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PROFESSIONAL AGREEMENT

BETWEEN THE

LEWIS CASS INTERMEDIATE SCHOOL DISTRICT

AND THE

SMEA-MEA-NEA

Lewis Cass Intermediate School District

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COLLECTIVE BARGAINING AGREEMENT

This Agreement made as of the date hereinafter set forth by and between the Lewis Cass Intermediate School District, Cassopolis, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and the Southwestern Michigan Education Association/Michigan Education Association (hereinafter called the "SMEA").

ARTICLE I – PURPOSE AND RECOGNITION

1.1 Purpose. The general purpose of this Agreement is to set forth the wages, hours, and other conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, the Association, and the bargaining representatives which shall prevail for the duration of this Agreement.

1.2 Obligation to Bargain. The parties recognize their obligation to bargain pursuant to Act 336, Public Acts of the State of Michigan of 1947, as amended.

1.3 Recognition. The Board recognizes the SMEA as the sole and exclusive collective bargaining representative for all full-time and regularly employed part-time (at least 18 hours per week) certified teachers, state approved special education certificated personnel, social workers, psychologists, physical therapists, occupational therapists, speech therapists, and counselors employed by the Lewis Cass Intermediate School District, but excluding the positions of supervisory personnel (including but not limited to the positions of directors, coordinators or supervisors and department chairpersons); the Superintendent; all administrative, clerical, custodial and maintenance personnel; aides, contracted services staff, temporary per diem substitutes and long-term permanent substitutes not to exceed 90 days assigned to a single position, and all other employees. The Board further agrees that for the duration of this contract, it will not recognize nor bargain with any entity other than the SMEA with respect to the compensation and working conditions of the employees.

1.4 Dual Employment. If due to an emergency situation, the Board assigns a non-bargaining unit employee to perform bargaining unit duties on a permanent (year long) basis, then the affected person shall be subject to the master contract, with all rights, privileges, and responsibilities, including any fees or assessments assigned thereto, prorated for the amount of time spent in bargaining unit work.

If the bargaining unit duties are in an area usually subordinate to the supervisory employee who will be performing in both capacities, then that employee shall be evaluated by their immediate supervisor in the area of their bargaining unit work as well as their usual position.

ARTICLE II – CONTRACT INTERPRETATION AND APPLICATION

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provisions of this Agreement shall be prohibited by or deemed invalid by a court of competent jurisdiction under such applicable laws and regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

2.1 Definitions. Except as otherwise provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

2.11 Day means a day when the school is open and employees are scheduled to report for duty, except that during summer recess or vacation periods, day means a regular business day excluding holidays and weekends.

2.12 Emergency means a sudden unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.

2.13 Party means the Board or the SMEA.

2.14 Employee means a member of the bargaining unit.

Teacher means any member of the bargaining unit who is also a certified teacher as recognized by the Michigan Teacher Tenure Act.

2.15 UTP means the United Teaching Profession consisting of the National Education Association (NEA), Michigan Education Association (MEA), Lewis Cass Intermediate Education Association (LCIEA), and the Southwestern Michigan Education Association (SMEA). This title and its subtitles are for clarification purposes only for use in describing dues deductions and other such actions which may become allowable under the terms of this Agreement.

2.16 Association means the Lewis Cass Intermediate Education Association (LCIEA).

2.2 General Interpretation. This Agreement shall be interpreted in accordance with the following understandings, namely:

2.21 Captions. Captions are included only for convenience of reference and shall not modify in anyway any of the provisions herein.

2.22 Subordination. Any individual contract or letter of agreement between the Board and the employee for the performance of duties which are subject to the terms of this Agreement, shall be subject and subordinate to the provisions herein.

2.3 Application. The rights of either party or of an employee to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement by mutual consent during the life of this Agreement, and in any subsequent Agreement. Further, this Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE III – BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

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

- 3.11 Manage and control the school's business, property, facilities, and equipment.
- 3.12 Direct the working forces, including the right to hire, promote, suspend, discharge or otherwise discipline employees, transfer employees, determine the size of the work force and to layoff employees.
- 3.13 Determine the services, supplies, and equipment necessary to continue its operations and programs and to determine the methods, schedules, and standards of operation and the means, methods, and processes of carrying on the work or changes therein and to institute new and/or improved methods or changes therein.
- 3.14 Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 3.15 Adopt reasonable rules and regulations.
- 3.16 Determine the qualifications and conditions for continued employment, dismissal, demotion, discipline, promotion, transfer, or other personnel actions with regard to all employees of the District.
- 3.17 Establish policies governing the selection or training of employees, provided that such selection shall be based upon lawful criteria.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV – SMEA RIGHTS AND RESPONSIBILITIES

4.1 In order to facilitate the administration of this Agreement, the SMEA shall have, in addition to other rights expressly set forth herein or provided by statute, the following privileges:

4.11 School Property. The use of school building facilities for meetings, provided such meetings are held at hours other than school day hours and advance permission for such use has been given by the Administration.

4.111 Duly authorized representatives of the SMEA and their respective affiliates shall be permitted to transact official SMEA business on school property, provided that such action does not interfere with or interrupt school operations.

4.12 School Equipment. The use of school equipment including typewriters, duplicating equipment, and audiovisual equipment shall be allowed at reasonable times when such equipment is not otherwise in use.

4.121 The SMEA shall pay for the reasonable costs of all materials and supplies incident to such use.

4.122 District employees shall not be used for SMEA purposes during their regular hours of employment. Any work performed by office employees for the SMEA shall not be reimbursed by the District.

4.13 Limits of Privileges. All of the foregoing in Sections 4.11 and 4.12 shall be related exclusively to business involving the members of the LCIEA in connection with the SMEA as the bargaining agent.

4.14 Communication Facilities. The SMEA shall have the privilege to communicate with its membership through the use of designated bulletin boards and Employer mail service. The SMEA shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials. This shall not apply to communications which are contrary to law such as the urging of strikes, work stoppages, etc.

4.15 Board Minutes. Copies of the Board meeting agendas and minutes shall be posted on the staff bulletin board in each building. Furthermore, the Board agrees to furnish to the SMEA in response to reasonable requests from time to time all information concerning the financial resources of the District and such other information as will assist the SMEA in carrying out its contract obligations as required by law.

4.16 Employee Representation. The parties expressly recognize the right of each employee to freely join or to refrain from joining the SMEA and no employee shall be discriminated against by reason of their joining or refusing to join the SMEA. The SMEA is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's SMEA membership. Therefore, it is agreed that a representation fee shall be deducted from the pay of each employee as hereinafter provided, upon prior Board receipt from the SMEA of a duly executed current employee authorization for such deductions, as described herein.

4.161 Representation Fee Selection. Each employee shall select one of the following representation fee options:

4.1611 SMEA Membership Fee. The fee shall be all dues uniformly required of members of the SMEA.

4.1612 Agency Service Fee. The fee shall be the amount certified by the SMEA as the proportionate member cost directly attributable to the costs of collective bargaining representation, administration of this Agreement, and claim adjustments, which fee shall not be greater than dues uniformly required of members of the SMEA under paragraph 4.1611.

4.1613 Charitable Organization Fee. If an employee certifies to the SMEA in writing that they are a member of a church whose long-standing teachings have historically forbidden the joining or supporting of a labor union (or similar organization) and/or who has such a personal

religious conviction themselves, the fee shall be in the same amount as the Agency Service Fee and shall be paid to a nonunion, nonreligious charitable organization mutually agreed upon by the employee or and the SMEA in accordance with procedures hereinafter set forth.

If an employee fails to make a selection, they shall be deemed to have selected the payment of the Agency Service Fee.

4.162 Service and Organization Fee Employees. Each employee who has paid an Agency Service Fee or a Charitable Organization Fee shall be entitled to representation by the SMEA on the same terms and conditions as members of the SMEA, including but not limited to, the administration of the Contract Grievance Procedure.

4.163 Method of Payment. The SMEA shall, prior to September 1st of each year, certify in writing to the Board the total amount of annual dues to be deducted from the pay of each employee electing to pay the SMEA Membership Fee or the Agency Service Fee, which dues shall be deducted in substantially equal bi-weekly installments. The Board shall transmit within thirty (30) days the total aggregate monthly deductions made to such person as shall be designated by the SMEA in writing. At the time the SMEA certifies the amount of annual dues or other fees to the Board, it shall also call to the attention of each employee the provisions of this Article in their copy of the Master Agreement. If an employee electing to pay an Agency Service Fee shall notify the SMEA within fifteen (15) days of having reviewed the Article with an SMEA representative that they object to the legitimacy of such fee, any deductions herein above authorized shall be held in escrow by the SMEA/MEA in accordance with the established MEA escrow procedure.

4.1631 Where an employee elects the Charitable Organization Fee option, the employee shall pay such fee directly to the organization mutually

agreed upon by the employee and the SMEA and furnish a copy of the receipt thereof to the SMEA or the employee may authorize a payroll deduction in accordance with procedures established by the Board.

4.1632 In the event that an employee electing to pay the Agency Service Fee or the Charitable Organization Fee shall not pay the appropriate fee directly to the SMEA or the charitable organization, nor authorize payment through payroll deductions, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7), and at the request of the SMEA, deduct the appropriate fee from the employee's wages and remit the same to the SMEA. The representation fee selected by an employee shall remain in effect until revoked by the employee in writing.

4.164 Exemptions. Any employee who was employed by the LCISD prior to the 1981-82 school year shall be exempt from the requirements of this Article. Any employee beginning active employment for the first time within the 1981-82 school year or subsequent years shall be subject to the terms of this Article.

4.165 Indemnification. The SMEA assumes full responsibility for the validity and legality of the provisions herein set forth. If any action is brought against the Employer in a court of competent jurisdiction or in an administrative agency or any other legal forum because of its application of this Article, the SMEA expressly agrees to indemnify and save the Board of Education, including each individual Board Member, harmless against any and all claims, demands, costs, suits or other forms of liability or expense including back pay, all court or administrative agency costs, reasonable attorneys fees, witness fees, court reporters costs and/or transcript expenses which may arise out of or by reason of action by the Board for the purpose of complying with this Article. The Board shall also reserve to itself the right to stipulate the legal counsel of its choice to represent the Board in any such proceedings or suits.

4.2 Release Time. The President of the Association may use their conference or planning period to conduct the bargaining unit's business without loss of pay or other benefits, provided it does not interfere with their assigned duties and responsibilities with the District.

4.3 Association Representatives. All union business, including investigation of grievances, shall be conducted during employee's nonduty hours. Provided, however, that a designated employee may be permitted to engage in union business during the employee's duty hours if prior express approval is obtained from the Building Supervisor. Such permission shall be granted only upon a showing to the satisfaction of the Building Supervisor that such union business could not feasibly be conducted at any other time, that such activity is clearly necessary to the SMEA's duty to fairly represent all members of the bargaining unit, and that such activity will not interfere with either the employee assigned duties and responsibilities or the normal operation of ISD programs. The Building Supervisor may stipulate a specific time and date for the conduct of union business request made under this provision.

4.4 SMEA Responsibilities. The SMEA, having been recognized as the exclusive bargaining agent for the employees, agrees that it will cooperate with the Board in enforcing the work standards, schedules, rules and regulations of this Agreement and will not engage in nor encourage concerted action of any type, including strikes, against the Board which would be in violation of this Agreement or in violation of the laws or statutes of the State of Michigan.

ARTICLE V – EMPLOYEE RIGHTS AND RESPONSIBILITIES

5.1 Employee Rights. Each employee shall have, in addition to all other rights expressly set forth herein or provided by law, the following rights:

5.11 Representation. Each employee shall have the right to have a representative of their choice present at any scheduled meeting or conference with an administrator at which there exists a reasonable likelihood (to the administrator's prior knowledge) that the conference will result in imposition (or recommendation therefor) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation except in emergency situations when prior notification of a representative is not reasonably possible. If disciplinary action shall become likely at a given meeting, the employee shall be advised immediately of such possibility and be advised of the right to representation under this provision of the Agreement.

5.111 The Board agrees that employees shall not be disciplined, dismissed or demoted, or reduced in compensation, for arbitrary or capricious reasons or without due process as defined in this Article.

"Due Process" shall be defined for purposes of this Agreement as the following:

- (1) An employee shall be given appropriate prior notice of any performance deficiency whenever imposition of any of the above disciplinary sanctions is based principally on a continuing course of conduct evidencing such deficiency.
- (2) Employees may submit a written statement of objection to imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the employee's personnel file.
- (3) Employees shall be entitled upon submission of a written request, to appear before the Board of Education and offer reasons why the disciplinary sanction should not be imposed.

Employees shall be notified at least sixty (60) calendar days before the end of the spring semester whether their contract will be renewed or terminated for the subsequent year (except for cases in which the termination or nonrenewal is based on misconduct not occurring or not discovered until after the expiration of this deadline). The Board shall reserve the right to layoff employees without regard to this sixty (60) day provision in accordance with the terms of Article IX.

5.112 All professional staff in the Lewis Cass Intermediate School District who hold teacher certificates and are subject to the provisions of the Michigan Teacher Tenure Act shall be subject to a probationary period as permitted by law and shall be granted tenure status after having served the required four year term. Nothing in this Article is intended to extend tenure to professional staff who do not qualify under the Michigan Teacher Tenure Act.

5.113 Any tenured employee filing an appeal of any demotion or discharge action to the Michigan Teacher's Tenure Commission under the Michigan Teacher's Tenure Act shall by said appeal be deemed to have waived access to the grievance procedure by this Agreement with regard to such demotion or discharge.

5.12 Evaluation. The Board has delegated to the administrative staff the responsibility for evaluating the performance of employees. Yearly, all LCISD staff will participate in a personal/team development process. The primary purpose of this evaluation process is to identify specific ways a professional employee may increase their effectiveness in the classroom and as a member of the school community and to identify any areas of needed improvement, areas of professional growth, and any areas of perceived strength. In order to achieve the purposes and attain the goals of this evaluation process, particularly with respect to classroom teaching, it is agreed that the evaluation of employees in the performance of their professional assignments shall conform to the following time lines and procedures:

5.121 The performance of all employees shall be evaluated in writing by their respective supervisors or such other administrator or qualified professional person as the Superintendent may deem appropriate. It is expressly understood that this shall not require that an evaluator be specifically trained or possess a degree in the specific area of the evaluated employee's job assignment. Should the staff member receive an adverse evaluation on specific knowledge and/or technique in the area of their training or expertise, a more thorough evaluation by a person specifically trained to make a judgment in those areas may be requested. The request shall be made in writing within ten (10) days of the conference or evaluation immediately preceding the request, and the request shall be honored within seven (7) days of its receipt. At any conference resulting from this request, an employee shall have the right to have a SMEA representative present with them.

5.122 Those employees who qualify for tenure under the Michigan Teacher Tenure Act shall be observed and evaluated as required by the time lines in the Act. Other certified staff will be observed and evaluated under the same conditions.

5.1221 In the event of extended or sudden illness of the employee or evaluator or other emergency, and only then, shall these time lines be altered to allow the Administration the flexibility necessary to fulfill their evaluative functions.

5.123 All evaluations shall be primarily used for the purpose of improving the job effectiveness and professional growth of each employee by identifying areas of needed improvement and any areas of perceived strengths. Each employee will be apprised of the specific terms of their performance responsibilities and will be made familiar with the evaluation instrument prior to its use. Any changes in said instrument deemed necessary by the Board and with input from the employees, will not take effect less than forty (40) days of a scheduled evaluation.

- 5.124 An employee may be observed at any time, but prior to a written evaluation an employee being evaluated shall be formally observed in the performance of their professional assignment at least once for a period of no less than one-half (1/2) hour.
- 5.125 All formal monitoring or observation of the performance of an employee shall be conducted openly and with full knowledge of the employee.
- 5.126 Within fifteen (15) days following the formal observation a conference will be held between the employee and the immediate supervisor. Such conference shall be for the purpose of discussing the written observation comments prepared by the supervisor or other evaluator. If the evaluation is to be done by someone other than the supervisor, that person also will be in attendance at the conference if at all possible, or will have made a full written report of the observation, a copy of which will be given to the employee.
- 5.127 Within fifteen (15) days of the last observation of an academic year, an employee being evaluated shall be given his written Summary Annual Evaluation. Such evaluation shall be based on the employee's overall job performance as well as the classroom or job performance observations. The employee receiving the written Summary Annual Evaluation as well as the immediate supervisor conducting the conference as defined in 5.126 may request that a witness attend the conference on the employee's behalf. Failure to produce any witnesses on the part of either party at the scheduled time of such conference shall not cause the rescheduling or delay of the conference. The role of either witness shall be to listen to the proceedings only and not participate or enter into the evaluation discussion in any manner or form.
- 5.128 Evaluators shall avoid reliance on "Hearsay" or information about classroom or teaching conditions or other job performance conduct by employees not personally observed by the evaluator unless the evaluator is able to confirm such information by personal observation or by testimony of identified firsthand witnesses.

5.129 When appropriate and possible, deficiencies shall be called to the employee's attention by the supervisor. A remedial plan will be developed and a reasonable time allowed, based on the nature of the deficiency, for the employee to correct such deficiency before final evaluative action based solely or predominantly on said deficiency shall be imposed.

5.13 Complaints Procedure. Any oral complaint of merit by someone other than a Lewis Cass Administrator directed toward an employee shall be called to the employee's attention. If the complaint is made in writing, it shall be brought to the attention of the employee within seven (7) days after receipt of the complaint.

5.131 If the administrator determines that such a complaint might have to be placed on an employee's record, a conference will be scheduled with the employee, the SMEA representative, and the complaining party within ten (10) days of the receipt of the complaint. However, if the complaining party refuses to attend such a conference, the refusal shall be noted in the administrator's report and the complaint shall be dropped. Any subsequent complaint by the same complaining party against the same employee will be considered a new complaint and will be dealt with accordingly.

5.132 Should the administrator feel, as a result of this conference and the investigation of the complaint that a written report needs to be made, the employee will receive a copy of this report. If the report and/or the complaint is to be placed in the employee's file, the employee shall be notified of that fact. Any placing of material in the personnel files deemed unfavorable to the employee shall be subject to the grievance procedure if the SMEA feels it is an unjust disciplinary act.

- 5.14 Employee Protection. Any case of physical assault upon an employee or destruction of property by students or others while the employee is on official legitimate ISD business, shall be reported in writing as soon as possible to the Superintendent or a designated representative. The Board will consult with legal counsel with regard to the employee's rights and obligations with respect to such assault or property destruction, and shall render assistance to the employees in connection with the handling of the incident by law enforcement and judicial authorities. This should not be construed to mean the LCISD Board assumes responsibility for the replacement or repair of clothing or articles such as eyeglasses, jewelry or vehicles damaged during or after the employee's normal workday.
- 5.15 Personnel Files. The Board of Education shall require that an official personnel file be established and maintained for each employee in accordance with the following guidelines:
- 5.151 An employee shall have the right to review the contents of their personnel file during regular business hours upon twenty-four (24) hours prior request. A representative of the SMEA may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Board of Education. At the employee's request, they shall be given a copy of any data needed which is found in their file. Any references received by the Board of Education with the understanding that such references would remain confidential shall not be subject to review.
- 5.152 After the date of employment, the employee shall be given notice of the Board's intention to insert any materials in their personnel file which adversely reflect on the character of the employee's professional services together with a copy of such materials.
- 5.153 An employee may request in writing that material which the employee claims to be erroneous be removed from the file. Such written request shall set forth the factual basis for such claim. If the Board shall fail within ten (10) working days from receipt of such a request to reply therewith, and/or deny the request the employee shall have

the right to insert in their file, a written statement, or other relevant material concerning the material to which an objection has been made and it shall be attached to the material in question.

5.154 By mutual agreement between the employee and the Board, material may be removed from the employee's file after a period of time in which the employee has demonstrated there is no longer a need to be concerned about the matter which was placed on record. Material deemed to be unfavorable to the employee shall not remain in the file for more than five years if the employee has demonstrated there need be no further reason for such documentation. The employee must request the removal of such material which is to be accomplished by mutual consent.

5.16 Citizenship Rights. An employee is entitled to full rights of citizenship and no religious or political activities of the employee, or the lack thereof, or the private and personal life of an employee shall constitute grounds for any discipline or discrimination with respect to the professional employment of the employee, except as such conduct or activity shall materially interfere with the discharge of the employee's professional responsibilities.

5.2 Employee Responsibilities

5.21 Shared Responsibilities. The Board recognizes that the employees alone cannot be held accountable for all aspects of the progress of pupils, but that the Board and Administration must also share the responsibility.

5.22 Preparation for Professional Assignments. Adequate prior preparation for a professional assignment is essential and is the responsibility of each individual employee.

- 5.23 Student Records. All employees are required to prepare and keep up-to-date records of their students' progress, lesson plans, and such other necessary records and/or information as may be required by the Administration. Attempts shall be made when planning the yearly calendar to provide student free time periodically for employees to work on student records.
- 5.24 Safety of Students. Each employee shall make every reasonable effort to protect students from conditions harmful to learning, health or safety. For such purposes, an employee shall promptly notify the Administration in writing of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property. Employees shall be responsible for understanding and acting in accordance with all Board or administrative safety policies.
- 5.25 Appropriate Dress. As members of a respected profession and cognizant of their responsibility to represent the ISD to the public and students in a professional manner, all employees will dress in a manner appropriate to their position.

ARTICLE VI – EMPLOYMENT CONDITIONS

6.1 School Year. The number of employee days/hours shall be set forth in the staff calendar according to the Laws and Constitution of the State of Michigan, and/or the United States. Summer school sessions will be established on a separate calendar and employees contracted as set forth in Section 7.21. Any employee required to report for more than the contracted number of days as scheduled shall be accorded, by mutual agreement, comparable release time or additional compensation at a per diem rate computed in accordance with Article XI; Compensation, Paragraph 11.12.

6.11 Each employee will be regularly scheduled to work no more than thirty-five (35) hours per week, appropriate adjustments in time schedules being made by Administration for any employees working in any area on a different time than Cass County, in accordance with the following guidelines. Professional assignments, such as special programs, conferences, staff meetings, in-service meetings are job expectations when taking the position and are excluded from the 35 hour weekly schedule.

6.12 Working Day. The working day shall total seven and one half (7 1/2) hours from start to finish including one half (1/2) hour lunch period. A one half workday consists of three and one half hours (3 1/2) or from 8:15 a.m. to 11:45 a.m. / 12:15 p.m. to 3:45 p.m. Time schedules shall be established at the beginning of each year. Itinerant staff shall report to their assignment as approved by their immediate supervisor and may leave at the end of a 7 1/2 hour day. Employees shall continue to serve the needs of students beyond the times designated as defined in 6.11. If meetings are to extend beyond the normal working day prior notice of two (2) days except in case of emergency will be given the staff members affected. Supervisors may excuse an employee from the attendance of such meetings at their discretion.

6.121 Notwithstanding the provisions of 6.11 and 6.12, employees covered by this Agreement shall be entitled to early dismissal as defined below on the last workday preceding the following holidays: Labor Day, Thanksgiving, Winter Recess, Spring Recess, Memorial Day, the last teacher workday preceding summer recess, and July

4th. Early dismissal shall occur as soon as all students for whom the individual employee is responsible have safely boarded the bus for home, but in no event prior to 3:00 p.m. Early dismissal pursuant to this provision shall in no way relieve individual employees from responsibility for required meetings scheduled with constituent school district personnel or other meetings which the employee is required to attend under the terms of this Collective Bargaining Contract.

6.122 Flex Time/Schedule. Flex time/schedule may be available by mutual agreement between employee and administration as long as it doesn't interfere with student contact time. Personal documentation is recommended. Flex time/schedule is to be used within the contract year.

6.13 All employees are entitled to one half (1/2) hour duty-free lunch break daily, except in emergency situations.

6.14 Nonstudent Contact Time. Every attempt shall be made to schedule the student attendance day to afford staff time to prepare after the students departure prior to the end of the scheduled workday as stated in Section 6.11. All employees shall be given the opportunity for periodic breaks to be taken throughout the day at such times as shall not be disruptive of instructional programs, subject to the approval of the employee's designated supervisor. (Such breaks shall not as a regular practice exceed a daily cumulative average of 20 minutes/day unless explicitly authorized by the supervisor).

6.15 Noncertified staff shall be assigned to all areas as determined by law to assist professional staff in carrying out their assigned duties. If their individual performance/performance responsibilities/job description does not meet the standards required, the employee in charge of the area to whom the noncertified staff is assigned shall forward a written report to the immediate supervisor delineating the areas considered to be below an acceptable performance level. The supervisor shall, within five (5) days of receiving the report, consult with professional staff, especially the person working most closely with the noncertified staff, make any other investigation necessary, and then take steps to

rectify the situation. Both in correcting any adverse situation and in considering the contract renewal of noncertified staff, the recommendation of the appropriate professional staff person(s) shall be included in the evaluation instrument.

6.16 Employees will be consulted prior to scheduling parent-teacher conferences. Those employees who would be involved in an I.E.P.C. shall be consulted prior to its being scheduled.

6.2 Class Size. Class size shall be in accordance with state guidelines.

6.3 Employee Attendance. Employees will be responsible for reporting for duty on all scheduled workdays and shall not be entitled to compensation for days absent unless explicitly so authorized under this Agreement.

6.31 Employees shall be at their building on days when students are not in attendance at the regularly established time except as provided below.

6.311 Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed due to the above conditions, employees will not be required to report for duty.

6.312 In the event that the Board of Education determines it is necessary to schedule additional duty days to 'make-up' for duty days cancelled under Section 6.311, such additional duty days shall be established in accordance with the following procedures:

A. Additional duty days shall be scheduled by the Board as nearly immediately subsequent to the end of the school year as practicable; provided, however, that the Board shall also take into consideration such factors as coordination of schedules of constituent K-12 school districts, availability of transportation and facilities, and convenience of students and parents.

- B. The Board of Education shall establish the dates of all necessary 'make-up' days, and publicly announce same, not less than thirty (30) days before the scheduled end of the school year.
- C. Bargaining unit members shall not be entitled to any additional compensation for services performed on or with regard to 'make-up' days scheduled pursuant to Section 6.314 unless the total number of actual duty days actually worked during the year shall exceed the number of duty days as established in the appropriate calendar as contained in this Agreement. Compensation for any such duty days worked in excess of the number established in the appropriate calendar shall be determined in accordance with the provisions of Section 11.12 of this Agreement.

6.32 Voluntary extracurricular activities may begin immediately after the close of the pupils' regular school day provided arrangements have been made with the supervisor for the employee to fulfill their regular obligations.

6.33 Faculty Meetings. Employees, unless excused by their supervisor, will attend all meetings called by the Administration. Employees will have forty-eight (48) hours notice prior to such meetings except in cases of emergency. Meetings, excluding I.E.P.C.'s, may be scheduled after regular duty hours when deemed necessary by the Administration. Whenever possible, I.E.P.C.'s will be scheduled during the regular working day. "Whenever possible" will be interpreted such that inability of parents to attend other than during nonschool hours shall require that the I.E.P.C. be held when parents can be in attendance.

6.4 Facilities and Equipment. The Board shall make available, whenever possible, in each school building, the following:

- 6.41 Restroom and lavatory facilities exclusively for employee use.
- 6.42 At least one room, appropriately furnished, for use as a faculty lounge.
- 6.43 Equipment and necessary materials to aid employees in preparation and presentation of instruction.

- 6.44 Paved accesses and parking facilities and an area to be reserved near each building for the loading and unloading of materials and equipment.
- 6.45 Telephone facilities for use in furtherance of official ISD business, professional and/or other reasonable purposes. (See employee handbook for details.)
- 6.46 A desk for each classroom teacher. Adequate work area and filing facilities for each employee.
- 6.47 Space which can be locked shall be provided for each employee's personal articles.
- 6.48 Storage space in each classroom and/or building for instructional materials.
- 6.49 A teacher's edition, where appropriate, of each text assigned by the Administration for use in the subject matter a teacher is assigned to teach.

6.5 In-Service Training. The Board and the SMEA recognize the value of voluntary participation by ISD employees in in-service activities held outside of the regular scheduled school day. At the request of the SMEA or on the Board's initiative, arrangements may, at the Board's discretion, be made for after school courses, workshops, conferences, and programs designed to improve the quality of instruction. The parties support the principle of continuous training of employees and participation in community education projects. Any in-service programs must be priorly approved by the Board or its designated representative and shall be developed with input from employees based upon their expressed needs. (See employee handbook for procedures.)

6.6 Student Discipline. The Administration shall continue to support and assist employees with respect to the maintenance, control, and discipline of the students. Employees shall be individually responsible for the use of sound, mature, and professional judgment in dealing with student problems and will be expected to act in accordance with all applicable statutes and/or regulations in this regard. Discipline matters will follow the procedures in the LCISD Behavioral Guidelines in a manner consistent with Michigan School Law.

6.7 Medically Fragile Students. Situations will probably arise where a bargaining unit member will be teaching or otherwise providing services to a student for whom school health services are provided by the Employer or a third party in the school setting, even though the bargaining unit member will not be called upon to provide the services on a regular basis. In such circumstances if there is a reasonable possibility that the member may be called upon to provide the services on a substitute or emergency basis, before teaching or otherwise providing services to the student, the member shall be provided with that information and training as required for the particular student involved. The employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is required to provide school health services.

ARTICLE VII – VACANCIES, PROMOTIONS, ASSIGNMENTS AND TRANSFERS

7.1 Vacancies and Promotions. Employees wishing a change in subject or grade assignment, or building, will notify the Administration in writing of their desires by the end of each school year. Such employees shall be given preference in the filling of any vacancies which arise in the positions in which they have expressed interest provided that their qualifications are equal to or better than those of applicants outside Lewis Cass Intermediate.

7.11 When the Board determines that an instructional or administrative vacancy exists, the Superintendent shall notify the Association or the SMEA within five (5) days of such determination. Such notifications shall be made by telephone when possible, certified mail or personal contact. During the school year the vacancies shall be posted by the Board in each building and employees, if interested in a position, shall file written notice of their desire to be considered for said vacancy for a period of five (5) workdays after the posting of the notice by the Administration.

7.12 During the summer recess, the Board may fill any vacancies which arise within the forty-five (45) calendar day period prior to the first day of scheduled classes without observing the five (5) workdays posting period, provided that the Association is given prior notification, except that:

7.121 No vacancy posted prior to the forty-five (45) day period shall be posted for less than five (5) working days, except by mutual agreement between the parties.

7.122 The filling of positions for summer programs shall not be subject to the posting period.

7.13 A vacancy shall be defined as a position made available by the addition of a new position or by the permanent leaving of a staff member (unless the Board shall determine that the position will not be immediately filled). "Vacancies" shall not include 'new positions' created by administrative changes in assignments between existing employees and shall not include positions temporarily vacant due to a leave of ninety (90) days or less granted to an employee. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant with first consideration given to those with experience in the Lewis Cass Intermediate School District.

7.2 Assignments. Each employee shall be placed in a position which will effectively use the employee's skills and experiences while providing for the present and future staff needs of the ISD. Determination of appropriate assignment shall be made by the Board or Administration and shall be done in accordance with state guidelines.

7.21 Summer School Assignments. All personnel assigned to summer sessions, such as but not limited to: the severely mentally impaired program (SMI) at Brookside, building trades program or other approved programs, shall be offered employment on a contract separate from the regular school year contract as per the negotiated calendar. Regular school year employees normally assigned to duties which will be extended into summer sessions shall have the first option of signing for said summer session. In the event of more than one eligible application, the selection will be made based on knowledge, experience, and merit and will be mutually agreed upon by the MEA representatives and Administration. Should they decline summer employment, the positions will be filled as per 7.12.

7.3 Transfers. The school Administration will make every effort to relocate employees at their request whenever it is possible, but at the same time endeavor to maintain a balanced staff. Request for transfer shall be made through the Superintendent's office. Every consideration for transfer will be given at the beginning of the new school year. Employees who will be affected by a change in assignments will be consulted by their supervisor as soon as possible. Every effort will be made to avoid reassigning probationary teachers. No involuntary transfer of any employee will be made unless there are no other options available.

ARTICLE VIII – LEAVES

8.1 Annual Leave. At the beginning of each school year, each employee shall be credited with twelve (12) days of annual leave for their contract year, and one (1) day of annual leave shall be credited for each twenty (20) days of additional employment, the unused portion of which shall accumulate from year to year to a maximum of 180 days. A new employee shall be ineligible for annual leave benefits until they have first reported for work. The leave days may be taken by an employee for the following reasons and subject to the following conditions:

8.11 Personal Illness or Disability. An employee may use all or any portion of their annual leave for scheduled workdays on which they are physically incapable of performing their normal job duties due to their personal illness or disability. Disabilities caused or contributed to by pregnancy, miscarriage, and/or childbirth shall be treated on the same terms and conditions as are applied to other temporary disabilities for which leave is authorized under this paragraph.

8.12 Family Illness. An employee may use all or any portion of their annual leave for absence due to illness in their immediate family, to include children, spouse, parents or legal dependents.

8.13 Certification of Illness. The Administration may require that any employee applying for use of "illness and disability leave" for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be presumed to be mandatory for all absences of more than five consecutive workdays unless waived by the Board. Failure to obtain such certification shall constitute a sufficient basis for disciplinary action.

8.131 The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for leave under this Article, or to verify an employee's ability to safely and satisfactorily perform their assigned duties. Such examinations may be required only where the Board has a reasonable and sufficient basis for determining such examination to be necessary; that should such examination be required during a workday when the employee has indicated readiness and ability to work, the employee will not be docked pay nor have the time charged against their annual leave; and any such examination shall be at the expense of the Board.

- 8.14 Notification of Illness. An employee who knows they will be absent due to illness or disability shall make every attempt to notify their immediate supervisor of the fact at least an hour and a half prior to the commencement of the school day, but in any case, as in the onset of sudden illness or other emergency, no later than the time of the commencement of school.
- 8.15 Miscellaneous Leave. Six of the twelve annual leave days may be used each year at the employee's discretion and with the approval of their immediate supervisor. Employees desiring to use such days shall notify their supervisor in writing of their intent two (2) days prior to the day on which such leave commences, except in cases of emergency.
- 8.16 Payment of Accumulated Annual Leave Days. Upon separation, after 10 years of accumulated employment at Lewis Cass ISD and six (6) months notice to the Board of Education, an employee shall be paid for all unused annual days accumulated up to 180 days at the then prevailing per diem substitute salary. The payment will be made over a three (3) month period following the date of retirement or at the employee's option can be paid in the first three months of the following calendar year. Part time employees will receive benefits prorated on a base of 12,950 total hours (185 days x 7 hours per day x 10 years).
- 8.17 Funeral Leave. An employee may take up to a maximum of five (5) days paid funeral leave per academic year in connection with a death in the immediate family or close personal association. "Immediate family" shall include children, spouse, parents, parents-in-law, siblings, grandparents and legal dependents. Provided, however, that upon exhausting the annual five day allotment of funeral leave, an employee may take up to five days of paid leave (charged against annual leave) in connection with additional eligible deaths. In the event that the employee has exhausted their annual leave, they will be docked the amount of equivalent pay for a substitute in the employee's classification for days of absence authorized under this provision.

8.2 Deferred Leave. Deferred leaves may be made available on an ad hoc basis by mutual agreement of the employee and the Board of Education. A deferred leave is an unpaid leave of absence during which the employee receives salary payments earned in prior years. For example, a person may teach four years and receive 80% salary per year, the deferred amount plus interest shall be paid over the fifth year. The length of the deferred leave program, deadline dates, and other considerations including an appropriate replacement be retained would require the mutual agreement of the employee, the LCIEA, and the Board of Education.

8.3 Short-Term Leaves. The following leaves shall be granted subject to the following conditions:

8.31 Professional Leave. Any full-time employee may be granted paid leave for professional responsibilities which make it necessary for them to be absent during usual working hours. Requests for time and expenses to provide such an honorary contribution to their professional specialty shall be considered by the Board on the approval of the Administration. Such requests for leave and/or expenses shall be considered on an individual basis and the granting of such privilege to any employee shall in no way obligate the Board to grant similar privileges to any other employee.

8.32 Jury Duty or Court Proceedings. An employee shall be entitled to leave with pay for jury service if they are unable to be excused or to have such service rescheduled. An employee shall also be entitled to leave with pay when subpoenaed to appear as a material witness in a legal proceeding to which neither the employee nor the SMEA is a part litigant.

8.321 In the event an employee qualifies for leave under Section 8.32, they shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation for witness fees. It shall be the responsibility of the employee to secure a notarized statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be considered upon prior submission of such a statement.

8.33 Association Leave. At the beginning of each school year, the Association shall be credited with six (6) days to be used for Association business. Such days will be used at the discretion of the Association upon the approval of the Association President except that no more than three employees will use these days at any one time. A forty-eight (48) hour advance notice shall be given to the Superintendent by the Association President of the intent to use said days. These leave days shall not be cumulative.

8.34 Other Leaves. Requests for leave days other than for illness or disability, jury, funeral or Association as above must be submitted in writing to the Board for consideration at its next regularly scheduled meeting. The conditions of such leave of absence will be stated in the Board resolution at the time the leave is granted.

8.35 Family and Medical Leave Act. Please refer to the Act itself to determine eligibility. To obtain a copy of the Act contact the Superintendent's Office, for a copy of the MEA's interpretation see your Union President. Anyone accessing this leave will be required to draw down on accumulated annual leave days excluding Article 8.6.

8.4 Long-Term Leaves. Leaves following, when granted, shall be without compensation, except as stated otherwise:

8.41 Military Leave. Employees who are inducted into the Armed Forces of the United States or who join the armed forces in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required. Upon honorable discharge, the employee shall be reinstated with full credit on the salary payment plan for the time in service, not to exceed three (3) years, to the first available vacancy for which they are qualified. Provided, however, that if the duration of the employee's absence shall be less than thirty (30) days, the employee shall be entitled to return to their former position upon return from leave.

8.42 Family Leave. An employee shall be granted leave for child care in cases of childbirth or adoption; or serious illness or disability of any member of the family. Said leave shall be for up to one year including Article 8.35 but it may be extended at the option of the Board at the request of the employee.

8.43 Meritorious Leave. An employee may be granted a leave for a period not to exceed one school year for other meritorious reasons upon request subject to the following mandatory conditions:

8.431 The employee must have served their capacity for a minimum of two full calendar years.

8.432 The employee must give a written statement of the reasons and intended purposes of the leave satisfactory to the Board.

8.433 The Board, in its sole discretion, determines that the activities to be pursued during the leave will result in a tangible benefit to the ISD sufficient to justify the employee's absence and the adverse impact of such absence upon the programs and activities of the ISD.

8.434 Leave granted pursuant to this provision shall not be used to pursue other employment and acceptance of other employment by the employee during the term of the leave shall be grounds for disciplinary sanctions up to and including discharge of

employment at the sole discretion of the Board.

Exceptions may be made to persons seeking to support themselves by accepting employment during this leave by formal written request to the Board.

8.435 Decisions by the Board of Education to either grant or deny leave requests under this provision shall not be subject to the collective bargaining contract grievance procedures and shall establish no precedent or 'past practice' or otherwise obligate the Board of Education to grant any future such requests that the Board shall, in its sole discretion, determine to deny such future requests.

8.5 Return from Leave. An employee returning from a long-term unpaid leave longer than ninety (90) days shall be placed in a position for which they are certified and for which the Board deems they are qualified. An employee returning from a leave of ninety (90) days or less shall return to their original position.

8.51 The Board may in its discretion fill the position of an employee who is on a leave of absence with a 'temporary substitute'. 'Temporary substitutes' shall be hired pursuant to a 'temporary substitute contract of employment' to be provided by the Board, the terms of which shall be determined by the Board subject to applicable provisions of law. The 'temporary substitute' shall not be a member of the bargaining unit while serving in such capacity and on the expiration or termination of the 'temporary contract of employment' their employment shall automatically terminate without further rights under this Agreement or under the 'temporary contract of employment'.

8.52 Employees on a long-term unpaid leave of absence shall confirm to the Superintendent in writing their intent to return immediately on expiration of their leave. This written notification must be received by the Superintendent not less than forty-five (45) calendar days prior to the expiration date of the leave. Failure by any employee to timely submit such notification will be deemed a resignation, absent written authority by the Superintendent to the contrary.

8.53 Failure to return to active duty immediately upon expiration of a long-term unpaid leave shall be conclusively deemed a resignation, absent an express extension of the leave by the Board.

8.54 A teacher returning from leave shall not lose seniority nor their increment step on the salary payment plan.

8.55 No increment credit shall be earned during an unpaid leave of absence, and no fringe benefits shall be paid by the employer. During an unpaid leave of absence, the employee shall, subject to the terms of the carrier, be permitted to pay their own fringe benefits through the Intermediate Office, but the Board of Education shall have no obligation to continue to pay for such fringe benefits while the employee is on unpaid leave status. Provided, however, that the Board may elect to authorize continuation of Board-paid fringe benefits for up to six (6) months of unpaid leave duration, subject to the parties' mutual understanding that any such decision shall not be deemed to establish a "past practice" or "precedent" or to otherwise obligate the Board to extend similar treatment in any future circumstances, either to the same employee or to any other employee. Lewis Cass ISD will arrange for payroll deduction in order that insurance may be paid for before the leave if the leave is planned.

8.56 Employees shall have no right or discretion to return from an unpaid leave granted under this Article prior to the expiration date of the leave as originally established by the Board.

8.6 Certified Staff Sick Leave Bank. The LCIEA shall be authorized to administer a sick bank program under the following guidelines. A report of days credited to the sick bank shall be delivered to the business office prior to the Fourth Friday of each year. Notice is to be promptly reported to the business office when sick bank days are to be allocated to a qualifying member. Members who have exhausted their accumulated annual leave allowance may make reasonable withdrawals from the common bank as determined by the committee and in accordance with guidelines established below.

- A. The sick bank shall use as guidelines those reasons set forth under excusable leaves of absence as stated in Article 8.11.
- B. No individual may use more than 20 consecutive days per incident or per year.
- C. Each participant who has a minimum of one year in the District may enroll in the bank.
- D. Each new member will contribute two days from their annual leave initially. All other members will contribute one day by the Fourth Friday of each school year.

- E. Members withdrawing sick leave from the bank will not have to replace these days except as a regular contributing member of the bank.
- F. Sick leave bank accumulation shall not exceed one hundred and eighty (180) days. When the bank has been reduced to a total of twenty-five (25) days, members enrolled in the sick leave bank will be required to donate one (1) day of their annual leave to the sick leave bank. A member cannot donate more than two (2) days of their annual leave per year.
- G. A member withdrawing days from the sick leave bank must submit a medical report to the committee. Additional medical reports must be submitted every ten (10) days. Days must be requested in allotments of five (5) days or more.
- H. A person withdrawing from membership in the sick leave bank must request such by the Fourth Friday of the school year and will not be able to withdraw any contributed days.
- I. Those bargaining unit members who have accumulated the maximum number of days will have their twelve (12) annual leave days per year donated to the sick bank.
- J. A member who is eligible for short-term or long-term disability insurance from any source would not be eligible for sick bank usage simultaneously.

ARTICLE IX – LAYOFF AND RECALL PROCEDURE

9.1 Should changes in student populations, financial conditions, or other factors cause the Board to determine that an elimination of or reduction in programs and/or personnel is necessary or appropriate, the following procedure shall prevail:

- 9.11 To the extent applicable, the requirements of the Michigan Teacher Tenure Act shall be observed by the Board in its implementation of any layoff or recall, and no layoff or recall decision required by said Act shall be deemed prohibited by any provision of this Agreement. However, any allegations by an employee(s) of layoff or recall actions in violation of said Act shall be appealable only to the Michigan Teacher Tenure Commission and shall be explicitly excluded from the Professional Grievance Procedure of Article X of this Agreement.
- 9.12 Seniority. Seniority is determined by the date hired by the Board of Education. There will be one seniority list maintained on a district-wide basis. This list will be circulated at the beginning of the school year to all employees. The list will include date hired and degree earned and salary level. Each employee will be expected to review their own credentials and make known any error to the Superintendent within twenty (20) workdays after receipt. In the event two (2) or more employees have the same length of service within the District, seniority will go first to the employee who has had the most experience outside the District. Should the length of service both inside and outside the District be the same, then the employee with the greater number of graduate hours will be granted higher seniority.
- 9.13 Layoff Procedure. Employees shall be laid off in the inverse order in which they were hired provided that there is a senior employee available who is qualified to fill the position of the laid off employee; and provided that, in the event a specific program is eliminated, causing that employee to be displaced, there is no other position occupied by a less senior employee for which that displaced employee is qualified.

- 9.131 If for any reason the Board anticipates a reduction in staff, it shall, before taking action, consult with the Association to receive recommendations regarding priorities and procedures to be followed. Such recommendations shall not be binding upon the Board, but will merely serve as suggested guidelines, except that procedures as outlined in the contract shall be followed.
- 9.132 To the extent permitted by law, probationary employees shall be laid off first, beginning with the third year probationary followed by the first year, and finally the second year probationary; provided that there is a tenured employee who is certified and qualified to perform the duties of the position being vacated by the probationary employee, unless such position is being eliminated altogether.
- 9.133 If further reduction is necessary, then additional employees in the specific positions being reduced shall be laid off on the basis of seniority, and said employees shall have the right to displace an employee with less seniority, if such employee is certified and qualified to perform the duties of the position to be staffed.
- 9.134 The Board shall give a minimum of thirty (30) calendar days notice of layoff prior to the effective date of any reduction in personnel to the individuals involved. Layoffs may be implemented at any time of the year upon the mailing of the above thirty (30) day notice of layoff.
- 9.1341 If a known layoff is imminent for the following school year, the affected employees shall be notified immediately.

9.2 Additional education or skills acquired by the employee while on layoff shall not effect the employee's status during the layoff period. Laid off personnel shall not lose vested benefits accrued during the previous school year.

9.3 Recall Procedure. The Board shall rehire employees in the inverse order in which they were laid off provided that:

- 9.31 The employee is certified and/or qualified to perform the duties of the position to be staffed as determined by the Board in accordance with the job description and requirements for the open position.
- 9.32 The obligation of the Board to rehire an employee shall terminate twenty-four (24) months following layoff, or upon the failure of the employee to accept in writing the offered position within five (5) workdays from the date of receipt of the notice of recall, whichever shall first occur. Notice shall be given to the employee at the last address furnished by the employee in writing. Notice shall be sent to the employee by registered or certified mail, return receipt requested.

ARTICLE X -- PROFESSIONAL GRIEVANCE PROCEDURE

A claim by an employee or the SMEA that there has been a violation, misinterpretation or misapplication of any express provision of this Agreement may be processed as a grievance as hereinafter provided.

10.1 Level 1. In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the SMEA representative.

In the event of an SMEA grievance, or a grievance involving more than one supervisor, the grievance shall be processed directly at Level 3 of this Article. In either case, the first discussion shall take place within ten (10) days of the time the alleged violation first occurred, or of the time the employee or SMEA should reasonably have known of the alleged violation. The Administration shall be informed that the discussion may be the first step in the grievance procedure.

The Administration shall inform the grievant and the SMEA within three (3) days of his disposition of the grievance at Level 1.

10.2 Level 2. If, after the informal discussion with the immediate supervisor, the employee, and the SMEA are dissatisfied with the disposition of the grievance at Level 1, they may jointly invoke the formal grievance procedure by filing a formal written grievance on a grievance form signed by both the grievant and an authorized representative of the SMEA, which form shall be available to employees from the SMEA representatives. The grievance form shall be filed with the employee's immediate supervisor not later than five (5) days after receipt of the supervisor's disposition at Level 1 or expiration of the time for Level 1 response, whichever shall be earlier.

10.21 Within three (3) days of receipt of the grievance, the supervisor shall meet with the SMEA and the employee in an effort to resolve the grievance. The supervisor shall issue the disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the SMEA.

10.3 Level 3. If the employee and/or the SMEA are not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within three (3) days of such meeting, the grievance may be appealed to the Superintendent. The appeal shall be filed no later than three (3) days after receipt of the Level 2 response or expiration of the above described time for response at Level 2.

Within five (5) days of receipt of the duly authorized appeal to Level 3, the Superintendent or his designee shall meet with the employee and/or the SMEA on the grievance and shall issue the disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the SMEA.

10.4 Level 4. If the employee or the SMEA is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting (or within 10 days from submission of the grievance at Level 3, whichever shall be later) the grievance may be appealed to the Board by filing a written copy thereof with the Secretary or other designee of the Board, not later than seven (7) days of receipt of the Superintendent's disposition of the grievance. The Board, or a committee of the Board, no later than its next regular meeting or three (3) calendar weeks, whichever shall be later, shall meet with the designated SMEA representative on the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter. A copy of such disposition shall be furnished to the SMEA.

10.5 Level 5. If the SMEA is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted by the SMEA to arbitration before an impartial arbitrator. Submission to arbitration must be made within twenty (20) days after receipt of the Board's disposition.

10.51 The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings except to the extent contravened by the provisions of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not disclosed to the other party prior to the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

10.52 It is understood by both parties that the decision of the arbitrator shall not be binding on either party, but shall be advisory in nature.

10.53 The SMEA and the Board will be responsible for their own personal costs as to witnesses, attorney fees, etc. The fees of the arbitrator selected under this provision and such expenses as may be necessarily incurred to conduct the arbitration proceedings shall be borne equally between the parties.

10.531 The SMEA agrees that it shall be responsible for the filing fee.

10.6 General Provisions. The time 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 school term or as soon thereafter as possible.

Notwithstanding the expiration of this Agreement, any claim or grievance based on actions or conduct occurring prior to expiration of said Agreement shall be processed through the grievance procedure until resolution.

ARTICLE XI – PROFESSIONAL COMPENSATION

11.1 Salary. The amount of salary increase for this contract was established by reviewing the salary schedules from the four local education agencies in Cass County, Michigan, (Cassopolis, Dowagiac, Edwardsburg, Marcellus). The salary increase for LCISD was computed by finding the average per diem increase that each local district received, averaging the four together and multiplying by the number of days the individual staff member works within the ISD.

11.11 For the 1997-98 school year, each employee, with the exception of new hires (with no previous experience), will receive a daily increase of \$8.06. Employees will receive a minimum daily increase of \$8.06 for the 1998-99 school year through the 2001-02 school year. If the local districts were to negotiate for an increase over this amount, then LCISD would recalculate an increase in salary.

Horizontal steps on the salary payment plan set forth in Appendix A reflect the dollar amount increase in salary for advanced education only. Vertical steps have been eliminated as of this contract. They are shown for the purpose of graphic representation of salary levels only.

The base salary rate beginning with the 1997-98 school year will be as follows: BA (\$27,500); BA+18 (\$28,250); MA/BA+30 (\$29,000); MA+15/45 HR MA (\$29,950); MA+30/60 HR MA (\$30,900).

11.12 The salary payment plan is based upon the regular school calendar as set forth in Appendix B and the normal duty assignment as defined in this Agreement. For assignments in excess of the regular school calendar, employees will be compensated at a continuation of their individual equivalent rate, which shall be computed in the following manner:

Teacher's Contracted Annual Salary

No. of Assigned Duty Days per year = Daily Rate (from school calendar)

11.13 Employees must elect in writing not later than the second workday of each school year to receive their pay in one of the following options:

- A) Twenty-Six substantially equal installments, spread over twelve months, or
- B) Twenty-two substantially equal installments, spread over approximately ten months.

This election shall be irrevocable for the duration of each school year.

11.14 Academic or Certification Advancement. Academic or certification advancement on the salary payment plan shall be made at the next beginning or midpoint of the academic year both following successful completion of requirements and presentation of proper documentation of same to the Office of the Superintendent. Advancement will be made based upon completion of appropriate postgraduate credit from an accredited college or university. Preliminary approval from the Superintendent of Schools must be obtained in writing prior to enrollment for all course work to be applied toward advancement on the salary payment plan.

11.141 Reimbursement for Credit. Reimbursement for academic credits and/or SB-CEU credits shall be on a semester hour basis. Such reimbursement shall be for tuition. Tuition will be paid by the average of three Universities - Michigan State, University of Michigan, and Western Michigan. The Board of Education, each year, shall allocate a fixed dollar amount dependent upon financial resources, but not less than twenty five hundred dollars (\$2,500.00) annually. If the Special Education Fund Equity falls below a 10% reserve, no monies will be allocated to any employee, whether the salary is drawn against the General or Special Education Fund. When Special Education Fund Reserves are at a level of 10% or greater of total Fund Expenditures, an allocation will be recommended by the Superintendent which will be distributed on a percentage basis, each qualified participant receiving a like percentage of their total costs reimbursed, as per paragraph 11.14 of this Agreement.

Certification of course work successfully completed starting with the 1997-98 school year shall include tuition statements indicating courses taken and the total cost of same along with a copy of a grade report showing successful completion of the course. All claims for reimbursement must be submitted prior to the last day in September to qualify for reimbursement for course work completed during the previous school year or summer school session.

11.1411 Calculation of SB-CEU Credit. State Board Continuing Education Units (SB-CEU) programs offered by sponsors for certificate renewal must be preapproved by the State Superintendent. Eighteen SB-CEU's equal six semester credit hours, thus three (3) SB-CEU's equal one (1) semester hour of credit.

11.2 Automobile Travel Reimbursement. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance in the amount equivalent to that allowed by the IRS. The same allowance shall be given for use of personal cars for field trips or other business of the District as dictated by Federal income tax regulations. The mileage rate shall be increased as the IRS allowance is increased.

11.3 Insurance Benefits. The Board shall provide hospital and medical insurance for all employees as specified herein.

11.31 The Board shall provide coverage by an insurance carrier determined collectively by the Board and the Association. In the event of the establishment of a National Health Care Plan, the Board and Association will re-evaluate insurance to be equivalent or better as outlined in 11.32.

11.32 The Board will pay the full premium as of contract year, 1997-98, for the equivalent of Super Care I MESSA PAK "A4 and B4", as attached, in compliance with 11.31. *During each June of 1998 through June of 2002, the Board and the association negotiating team shall review any increased medical costs and collectively seek any needed reductions to minimize any costs to the employee through the bidding process.* The negotiation of future contracts may be subject to limitations as to the amounts of insurance cost increases fully covered by the Board.

As appropriate, and in compliance with IRS Section 125, each full-time employee may elect their desired coverage.

11.33 The Board will make the policy coverage provided in Section 11.31 available to all regular school year employees employed half-time or more on a pro rata basis but less than full-time (defined as 35 hours per week) and shall pay coverage on the applicable policy premium as follows:

Insurance coverage to be paid on a pro rata basis determined as the ratio of the employee's regularly scheduled hours per week to the number of hours per week for full-time employees of that classification.

11.331 For the purpose of Article 11, an employee shall be considered "eligible" for coverage by the Board to a maximum (for full-time) or pro rata for part-time (one-half or more) employees toward insurance premiums as provided in Section 11.32.

11.332 Employees who are regularly assigned to work less than eighteen (18) "duty hours" per week shall not be eligible for any health benefits.

11.4 Bargaining unit members not electing health insurance coverage may elect MESSA-PAK PLAN B4 or up to \$300/month in benefits. Those members choosing Plan B have up to an additional \$50.00 per month allowance toward insurance options. Employees choosing \$300/month in benefits must sign a waiver that they have health insurance coverage under another plan.

11.5 Retirement. Pursuant to authority set forth in Public Act 244 of the Public Acts of 1974, as amended, the Board of Education agrees that it shall pay the employee contribution to the Michigan Public School Employees Retirement Fund, as required by law.

APPENDIX A

1997-2002 SALARY EXPERIENCE PAYMENT PLAN

	BA	BA+18	MA/BA+30	MA+15/ 45 HR MA	MA+30/ 60 HR MA
(minimum)	27,500	28,250	29,000	29,950	30,900
(maximum)	36,189	37,231	37,948	38,947	39,906
(4)	37,988	39,349	40,066	41,105	42,065
(5)	39,786	41,468	42,184	43,243	44,224
(6)	41,586	43,586	44,302	45,382	46,382
(7)		45,704	46,421	47,541	48,541
(8)		47,822	49,181	50,416	51,534

1997-98 STAFF SALARY SCHEDULE

Bell, Sandy	BA	33,271
Bermudez, Ann	BA+18	47,823
Bos, Susan	BA+18	38,290
Caskey, Kay	MA+30	51,533
Dunn, Mary	MA	49,181
Fowle, Penny	BA+18	38,290
Johnson, Barbara	60 HR MA	37,746
Listenberger, Judy	BA	41,579
Rucinski, Lori	BA	33,666
McDaniel, Rosie	MA+30	31,150
Miller, Jody	MA	33,828
Minor, Wendy	BA+30	43,244
Moses, James	BA+30	49,181
Perkins, Rod	MA+15	50,416
Shugars, Lynn	MA+30	42,065
Snyder, Dorothy	BA+30	46,421
Stull, Sylvia	MA+30	51,533
Tillinghast, DeLisa	BA+18	37,231
Weingarten, Eileen	MA+15	42,174
Winchester, Karen	BA+18	47,823
Wood, Karen	MA+30	51,533

APPENDIX B

**LEWIS CASS INTERMEDIATE SCHOOL DISTRICT
1997-98 SCHOOL YEAR CALENDAR**

<u>Month</u>	<u>New Staff</u>	<u>Staff</u>	<u>Student Days</u>	
Aug	9	8	5	New Staff - Tues, Aug 19 All Staff - Wed, Aug 20 Students First Day - Mon, Aug 25 Fri, Aug. 29 (Students ½ day)
Sep	21	21	21	Labor Day - Mon, Sep 1 - No School Fri, Sep. 19 (Students ½ day)
Oct	23	23	23	Teacher In-Service - Tue, Oct 21 (Students - ½ day)
Nov	18	18	18	Thanksgiving Recess - Nov 27 & 28 Wed, Nov. 26 (Students ½ day) Thur, Nov. 13 - Parent/Teacher Conferences in the evening
Dec	15	15	15	Winter Vacation begins end of day for All Staff - Fri, Dec 19
Jan	20	20	20	School Resumes - Mon, Jan 5 Fri, Jan. 23 (Students ½ day)
Feb	18	18	18	Mid-Winter Break - Feb 16 & Feb 17 Fri, Feb. 13 (Students ½ day)
Mar	20	20	20	Fri, Mar. 20 (Students ½ day)
Apr	18	18	18	Spring Break - Mon, Mar 30 - Fri, Apr 3 Good Friday - Fri, Apr 10 Fri, Apr. 24 (Students ½ day)
May	20	20	20	Memorial Day - May 25 - No School Wed, May 13 (Students ½ day)
Jun	5	5	4	Last Day for Students - Thur, Jun 4 (Students - ½ day) Last Day for All Staff - Fri, Jun 5
	<hr/>	<hr/>	<hr/>	
	187	186	182	

SMI SUMMER PROGRAM - 1998

	<u>Contract Days</u>	<u>Student Days</u>	
Jun	17	18	Summer programs begin -- Fri., Jun 5 for Staff and Students
Jul	22	22	Independence Day - Fri., Jul 3 - No School
Aug	10	10	Summer School ends end of day -- Fri., Aug 14
	<hr/>	<hr/>	
	49	50	

APPENDIX C
MESSA-PAK Summary

	PLAN A4	SUPER CARE I
LTD	60% Plan I 180 calendar day modified \$2,500 maximum Alcohol/drug -- 2 year Mental/nervous -- 2 year	
Delta Dental Plan	50/50	
Negotiated Life	\$10,000 with AD&D	
Vision	VSP-1	

	PLAN B4
Delta Dental Plan	60/60/60: \$600
Vision	VSP-1
Negotiated Life	\$15,000 with AD&D
LTD	60% Same as above

ARTICLE XII -- NEGOTIATIONS

12.1 Renegotiation. The negotiation of a new Agreement shall begin upon the written request of either party made not more than one hundred fifty (150) calendar days prior to the expiration of this Agreement. However, upon mutual agreement, any provision of this contract may be reopened at any time for negotiations at the request of either party.

12.2 Replacement Provision. If any provision of this contract shall be found to be contrary to existing state or federal statutes, a replacement provision shall be negotiated upon the request of either party.

12.3 Rules. Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.

12.4 Negotiators. Neither party shall have any control over the selection of the negotiating representatives from within or outside the School District. However, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until it has been approved by both parties.

12.5 Notices. Any notice given pursuant to this Agreement shall be deemed to have been received five (5) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

Office of the Superintendent
Lewis Cass Intermediate School District
61682 Dailey Road
Cassopolis, Michigan 49031

President, Lewis Cass Intermediate Education Association
Lewis Cass Intermediate School District
61682 Dailey Road
Cassopolis, Michigan 49031

Southwestern Michigan Education Association
1170 W. Michigan Ave., Suite 4
Three Rivers, Michigan 49093

ARTICLE XIII -- SITE BASED MANAGEMENT

We support site based decision making and the elements therein as defined in the handbook.

ARTICLE XIV -- GENERAL PROVISIONS

14.1 Contract Representatives. Each party shall designate in writing the name of its authorized representative to administer the contract and such representatives shall meet at least monthly during the term of this Agreement.

14.2 Should the Board anticipate that substantial changes in the working conditions will become necessary, including but not limited to policy changes, building transfers or overhauls, layoffs, program changes, etc., it will consult with a committee of the Association, appointed by the Association President, seeking input and suggestions.

14.3 Nondiscrimination. Each of the parties agree that the provisions of this Agreement shall be applied uniformly and all benefits and privileges accorded under this Agreement shall be administered to all employees in a fair and equal manner.

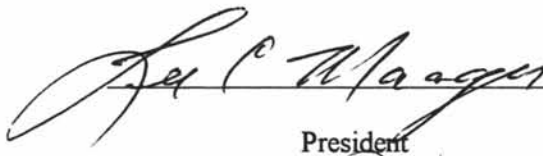
14.4 Entire Agreement Clause. This Agreement supercedes and cancels all previous Agreements between the Board and the SMEA.

14.5 Duplication of Agreement. Copies of this Agreement entitled "Professional Agreement between the Lewis Cass Intermediate School District and the SMEA-MEA-NEA" shall be printed at the expense of the Board within thirty (30) days, or as soon thereafter as possible after the Agreement is signed. A copy shall be presented to each employee in the bargaining unit now employed or hereafter employed. Further, the Board shall furnish one (1) copy of the Master Agreement to the SMEA for its use. The Board shall be reimbursed for any additional copies furnished to the SMEA.

14.6 Effective Date and Termination. This contract shall become effective as of the 1st day of September, 1997, and shall remain in full force and effect until midnight, August 31, 2002, except as a provision shall by its express terms extend for a longer period. In witness whereof the parties have caused this Agreement to be executed as of June, 1997.

LEWIS CASS INTERMEDIATE BOARD
OF EDUCATION

SOUTHWESTERN MICHIGAN EDUCATION
ASSOCIATION/MEA



President



UniServ Director



Secretary



LCIEA/SMEA President

LETTER OF UNDERSTANDING

After School Detention

The following is to be included in the 1997-2002 Professional Agreement between the Lewis Cass Intermediate School District and the SMEA-MEA-NEA.

LCIEA members have agreed to the following in regards to after school detention:

- 1) A flat daily rate of \$50.00 will be paid to staff members working detention, 4:00 - 9:00 p.m. maximum.

- 2) A flat rate of \$20.00 per day will be paid to staff members working detention part-time, 2:30 - 4:00 p.m.

Date

LCIEA/SMEA President

Date

LCISD Board of Education