

**2009 - 2012**

**PROFESSIONAL AGREEMENT**

**BETWEEN THE**

**LEWIS CASS INTERMEDIATE SCHOOL DISTRICT**

**AND THE**

**SMEA-MEA-NEA**

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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 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; paraprofessionals, 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 (more than 90 days) 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.
- 2.15 Teacher means any member of the bargaining unit who is also a certified teacher as recognized by the Michigan Teacher Tenure Act.
- 2.16 Association means the Lewis Cass Intermediate Education Association (LCIEA) and Southwestern Michigan Education Association (SMEA)/MEA/NEA.
- 2.17 Board means the Board of Education of the Lewis Cass Intermediate School District or its designee.

## 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, assign 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, assignment, 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 all forms of technology now being used 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 Except in the case of normal Association/District business if Non-Association staff are used to assist the Association during regular work hours, then the Association will have to pay for those employee's time. District employees shall not be used for SMEA purposes during their regular hours of employment.

4.13 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.

4.14 Board Minutes. Minutes will be posted on the ISD website, and posted at North Pointe Center and Brookside.

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.

4.15 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.

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

4.1511 SMEA Membership Fee. The fee shall be all dues uniformly required of members of the Association.

4.1512 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 4.1511.

4.1513 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. The Association Executive Council shall determine if the charitable organization is appropriate for those that choose to use this method.

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

4.152 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.

4.153 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.

4.1531 Where an employee elects the Charitable Organization Fee option, the employee shall pay such fee directly to the organization selected by the employee and approved under Article 4.1513 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.

4.1532 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.

4.154 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 Lewis Cass Intermediate School District, the Board of Education, including each individual Board Member and the Board's Administrative employees and agents 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 Employee's Supervisor. Disciplinary or other meetings scheduled by the Administration shall automatically indicate express approval.

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 completed the required probationary period. Teachers previously tenured in the State of Michigan shall serve a two year probationary period and teachers not previously tenured in Michigan shall serve a four year probationary period. Nothing in this Article is intended to extend tenure to professional staff who do not qualify under the Michigan Teacher Tenure Act. Employees not covered by the Michigan Teacher Tenure Act shall be subject to probationary periods that are in line with those in the 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. The primary purpose of this evaluation process is to identify specific ways a professional employee may increase his/her 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. The absence of an evaluation in the three year tenure evaluation cycle or the annual evaluation of probationary employees shall indicate satisfactory performance for the period of time to be covered by said evaluation. 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 and shall minimally consist of a review of the evaluation process and the evaluation tool to be used, observations, post-observation conferences and a written evaluation. The review of the process and the evaluation tool can be in written form or in a group meeting. Both formal and informal observations may be used in the evaluation process.

- 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. At any

conference resulting from this request, an employee shall have the right to have a SMEA representative present.

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 at a minimum under the same conditions. Each evaluation of probationary employees shall be based on a minimum of two classroom observations held at least sixty days apart and of no less than thirty minutes duration each. The first observation of probationary employees must be completed before the end of the first semester. The evaluation of tenured (non-probationary) employees shall be based on a minimum of two observations of at least thirty minutes each during the period of time covered in the evaluation. Post-observation conferences shall include a written summary/review of the observation.

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 but in no case shall the timelines of the Michigan Teacher Tenure Act be extended.

5.1222 Probationary employees shall minimally be evaluated once per school year. The final, formal evaluation must be completed before April 15.

5.1223 The evaluations of non-probationary employees shall be completed by May 15 of the applicable school year.

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 before 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. The employee shall receive verbal or written notice no less than the end of the previous business day prior to a formal evaluation.

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 or person conducting the evaluation. 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 evaluation. Such evaluation shall be based on the results of the formal evaluation(s), the employee's overall job performance as well as the classroom or job performance observations. The employee receiving the written evaluation may request that an SMEA representative be present at the meeting.
- 5.128 Probationary employees shall be notified a least sixty (60) calendar days before the end of the spring semester, or, for those employees hired on October 1 or later of a school year, at least sixty (60) calendar days prior to the employee's anniversary date, 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.
- 5.13 Complaints Procedure. Any oral complaint by someone other than a Lewis Cass Administrator directed toward an employee shall be called to the employee's attention if the complaint is to be used in any evaluation or discipline of the employee. 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 merit, a conference will be scheduled with the employee, who has the right to SMEA representation.
- 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 in writing (i.e. "cc") of that fact. Placement of outside complaints in an employee's personnel file shall be subject to the grievance procedure.
- 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 ISD business, shall be reported and put in writing as soon as possible to the

Superintendent or a designated representative. The Superintendent or a designated representative shall determine the need to file a report of the incident with the appropriate law enforcement agency. 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. Nothing in this Agreement shall preclude an employee from making an incident report to any law enforcement agency.

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 written (i.e. "cc") 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. The employee shall have the right to attach an explanation or rebuttal to any materials placed in their personnel file.

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 or designee 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 unless the removal of such materials is contrary to state or federal statutes. 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. The Board shall be responsible for all training necessary to implement 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 11.11.

6.11 Each employee will be regularly scheduled to work no more than thirty-five hours and twenty-five minutes 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 twenty-five minute weekly schedule.

6.12 Working Day. The working day shall total seven hours and thirty-five minutes from start to finish including one half (1/2) hour lunch period. A one half workday consists of three hours and thirty-five minutes. 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 hour thirty-five minute 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 at 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 Fridays following staff meetings which extend beyond regular work hours. 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 3:15 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 with prior written agreement between employee and

administration as long as it doesn't interfere with student contact time. Personal documentation is required. 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 or in the case of employees assigned to off-site programs, the lunch break shall be in line with the schedule of the off-site district.
- 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 If noncertified staff's individual performance/performance responsibilities/job description do 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 clarify the situation.
- 6.151 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. Parent-Teacher conferences will be in agreement with the negotiated Master Calendar or the calendar of the off-site district.

## 6.2 CLASS SIZE

Class size shall be in accordance with the ISD plan.

## 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:

6.3121 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, parents and staff.

6.3122 The Board of Education shall establish the dates of all necessary 'make-up' days, and publicly announce same not later than April 15 unless such days occur on or after April 15, in which case the days shall be the next consecutive days at the end of the scheduled school year.

6.3123 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 6.3121 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 11.11 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 except in cases of emergency. Employees will have forty-eight (48) hours notice prior to such meetings except in cases of emergency. Meetings may be scheduled after regular duty hours when deemed necessary by the Administration. Such meetings shall not extend beyond 4:30 p.m. unless there is mutual agreement between the parties and shall not be scheduled more than twice per month.

6.34 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 run by the ISD, and in each building that houses an ISD program but is not run by the ISD, 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 parties recognize there will be mandatory in-service programs throughout the school year. Input from employees will be considered in scheduling in-service programs. The parties also recognize the value of voluntary participation by ISD employees in other in-service activities held outside of the regular scheduled employee 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 have prior approval 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.) The parties understand and agree there are Professional Development requirements that must be met by the Board and the employees as detailed in the Michigan Revised School Code. The requirements include five days of Professional Development each year for all staff. In addition, new teachers will be required to attend fifteen days over the course of the first three years of teaching.

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 procedures in a manner consistent with Michigan School Law.

6.7 MEDICALLY FRAGILE STUDENTS

Situations may 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 AND ASSIGNMENTS**

7.1 VACANCIES

For purposes of this Agreement a vacancy shall be defined as an opening in the bargaining unit due to the creation of a position or due to the death, retirement, resignation or termination of a bargaining unit member and which the Board intends to fill.

7.11 Posting of Vacancies: Vacancies occurring within the bargaining unit shall be posted in a designated place in each district building along with a copy posted on the district web site and mailed to the association president. Positions shall be posted for at least ten school days. In the event of there being less than 10 days remaining in a given academic school year at the time of posting, positions shall be posted for a minimum of 15 days. Vacancies will only be posted after any changes in assignments have been made.

7.12 Filling of Vacancies: Bargaining unit members may apply for vacant positions by submitting a written notice to the person indicated on the posting within the timelines of the posting (i.e. 10 days). Positions shall be filled by the administration with consideration given to certification, qualification, education, and experience. All factors being equal, the qualified applicant with the most seniority with the district shall be awarded the position, with consideration given to 7.2 of this Article.

7.13 During the summer recess, the Board may fill any vacancies which arise within the twenty (20) day period prior to the first day of scheduled classes by observing a five (5) day posting period, provided that the Association is given prior notification, except that:

7.131 No vacancy posted prior to the twenty (20) day period shall be posted for less than ten (10) days, except by mutual agreement between the parties.

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

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 of Administration and shall be done in accordance with state guidelines.

7.21 Change in Assignment. Employees who will be affected by a change in assignment will be consulted by their supervisor at least 30 calendar days in advance of proposed change. In the event of an emergency, employees who will be affected by a change in assignment will be consulted by their supervisor as soon as possible. Effort will be made to avoid reassigning probationary teachers. No change in assignment of any employee will be made without reviewing other available options.

7.22 Request for a change in Assignment. An employee may request a change in assignment. Such request must be made in writing to the Superintendent or designee no later than the close of business on the last day of the regular school year.

7.23 Extended School Year. All personnel assigned to summer sessions, 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. Should regular school year employees decline summer employment, the positions will be posted and filled as per 7.11 and 7.12. In the event of more than one eligible application, the selection will be made based on certification, qualification, and experience. All factors being equal, the qualified applicant with the most seniority within the district shall be awarded the position. Calculation of compensation for extended school year programs shall be as detailed in 11.11.

## **ARTICLE VIII – LEAVES**

### **8.1 PAID LEAVE**

At the beginning of each school year, each employee shall be credited with twelve (12) days of paid leave for their contract

year. One (1) day of paid leave shall be credited for each-twenty (20) days of additional employment beyond the regular school year. The unused portion of paid leave days shall accumulate from year to year to a maximum of 180 days at the beginning of any school year. Employees shall be provided an up to date paid leave total at the beginning of each school year. Leave days shall be available for use immediately on the first day of school, however all such days shall be deemed to be earned on an accrual basis, one day earned for each 15.5 days of employment. Employees on leave subject to sections 8.34 and 8.35 of this article shall not accrue paid leave days for the duration of the leave, the result of which may be an adjustment to the twelve (12) days previously credited for the current school year. In the event that an employee has used more paid leave days than they have accrued up to the time of the leave, an appropriate pay deduction will be made. In the event any employee leaves the employment of the ISD for any reason and has, prior to separation, used more paid leave than he/she has correct accrued to the time of separation, an appropriate deduction from pay owed to the employee shall be made to the overage of leave. A new employee shall be ineligible for paid 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 paid 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 paid leave for absence due to illness in their immediate family, to include children, spouse, parents or legal dependents.

8.121 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.

8.122 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 paid leave; and any such examination shall be at the expense of the Board.

8.123 Notification of Illness. An employee who knows he/she will be absent due to illness or disability shall make every attempt to notify his/her immediate supervisor or administrative designee 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.

## 8.2 PERSONAL BUSINESS LEAVE

Paid leave days may be used each year at the employee's discretion and with the advanced written approval of their immediate supervisor. Employees desiring to use such days shall notify their supervisor in writing of their intent at least five (5) days prior to the day on which such leave commences, except in cases of emergency or extenuating circumstances in which case verbal approval from the employee's immediate supervisor is required and must be followed with written documentation after returning to work. Such days are intended to be used for personal business which cannot be scheduled at another time and is not to be used to extend vacations or holiday breaks or to be used for profit. Personal Business Days shall be limited to three (3) days per year and no more than two (2) consecutive days and shall be granted upon proper application and administrative approval. Use of Personal Business Leave for funeral or extenuating circumstances shall be considered by the administration if days are available.

## 8.3 PAYMENT OF ACCUMULATED ANNUAL LEAVE DAYS

Upon separation, after 10 years of accumulated employment at Lewis Cass ISD and written notice to the Board of Education no later than March 1, an employee shall be paid for all unused annual days accumulated up to 180 days at the then prevailing per diem casual substitute salary. The payment will be made over a three (3) month period following the date of separation 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 13, 020 total hours (186 days x 7 hours per day x 10 years). Employees who have earned more than the 180 day maximum at the end of any school year shall be compensated at the rate of \$50 for each day they have earned above that maximum. Payout for such days shall be at the end of the school year but not later than June 30.

## 8.4 FUNERAL LEAVE

An employee may take paid funeral leave exclusive of accumulated sick leave for assisting with the arrangements and attending

funerals as detailed below.

- 8.41 Up to five (5) days of paid funeral leave per incident shall be granted for a death in the employee's immediate family, to include spouse/partner, child, parent, sibling or grandchildren. Step relations shall have the same status as any others listed above in this section.
- 8.42 Up to three (3) days of paid funeral leave per incident shall be granted for the death of an employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparents, or any other step relative not listed in Section 8.41.
- 8.43 One day of funeral leave per incident shall be granted to attend the funeral of a person in the family (i.e. aunt, uncle, cousin) or who in the past and over many years has had an immediate family-like relationship with the employee.
- 8.44 If an employee or former employee of the District were to die, the District will work with the Association so that staff can be released to attend the funeral.
- 8.45 Funeral leave for others not listed in this section shall be granted under Section 8.2, Personal Business Leave. If paid leave days are not available, an employee may choose, with administrative approval, to take days without pay for such funeral leave.

## 8.5 SHORT-TERM LEAVES

The following leaves shall be granted subject to the following conditions:

- 8.51 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.
- 8.52 Jury Duty or Court Proceedings. An employee shall be entitled to leave with pay for jury service. In the event an employee qualifies for leave under this section, 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.
- 8.521 An employee shall also be entitled to use any leave available when subpoenaed to appear as a material witness in a legal proceeding to which neither the employer nor the SMEA is a part litigant.

8.53 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.

8.54 Other Leaves. Requests for extended leave other than for illness or disability, jury, funeral or Association as above must be submitted in writing to the Board or designee. All such requests shall be given a written response in a timely manner.

8.55 Family and Medical Leave Act. Please refer to the Act itself to determine eligibility. To obtain a copy of the Act or the District's FMLA policy, contact the Superintendent's Office. Anyone accessing this leave will be required to draw down on accumulated annual leave days excluding Article 8.6. Paid leave days and FMLA run concurrently.

## 8.6 LONG-TERM LEAVES

Leaves following, when granted, shall be without compensation and benefits, except as stated otherwise:

8.61 Military Leave. An unpaid leave of absence shall be granted to any employee who is called up to active duty, or is drafted for active military duty, or enlists for active military duty in any branch of the armed forces of the United States or the National Guard or Coast Guard while a call-up of military reserves or a draft is in effect.

The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment.

Upon honorable separation from active duty, the employee shall be reinstated with full credit on the salary payment plan for the time in service, not to exceed five (5) years, to the first available vacancy for which they are qualified. However, if the duration of the employee's absence shall be less than ninety-one (91) days, the employee shall be entitled to return to their former position upon return from leave.

A re-employed employee will not suffer a break in service because of military service.

8.62 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.

8.63 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:

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

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

8.633 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.

8.634 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.

8.635 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.

## 8.7 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 they are qualified. An employee returning from a leave of ninety (90) days or less shall return to their original position.

8.71 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 and this Agreement. The 'temporary substitute' shall not be a member of the bargaining unit while serving in such capacity unless otherwise included by the terms of this Agreement 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'.

8.72 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 thirty (30) 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.

8.73 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.

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

8.75 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.

8.76 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.

## 8.8 CERTIFIED STAFF SICK LEAVE BANK

The Association shall be authorized to administer a sick bank program. A report of days credited to the sick bank shall be delivered to the business office prior to October 1<sup>st</sup> of each year. Notice is to be promptly reported to the business office when sick bank days are allocated for withdrawals from the common bank as determined by the committee and in accordance with guidelines established below. The Association may establish additional guidelines as it deems necessary.

- A. Members will be eligible to apply for withdrawal of days from the bank after the expiration of the greater of (1) the member's accumulated paid leave days, or (2) a waiting period of 10 work days during the school year. Application must be on the form provided by the Sick Leave Bank Committee.
- B. When a member returns to work from a disability leave and he/she has a recurrence of the same disability within the six (6) month period immediately following return to work, he/she may request a waiver of the waiting period above from the Sick Leave Bank Committee (SLBC).
- C. No member can use more than thirty (30) days per incident or per year.
- D. The use of the sick leave bank days is for the use of the member's personal illness or disability.
- E. Each new member will contribute two (2) days from his/her annual leave initially. New members must notify the SLBC of their intent to join no later than September 15. All other members will contribute one day by October 1<sup>st</sup> of each school year.
- F. A person withdrawing from membership in the bank must notify the SLBC no later than September 15 and will not be able to withdraw any contributed days. If that person later decides to rejoin the Sick Leave Bank they will be considered to be a new member.
- G. A member withdrawing days from the bank must submit a medical report to the SLBC. Additional reports must be submitted every ten (10) days.
- H. A member who is eligible to collect short or long term disability insurance from any source will not be eligible for sick bank usage simultaneously.
- I. Sick leave bank accumulation shall not exceed two hundred and ten (210) days. A member cannot donate more than two (2) days of their annual leave per year.
- J. At the time the sick leave bank contains one hundred and eighty (180) days, current members will not be obligated to contribute sick days until the number of days in the bank are less than one hundred and sixty (160) days. New members will contribute their initial two (2) days and then one (1) day each year for the next three years.
- K. 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, unless the bank is at or above one hundred eighty (180) days.
- L. A member must make application to the SLBC prior to usage of any days.
- M. The SLBC shall be composed of the Executive Committee of the local Association.

**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 no later than October 1<sup>st</sup> to all employees. The list will include date hired and degree earned. No changes shall be made to information carried over from a previous year. 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 least senior employee, 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 and Association shall be notified.

9.2 Additional education or skills acquired by the employee while on layoff shall not affect 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 and must inform the supervisor prior to the meeting that the purpose is for a discussion of a possible grievance.

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 five (5) 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 ten (10) 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 five (5) days of receipt of the grievance, the supervisor shall schedule a meeting with the SMEA and the employee in an effort to resolve the grievance. This meeting shall take place within ten (10) days of the initial receipt of the grievance at Level 2. The supervisor 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.

### 10.3 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 five (5) days of such meeting, the grievance may be appealed to the Superintendent. The appeal shall be filed no later than five (5) 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 schedule a meeting with the employee and/or the SMEA on the grievance. This meeting shall take place within ten (10) days of the initial receipt of the grievance at Level 3. The Superintendent or his designee 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, 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 to the American Arbitration Association by the SMEA for 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 Each party shall be responsible for the respective 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 salary schedule shall increase 1% for 2009-2010 (Appendix B1), and 1% for 2010-2011& 2011-2012 (Appendix B2) except as may be modified by the provisions of Section 11.32.

11.11 The salary payment plan is based upon the regular school calendar 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 (from school calendar) = Daily Rate ÷ 7 equals Hourly Rate

Employees working less days or hours per day compared to the regular school calendar shall have their pay reduced by means of the same method of computation.

11.12 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
- B) Twenty-Two substantially equal installments, spread over approximately ten months
- C) Twenty-Six substantially equal installments, with an option to receive a lump sum payment at the end of the school year.

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

11.13 Academic or Certification Advancement. Academic or certification advancement on the salary payment plan shall be made at the beginning of the next academic year or with the first pay period in January 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.

11.131 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 or workshop fees. The Board of Education, each year, shall allocate a fixed dollar amount dependent upon financial resources, but not less than six thousand dollars (\$6,000.00) annually. Reimbursement of tuition or workshop fees shall not exceed the Western Michigan University in-state graduate credit hour cost for the current school year and shall not exceed 6 semester hours or 18 SB-CEU per person per fiscal year. Prior written approval is required to receive reimbursement. If the Special Education Fund Equity falls below a 10% reserve, no monies will be allocated to any employee, whether their 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 to each qualified participant based on a per credit allocation. Per credit allocations shall be determined by dividing the total dollars allocated by the Board by the total number of credits obtained by the qualified participants. Certification of course work successfully completed each school year shall include 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.

11.1311 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.

11.14 Salary Advancement. The salary schedule shall consist of the following five classifications and number of annual steps:

BA	Steps 1-6
BA+18	Steps 1-10

MA/BA+30	Steps 1-15
MA+15/45 Hr MA	Steps 1-16
MA+30/60 Hr MA	Steps 1-16

Hours for the above classifications are for semester hours earned after the previous level was obtained.

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 if required by the District as dictated by Federal income tax regulations.

11.3 INSURANCE BENEFITS

The Board shall provide hospital and medical insurance for all employees as specified in Appendix A.

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 For the 2009-2010 school year the Board will pay the premium for the equivalent of MESSA Choices II insurance. For the 2010-2011 & 2011-2012 school years, the Board will pay the first 7% increase in the insurance premium. If the premium increase is greater than 7%, then any increase between 7% and 11% will reduce the salary increase in Section 11.1.

The salary increase will be as follows:

- If the insurance increase is 0 - 7.5% the salary increase will be 1%;
- If the insurance increase is 7.51% - 8.5% the salary increase will be .75%;
- If the insurance increase is 8.51% - 9.5% the salary increase will be .5%;
- If the insurance increase is 9.51% - 11% the salary increase will be .25%;
- If the insurance increase is greater than 11%, there will be no salary increase.

If the insurance premium increase is greater than 11%, the parties will split equally the premium increase above 11% by use of a Section 125 payroll reduction plan.

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 half time shall not be eligible for any Board paid health benefits.

11.4 Bargaining unit members not electing health insurance coverage may elect MESSA-PAK PLAN PAK B 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.

### **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  
P.O. Box 229  
Berrien Springs, MI 49103

**ARTICLE XIII -- GENERAL PROVISIONS**

13.1 CONTRACT REPRESENTATIVES

Each party shall designate in writing the name of its authorized representative to administer the contract.

13.2 Should the Board anticipate that substantial changes in the working conditions will become necessary, including but not limited to 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.

13.3 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.

13.4 ENTIRE AGREEMENT CLAUSE

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

13.5 DUPLICATION OF AGREEMENT

Copies of this Agreement entitled "Professional Agreement between the Lewis Cass Intermediate School District and the SMEA/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.

13.6 Effective Date and Termination. This contract shall become effective as of the 1st day of September, 2009, and shall remain in full force and effect until midnight, August 31, 2012, except as a provision shall by its express terms extend for a longer period. In

whereof the parties have caused this Agreement to be executed as dated below.

LEWIS CASS INTERMEDIATE BOARD  
OF EDUCATION

SOUTHWESTERN MICHIGAN EDUCATION  
ASSOCIATION/MEA

\_\_\_\_\_  
President

\_\_\_\_\_  
UniServ Director

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
SMEA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**MESSA-PAK Summary**

Major Medical	MESSA Choices II
	\$10/20 RX
Long Term Disability	60% of Max Eligible Salary
	Maximum Monthly Benefit \$2,500.00
	Max Eligible Monthly Salary \$4,167.00
	180 Calendar Days Modified Fill Elimination Period
	COLA No
	Mental/Nervous Two Years
	Alcohol/Drug Two Years
	5% Minimum Payout
	Pre-existing Limits Waived
	Family Social Security Offset
	No Survivor Income
	Freeze on Offsets
	No Educational Supplement
	2 Year Own Occupation
Life Insurance	Life volume requested \$10,000.00
	Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$10,000.00
Vision	VSP 1
Dental	50/50/50: 1,000.00 Annual Max
	No Orthodontics: 0.00 Lifetime Max
	Two Cleanings Per Year
	No Adult Orthodontics

**PAK B**

Delta Dental Plan	60/60/60: \$1,000 Annual Max
	60:600.00 Lifetime Max
	Two Cleanings Per Year
Vision	VSP-1
Life Insurance	Life volume requested \$15,000
	Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$15,000.00
LTD	60% (Same as above)

# APPENDIX B1

## 2009-2010 Salary Schedule

	BA		BA+18		MA/BA+30		MA+15/45H		MA+30/60H	
1	100.00	<b>36,991</b>	102.10	<b>37,768</b>	104.20	<b>38,545</b>	106.90	<b>39,543</b>	109.60	<b>40,542</b>
2	103.50	38,286	105.80	39,137	108.10	39,988	111.00	41,060	113.90	42,133
3	107.00	39,580	109.50	40,505	112.00	41,430	115.10	42,576	118.20	43,723
4	110.50	40,875	113.20	41,874	115.90	42,873	119.20	44,093	122.50	45,314
5	114.00	42,170	116.90	43,243	119.80	44,316	123.30	45,610	126.80	46,904
6	117.50	43,464	120.60	44,611	123.70	45,758	127.40	47,126	131.10	48,495
7			124.30	45,980	127.60	47,201	131.50	48,643	135.40	50,086
8			128.00	47,349	131.50	48,644	135.60	50,159	139.70	51,676
9			131.70	48,717	135.40	50,086	139.70	51,676	144.00	53,267
10			135.40	50,086	139.30	51,529	143.80	53,193	148.30	54,858
11					143.20	52,971	147.90	54,709	152.60	56,448
12					147.10	54,414	152.00	56,226	156.90	58,039
13					151.00	55,857	156.10	57,743	161.20	59,629
14					154.90	57,299	160.20	59,259	165.50	61,220
15					158.80	58,742	164.30	60,776	169.80	62,811
16							168.40	62,292	174.10	64,401
Increments:	3.5%	1,295	3.7%	1,369	3.9%	1,443	4.1%	1,517	4.3%	1,591

## APPENDIX B2

### 2010-2011 Salary Schedule

	BA		BA+18		MA/BA+30		MA+15/45H		MA+30/60H	
1	100.00	<b>37,361</b>	102.10	<b>38,145</b>	104.20	<b>38,930</b>	106.90	<b>39,939</b>	109.60	<b>40,948</b>
2	103.50	38,669	105.80	39,527	108.10	40,387	111.00	41,471	113.90	42,555
3	107.00	39,976	109.50	40,910	112.00	41,844	115.10	43,003	118.20	44,161
4	110.50	41,284	113.20	42,292	115.90	43,301	119.20	44,534	122.50	45,768
5	114.00	42,592	116.90	43,674	119.80	44,758	123.30	46,066	126.80	47,374
6	117.50	43,899	120.60	45,057	123.70	46,215	127.40	47,598	131.10	48,981
7			124.30	46,439	127.60	47,672	131.50	49,130	135.40	50,587
8			128.00	47,821	131.50	49,130	135.60	50,662	139.70	52,194
9			131.70	49,204	135.40	50,587	139.70	52,193	144.00	53,800
10			135.40	50,586	139.30	52,044	143.80	53,725	148.30	55,407
11					143.20	53,501	147.90	55,257	152.60	57,013
12					147.10	54,958	152.00	56,789	156.90	58,620
13					151.00	56,415	156.10	58,321	161.20	60,226
14					154.90	57,872	160.20	59,852	165.50	61,833
15					158.80	59,329	164.30	61,384	169.80	63,439
16							168.40	62,916	174.10	65,046
Increments:	3.5%	1,308	3.7%	1,382	3.9%	1,457	4.1%	1,532	4.3%	1,607

2010-2011 wage rates subject to adjustment based on health insurance rate increases as detailed in Article 11.32 of this agreement.

## APPENDIX B2

**2011-2012 Salary Schedule**

Subject to article 11.32

	BA		BA+18		MA/BA+30		MA+15/45H		MA+30/60H	
1	100.00	<b>37,735</b>	102.10	<b>38,527</b>	104.20	<b>39,320</b>	106.90	<b>40,339</b>	109.60	<b>41,358</b>
2	103.50	39,056	105.80	39,923	108.10	40,792	111.00	41,886	113.90	42,981
3	107.00	40,376	109.50	41,319	112.00	42,263	115.10	43,433	118.20	44,603
4	110.50	41,697	113.20	42,716	115.90	43,735	119.20	44,980	122.50	46,226
5	114.00	43,018	116.90	44,112	119.80	45,207	123.30	46,528	126.80	47,848
6	117.50	44,339	120.60	45,508	123.70	46,678	127.40	48,075	131.10	49,471
7			124.30	46,904	127.60	48,150	131.50	49,622	135.40	51,094
8			128.00	48,300	131.50	49,622	135.60	51,169	139.70	52,716
9			131.70	49,697	135.40	51,093	139.70	52,716	144.00	54,339
10			135.40	51,093	139.30	52,565	143.80	54,263	148.30	55,961
11					143.20	54,037	147.90	55,810	152.60	57,584
12					147.10	55,508	152.00	57,357	156.90	59,207
13					151.00	56,980	156.10	58,905	161.20	60,829
14					154.90	58,452	160.20	60,452	165.50	62,452
15					158.80	59,923	164.30	61,999	169.80	64,074
16							168.40	63,546	174.10	65,697
Increments:	3.5%	1,321	3.7%	1,396	3.9%	1,472	4.1%	1,547	4.3%	1,623

**2011-2012 wage rates subject to adjustment based on health insurance rate increases as detailed in Article 11.32 of this agreement.**