, as amended). Continuing Tenure is not herein afforded to the professional instructional employee, but is specifically withheld pending satisfactory performance during the probationary period.

A release from this Contract will be approved only under extenuating circumstances. If the professional instructional employee violates the terms of this Contract he/she will be reported to the proper State authorities.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this ____ day of September 20__.

SCHOOL BOARD OF THE CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT,
CHARLEVOIX, STATE OF MICHIGAN.

PROFESSIONAL INSTRUCTIONAL EMPLOYEE

PRESIDENT

SECRETARY

CONTRACT OF EMPLOYMENT
(Continuing Tenure)

THIS CONTRACT OF EMPLOYMENT, entered into this ___ day of __, 20____, by and between the School Board of the Charlevoix-Emmet Intermediate School District, Charlevoix, State of Michigan (hereinafter termed the District) and _____ (hereinafter termed the professional instructional employee).

WITNESSETH:

- 1. The District agrees to hire the professional instructional employee for the School Year_____, said school year commencing July 1, 20__ and terminating June 30, 20____. Days worked shall coincide with the school calendar according to the Master Agreement.

The professional instructional employee agrees to serve the District as a professional instructional employee for said period and to faithfully perform the duties of his/her position subject to the terms and conditions of the Collective Agreement between the Charlevoix-Emmet Intermediate Education Association and the School Board, and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan.

- 2. The District agrees to pay the professional instructional employee, the sum of _____ Thousand _____ Hundred _____ Dollars (\$_____.00) for the performance of the terms of this Contract. Said sum shall be paid on twenty six (26) bi-weekly installments with payments to be made on every second Friday. The professional instructional employee may elect to be paid in twenty-one (21) bi-weekly installments.
- 3. The professional instructional employee represents that he/she holds all certificates and other qualifications required by law for a professional instructional employee of the District.
- 4. The professional instructional employee shall be subject to assignment and transfer at the discretion of the Superintendent of Schools of the District.
- 5. The professional instructional employee agrees that this is a Contract for personal professional service which may not be assigned or transferred by the professional instructional employee.
- 6. This Contract is subject to a collective labor agreement heretofore to hereafter negotiated by the Board and the exclusive bargaining representative of professional instructional employee employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this Contract, you agree to be bound by all such terms, including wage deduction provisions thereof.

A release from this Contract will be approved only under extenuating circumstances. If the professional instructional employee violates the terms of this Contract he/she will be reported to the proper State authorities.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this ___ day of _____, 20____.

SCHOOL BOARD OF THE CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT,
CHARLEVOIX, STATE OF MICHIGAN.

PROFESSIONAL INSTRUCTIONAL EMPLOYEE

PRESIDENT

SECRETARY

LETTER OF UNDERSTANDING

between the

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

and the

CHARLEVOIX-EMMET ISD EDUCATION ASSOCIATION

WHEREAS, the Michigan Legislature amended the Michigan Revised School Code to provide additional obligations on Michigan school districts with regard to collective bargaining obligations. Section 1249 of the Revised School Code requires implementation of "rigorous, transparent and fair" performance evaluation systems for teachers and school administrators that evaluate job performance at least annually, and, based on interaction between teachers and school administrators, requires that schools develop clear approaches to measuring student growth, provide teachers and administrators with relevant data on student growth and evaluate job performance taking into account multiple rating categories; and

NOW, THEREFORE, the undersigned, recognizing their mutual obligation to continue negotiations but having resolved all other outstanding issues, agree to form a subcommittee to continue negotiations with the objective of taking such action as may be necessary to comply with the foregoing sections of the Revised School Code.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

Mary Johnson 4-28-10
Mary Johnson Date

Richard Diebold 4-28-10
Richard Diebold Date

CHAR-EM EMPLOYEE PERFORMANCE EVALUATION

The performance evaluation process is designed to provide each Professional Instructional Employee (P.I.E.) with a review of their annual job performance. The process begins with an opportunity for each P.I.E. to review their own performance by conducting a self-assessment. For probationary P.I.E. and every third year for tenured P.I.E.s , the performance evaluation will then include a supervisor's assessment with an opportunity for dialogue between the supervisor and the P.I.E. for additional feedback.

The performance is to be assessed in four critical domains:

1. Planning and Preparation
2. Establishment/Maintenance of Professional Environment
3. Professional Knowledge/Practices Designed to Impart Knowledge/Instruction
4. Professional Responsibilities and Rapport w/Others

When completing the self assessment, the employee is asked to rate their performance in each domain as "Exceeds Expectations", "Satisfactory", or "Unsatisfactory" by circling the number which corresponds most closely to the appropriate performance level. The P.I.E. is encouraged to provide a narrative comment in each domain as part of the self assessment. A narrative comment is required for each domain that the employee is rated "unsatisfactory".

The employee is asked to identify one goal and related strategies in each of the four domains intended to guide or direct the employee's professional growth. Included for each domain are descriptive statements to assist employees from different departments with their understanding conceptually, of the domain. It should be understood that each descriptor in the various domains will likely not apply to every employee. The descriptors are intended to provide the employee with some insight as to the meaning of the domain's title. The goals and strategies should be written so as to align the employee's professional growth with the ISD's school improvement plan and priorities.

The employee is asked to submit the self assessment to their supervisor for review. One copy of the performance evaluation will be returned to the employee and one will be entered into the employee's personnel file. The performance evaluation will be revisited annually.

Collaborative Performance Review

Employee: _____ Date: _____

Supervisor: _____ Tenured/Non-tenured

DOMAIN 1: Planning and Preparation (examples)

- Demonstrates and applies knowledge of: research, assessment, structure of the discipline, and quality learning activities.
- Demonstrates knowledge of: child and adolescent development; the learning process; student needs, interests, and skills
- Sets clear, precise, obtainable instructional outcomes suitable for diverse learners

NARRATIVE:

RANKING	Unsatisfactory	Satisfactory	Exceeds Expectations
	1	2	3

COMMENT (req. if unsatisfactory):

GOAL:

STRATEGY(s):

DOMAIN 2: Professional Environment (ie. classroom, IEP team, program) (examples)

- Fosters respect and rapport with students, parents, co-workers and supervisors
- Establishes a culture of learning (sets expectations for learning and achievement)
- Manages operational procedures, student behaviors, and physical workspace

NARRATIVE:

RANKING	Unsatisfactory	Satisfactory	Exceeds Expectations
	1	2	3

COMMENT (req. if unsatisfactory):

GOAL:

STRATEGY(s):

DOMAIN 3: Professional Knowledge/Practices designed to Impart Knowledge (examples)

- Demonstrates skillful knowledge and application in area of assignment
- Employs quality instructional techniques (student discussion, demonstration, manipulation, participation/practice) resulting in significant student growth/improvement
- Engages the student to foster student accountability and responsibility
- Demonstrates flexibility and responsiveness to an evolving learning environment
- Achieves student growth as measured by national, state, or local assessments.

NARRATIVE:

RANKING	Unsatisfactory 1	Satisfactory 2	Exceeds Expectations 3
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COMMENT (req. if unsatisfactory):

GOAL:

STRATEGY(s):

DOMAIN 4: Professional Responsibilities and Rapport (examples)

- Participates in a professional community to grow and develop
- Maintains accurate records, confidentiality, and communicates with families.
- Has the knowledge, skills, energy and stamina needed to motivate students, teachers, employees, etc.

NARRATIVE:

RANKING	Unsatisfactory 1	Satisfactory 2	Exceeds Expectations 3
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COMMENT (req. if unsatisfactory):

GOAL:

STRATEGY(s):

*Employee Signature: _____ Date: _____

Based upon the review, the employee's job performance is considered:

Satisfactory/Unsatisfactory
Supervisor Signature: _____ Date: _____

** Signature of P.I.E. indicates receipt of the performance review and he/she may adjoin a dated response to this evaluation if done so within 10 days.*