

***MASTER
AGREEMENT***
Between
CALHOUN INTERMEDIATE SCHOOL DISTRICT
and

**CALHOUN INTERMEDIATE EDUCATION
ASSOCIATION, MICHIGAN EDUCATION
ASSOCIATION, NATIONAL EDUCATION
ASSOCIATION**

2024-2027

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PREAMBLE

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

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

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

1. RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of The Michigan Public Employment Relations Act, as amended, the Board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining for the term of this Agreement for all employees of the Employer included in the bargaining unit described below: The Board extends to the Calhoun Intermediate Education Association sole and exclusive negotiating rights on behalf of all professional employees regularly employed by the District in, but not limited to, the following categories:

1. Special Education Teachers.
2. School Social Workers.
3. School Psychologists.
4. Occupational Therapists.
5. Physical Therapists.
6. Teacher Consultants for Special Education.
7. Teachers of the Homebound and Hospitalized

8. Speech-Language Pathologists.
9. Transition Coordinators.
10. AT Coordinators.
11. Behavior Specialists.
12. Registered Nurse
13. Other professional employees whose employment requires teacher certification (or approval, authorization or licensure, as applicable).

B. Specifically excluded are:

1. Substitute or Temporary Employees.
 - a. A "temporary" employee is one hired to fill a position for a regular bargaining unit member on approved leave of a fixed duration. The temporary employee, on an annual basis, will be given a contract which will not exceed ten (10) months or the duration of the regular bargaining unit member's leave, whichever is less. If the permanent employee hired is the same employee who has been filling that position on a temporary basis, that employee's seniority and salary step will be from the date hired to fill the temporary position.
 - b. A "substitute" employee is defined as one hired for a regular bargaining unit member who is absent for an indefinite period of time due to illness, or similar situations. A substitute may also be used for up to sixty (60) working days when a vacancy is posted and while the Board is actively seeking a permanent replacement.
2. Employees who supervise, directly or indirectly, any member of the bargaining unit.
3. Employees of non-special education regional programs administered by the Board as fiscal agent.
4. Administrative, Clerical, Custodial, Technical and Food Service Personnel.
5. Teacher Assistants.
6. All Calhoun Area Career Center Employees.

7. Early-On/Child-Find Coordinator
 8. All other employees of the District.
- C. The term "employee" when used in this Agreement shall mean all professional employees covered by this Agreement. There shall be three classifications of employees under this Agreement:
1. "Tenure" employees or "teachers", which shall be defined to include certificated employees holding assignments for which certification is required, according to the provisions of the Teachers' Tenure Act, who have completed the probationary period required by the Teachers' Tenure Act and who have not been denied tenure.
 2. "Non-tenure" employees, which shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Teachers' Tenure Act but who hold state approval or state authorization appropriate to their assignment and who have at least four years of experience in the District.
 3. "Probationary" employees, which shall be defined to include all remaining employees in the bargaining unit exclusive of "tenure" and "non-tenure" employees as above defined.

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

- D. It is further understood that any and all tentative agreements arrived at by the negotiating committee of the Board and the Association are subject to ratification, in accordance with law. Once ratified, this Agreement may be amended at any time by mutual written consent.
- E. If any provision of this Agreement is found contrary to law, then such provision shall be deemed null and void. All other provisions shall continue in full force and effect.

2. BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction and control of the management and administration of the District, its properties and facilities.
 2. The right to hire, evaluate and layoff all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees under the standards set forth in Article 6 of this Agreement, and to promote and transfer employees, and to establish reasonable provisions for their health, safety, and first aid.
 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. The selection of textbooks and teaching materials, and various teaching aides.
 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement. Nothing in this Agreement shall in any way prevent or limit the Board from participating in cooperative educational programs with any entities.

3. ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Formulation of Policies.

1. The Association is encouraged to make its views known to the Board relative to personnel policies.
2. It is understood and agreed that employees shall be encouraged to participate in the free and open exchange of ideas and opinions as protected by the First Amendment.

B. Budget and Finance.

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

C. Payroll Deduction.

Upon the written request and authorization of the employee, The Board of Education authorizes payroll deduction of amounts for MESSA or equivalent insurance, U.S. Bonds, Tax Sheltered Annuities, and direct deposit to employee financial accounts (per CISD policy).

In the event of a verified overpayment in salary or benefits, under the terms of this Agreement, the teacher will make prompt repayment to the District. In the event the teacher fails to make the repayment, the District may deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.477.

D. Records of Absence.

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

E. Orientation for New Employees.

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

The Association will be placed on the agenda for the last one-half (1/2) hour of new employee orientation conducted at the beginning of the school year.

F. Time for Association Business.

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

for the cost of the substitute and, if a substitute cannot be obtained, the Superintendent may deny the absence.

G. Student Records.

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

4. VACANCIES AND QUALIFICATIONS (FOR ANCILLARY STAFF)

- A. A job description including qualifications, essential job functions and responsibilities shall be developed for all unfilled professional staff positions and shall be distributed to current and newly hired employees. All currently employed certified and qualified non-tenure and probationary employees (other than probationary employees who are teachers) shall be given first consideration for appointment to vacant bargaining unit positions. The administration reserves the right to select the applicant (internal or external) who is best qualified for the vacancy.
- B. No vacancy in a bargaining unit position shall be filled, except in case of emergency, until such vacancy shall have been posted for at least five (5) working days.
- C. No vacancy shall be posted under Article 7 of this Agreement that can be filled through recall of a laid off non-tenure or probationary employee (excluding probationary employees who are teachers).
- D. For purposes of assignment or retention under this Agreement, the term "certified" shall mean that the bargaining unit member possesses a Michigan teaching certificate, is enrolled in a program approved by MDE allowing for temporary certification approval, or endorsement appropriate to his/her assignment. If certification is not required for the bargaining unit member's assignment, the appropriate license, approval or authorization (as applicable).

5. EVALUATION PROCEDURES (FOR ANCILLARY STAFF)

- A. The Board will ensure that each probationary employee (other than those probationary employees who are teachers) is evaluated at least annually and that non-tenure employees are evaluated at least once each three (3) years in accordance with the following:
 - 1. Probationary employees (other than those probationary employees who are teachers) and non-tenure employees will be informed of evaluative procedures and instrumentation and advised as to who

shall observe and evaluate their performance. Evaluation documents have been incorporated as Appendix C.

2. Monitoring or observing the work performance of a non-tenure employee or probationary employee (other than those probationary employees who are teachers) will be done openly.
3. The formal evaluation of a non-tenure employee or a probationary employee (other than those probationary employees who are teachers) will be preceded by at least two (2) working observations, each of which shall be at least thirty (30) consecutive minutes in duration.

Evaluations will be discussed with non-tenure employees and probationary employees (other than those probationary employees who are teachers) not later than fifteen (15) working days after the date of the last formal observation supporting the evaluation, if either the employee or the evaluator requests a post-evaluation conference.

Other observable behavior which may result in negative evaluation will be reported to the non-tenure employee or probationary employee (other than those probationary employees who are teachers) within seven (7) working days of the occurrence.

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

The IDP shall specify a time interval for desired performance remediation, which will normally not exceed (2) semesters.

5. Each non-tenured and probationary bargaining unit member (except probationary teachers) will be provided with a signed copy of the formal evaluation. The employee shall sign for receipt of the evaluation at the time it is provided to him/her. This signature does not mean that the employee is in agreement with the formal evaluation.

6. Non-tenured and probationary bargaining unit members (except probationary teachers) will be informed of any evaluative data which is to be included in their respective personnel files and given an opportunity to discuss it with the evaluator.
 7. If a non-tenured or probationary bargaining unit member (except a probationary teacher) does not agree with an evaluation report or other written report prepared for his personnel file, he shall have an opportunity to discuss the report with his immediate supervisor and the Superintendent.
 8. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other costs such as enrollments, course and/or registration fees.
 9. A probationary bargaining unit member's (other than a probationary teacher's) supervising administrator shall provide that bargaining unit member with an IDP at a conference called by the evaluator for that purpose. The probationary bargaining unit member (other than a probationary teacher) shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
- B. Evaluations of non-tenured and probationary bargaining unit members (other than probationary teachers) shall be in writing. Copies of completed evaluations shall be placed in the employee's personnel file maintained in the Human Resources Office along with any written responses the employee may wish to make to such evaluations.
- C. Each employee shall have the right upon request (1 business day notice) to review the contents of his personnel file with or without a representative of the Association. The review will be made in the presence of the person responsible for the safekeeping of such files.

The Board and the Association recognize that employee personnel records maintained by the District are subject to disclosure under the Freedom of Information Act, as interpreted and applied by Michigan appellate courts. If the District is served with a Freedom of Information Act request (or a subpoena or other request for civil discovery) it will notify the bargaining unit member of the request, in advance of complying with the disclosure

request. Notice is sufficient if sent by the District to the bargaining unit member's address of record, as on file in the District's central office.

6. DISCHARGE AND DEMOTION

- A. Discharge, demotion, or other involuntary change in the employment status of a non-tenure bargaining unit member (as defined in Article 1 of this Agreement) shall be for just cause.
- B. The Association may support a teacher seeking a remedy under either the Tenure procedure, if applicable, or through arbitration; however, should the teacher elect to pursue the Tenure procedure, such election will bar any further or subsequent proceedings under the grievance/arbitration provisions of this Agreement.

7. LAYOFF AND RECALL (FOR ANCILLARY STAFF)

A. Layoff Procedure.

In order to promote an orderly reduction in bargaining unit personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used. These procedures apply only to non-tenured and to probationary bargaining unit members (other than those probationary bargaining unit members who are teachers).

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

Inverse order of seniority means that those within the affected classification(s) with least seniority are to be laid off first. For

the purposes of this Article "seniority" is defined to mean the amount of time an individual is continuously employed as a member of the bargaining unit within the District.

- c. Seniority in the context of reduction within a classification may be bypassed in the event that the remaining members of the affected classification are not certified and qualified to staff the remaining assignments within the classification.
3. For purposes of this Article:
 - a. "classification" shall mean areas of certificate endorsement, approval or state authorization. For example, School Social Worker constitutes a single classification.
 - b. "certified" or "certification" and "qualified" shall have the meanings set forth in Article 4 ¶D of this Agreement.
 4. A probationary bargaining unit member (other than a probationary teacher) or non-tenure employee who is identified for reduction pursuant to this Article has the right to be placed in a bargaining unit position for which he has full certification (for positions requiring certification) or state approval (authorization, licensure, as applicable) and for which the employee is qualified, as of the time of layoff, which is occupied by an employee with less seniority. Any exercise of this right by a bargaining unit member must be made, in writing, within ten (10) days of his or her receipt of a layoff notice.
 5. Prior to the issuance of layoff notices to non-tenure and probationary bargaining unit members (other than probationary teachers), CIEA will be given an opportunity to make specific recommendations regarding the particular implementation of layoff procedures planned by the District.

The Board shall give written notices to bargaining unit members laid off pursuant to this Article no later than forty-five (45) days prior to the date that the layoff will be implemented. The above requirement shall apply to initial notification of layoff but shall not apply to displacement of bargaining unit members caused by bumping under ¶A (4) of this Article.

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

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

B. Recall Procedure.

1. Non-tenure and probationary (other than probationary teachers) bargaining unit members on layoff shall be recalled in order of seniority, provided the more senior bargaining unit member is certified (for positions requiring certification) or state approved or authorized or licensed (as applicable) and is qualified to fill the vacant assignment. Vacant positions that can be filled through this recall procedure shall not be posted under Article 4 of this Agreement.
2. No new personnel shall be employed by the Board to fill vacant bargaining unit positions in non-tenure job classifications while there are properly certified (for positions requiring certification) or state approved or authorized or licensed (as applicable) and qualified bargaining unit members on layoff status.

No probationary employee in the same job classification as a non-tenure employee shall be recalled prior to a non-tenure employee who is certified (for positions requiring certification) or approved or authorized or licensed (as applicable) and qualified to fill the available assignment.

3. The Board shall give written notice of recall from layoff by sending a certified letter to a laid off non-tenure or probationary employee (other than those probationary employees who are teachers) at his/her last known address. It shall be the responsibility of each laid off non-tenure or probationary employee (other than those probationary employees who are teachers) to notify the Board of any changes in address by certified letter. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notices to the above employees.

4. A non-tenure or probationary bargaining unit member (other than a probationary employee who is a teacher) on layoff status will be considered to have voluntarily terminated his/her employment if:
 - a. He/she fails to respond to a letter of recall within ten (10) calendar days of the date received by sending a certified letter indicating intent to return by the reporting date specified in the recall notice and reporting for work on that date, unless otherwise excused in advance by the administration.
 - b. A laid off bargaining unit member (as identified above in ¶ A of this Article) employed under contract by another Michigan K-12 or Intermediate School District at the time of recall may properly refuse recall. However, if the bargaining unit member is offered a position by July 1 at CISD for the ensuing school year, the bargaining unit member's refusal of the offer shall constitute a resignation and his/her employment shall automatically terminate.
5. Probationary bargaining unit members (other than probationary teachers) shall remain on the recall list and shall be eligible for recall for a period not to exceed two (2) years from their effective date of layoff, or their length of service with the District whichever interval is shorter. At the expiration of the recall period all rights to re-employment are automatically lost. Non-tenure bargaining unit members (as those terms are defined in Article 1) shall remain on the recall list and shall be eligible for recall for a period not to exceed five (5) years from their effective date of layoff. At the expiration of the recall period all rights to re-employment are automatically lost.

C. Employees - Special Grants.

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

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

The certification (and/or approval or authorization or licensure) and qualifications of a non-tenured or a probationary bargaining unit member (other than a probationary teacher) to be laid off shall be the certification (and/or approval or authorization or licensure) on file with the Board at the time the notice of layoff is sent. The certification (and/or approval or authorization or licensure) and qualifications of a non-tenured or a probationary bargaining unit member (other than a probationary teacher) to be recalled from layoff shall be the certification (and/or approval or authorization) and qualifications on file with the Board at the time the notification of recall from layoff is sent. It is the employee's duty to make sure the Board's records are correct and to notify the Board, in writing, of any inaccuracies or changes in the employee's certification and qualifications.

8. RETIREMENT

A. Sick Leave Payout at Retirement

Upon retirement under the provisions of the Michigan Public School Employees Act, employees who are eligible to begin drawing retirement benefits immediately and choose to do so shall be paid at their annual rate for any accumulated sick leave, up to 95 days. The number of days paid will increase to 110 days for employees who are at the maximum sick leave accumulation under Article 12, paragraph C of this agreement.

Payment is subject to the following eligibility requirements:

1. The employee must have been hired BEFORE July 1, 2018. Employees hired after this date are not eligible for the payout of any sick leave benefits.
2. Employees hired before July 1, 1990, must have 10 years of service with the CISD.
3. Employees hired on or after July 1, 1990, but before October 1, 2000, must have 15 years of service with the CISD.
4. Employees hired on or after October 1, 2000, but before July 1, 2018, must have 20 years of service with the CISD.

Employees are eligible only once to receive a benefit under this section. Employees who receive payment and return to the CISD are not eligible for additional sick leave payment.

The parties recognize that there are a number of itinerant staff who have a hire date different than their seniority date due to the District absorbing

positions from local school districts. For those employees, the District agrees to use seniority date for purposes of determining benefit eligibility under this section.

B. Early Retirement Notice:

Employees providing notice of retirement at least five months in advance of their actual retirement date, but no later than February 1 of the school year, shall be eligible for a \$500 bonus payment. Employees submitting notice of retirement to receive this payment understand that District acceptance of their notice is irrevocable. Payment will be made in the employee's final check. One bargaining unit member's survivor shall receive this stipend if the employee dies after making the early retirement notice without first receiving the stipend.

9. COMPENSATION

A. Salaries

1. The salaries of employees covered by this Agreement are set forth in Appendix A., which is attached and is part of this Agreement. For all three contract years, steps, lanes, and the percentage increase to the scale were negotiated for those years only, and the agreements for compensation for those years are reflected in this Appendix.
2. Employees whose contract requires that they work a greater or lesser number of days than those specified in Appendix A will have their salaries pro-rated on the number of designated contractual working days. Employees requested to work beyond designated contractual days will be paid their pro-rata daily rate. It is agreed that any such bargaining unit work shall first be offered to certified, (authorized or approved, as applicable) and qualified bargaining unit members who have declared themselves available for that work.
3. Newly hired employees may be allowed credit for no more than their actual years of professional experience which may include up to two (2) years of military service.
4. Newly hired employees who first begin work between July 1 and January 31 will receive a full step advancement on Schedule A at the commencement of their next school year. If an employee starts work on or after February 1, but before July 1, he/she shall remain on his/her original step of placement for the duration of his/her next succeeding school year.

5. Step advancement for bargaining unit members on leave of absence will be regulated in accordance with Article 13 ¶K (2) of this Agreement.

B. Mileage.

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

C. Individual Contract.

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

D. Workers' Compensation.

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

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

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

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

- E. When a bargaining unit member is selected by the district and agrees to serve as a mentor for another bargaining unit member, the mentor shall be paid \$400 per year for the first year of mentoring, \$300 for the second year and \$250 for the third year.

10. INSURANCE

- A. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make medical benefit plan cost contributions, as specified below, for a full twelve (12)-month period beginning September 1 for each eligible full-time bargaining unit member and their eligible dependents. The medical benefit plan year shall be January 1 to December 31.

For the 2024 calendar year, the District shall contribute per month to an eligible employee's insurance:

- Single: \$641.90
- Two Person: \$1342.42
- Full Family: \$1750.65

These amounts shall increase on January 1 of each year this agreement is in effect, to the maximum amount allowed by the State hard caps. If no hard caps exist, the District's contribution shall increase by the percentage increase in insurance costs from the previous year, up to two percent.

Medical benefit plan costs in excess of the Board's hard cap contributions will be payroll deducted in two equal payments per month. The District will make a Section 125 plan available for this purpose.

The parties are now part of the MESSA Area Purchasing Agreement with school districts from Branch, Barry and Calhoun counties. Full time employees have four options for health insurance. **All four options**, which will be in the Area Purchasing Agreement, will include medical insurance, dental insurance, vision insurance, life insurance, and long-term disability insurance.

Cash or Non-taxable options

Amount based on District's single subscriber rate. for MESSA/MEA Financial Services non-taxable options or cash through the Section 125 Plan administered by the District. Employees selecting the cash or Non-taxable option must provide proof of other coverage that meets the Affordable Care Act requirements on affordability and coverage. The

employee must also sign an affidavit stating that they are not forgoing the group health insurance options offered here and instead purchasing insurance through the health insurance exchange.

- B. Part-time employees (60% and above) are eligible to participate in Plans 1-5. For Plans 1-4, the District premium contribution will be prorated based on the portion of a full time assignment worked. For Plan 5, the cash-in-lieu will be prorated based on the portion of a full-time assignment worked. Life insurance is 50% of the full-time employee benefit.
- C. All insurance coverage shall be of twelve (12) month duration for those employees whose contract covers a period of time of at least nine (9) months during a fiscal year. An employee who is terminated before the end of his/her annual contract or who commences work after the beginning of a school year, or who is on unpaid leave during a school year, (except as may otherwise be required by the Family and Medical Leave Act) shall have these benefits pro-rated for the period of time actually employed as compared to the number of days needed to receive a full benefit. Employees placed on layoff status shall have insurance premiums paid on their behalf for two (2) months following the month in which the layoff becomes effective.
- D. Employees on unpaid leaves of absence or otherwise not in a pay status shall not be entitled to Board-paid insurance benefits, except as is otherwise required by the Family and Medical Leave Act. Coverage may be continued to the extent permitted by the insurance carrier only if the employee pays the full premium, except where the Board is required to remit premium on behalf of the employee under the terms of the Family and Medical Leave Act.
- E. It shall be the responsibility of the bargaining unit member to comply with all requirements for coverage specified by the insurance carrier and/or insurance policyholder, including responsibilities for enrollment and submission of all information necessary for claim processing and/or claim administration.
- F. All disputes regarding coverage and claims processing shall be between the bargaining unit member and the insurance policyholder and/or insurance carrier. Such disputes (except the District's failure to make premium contributions specified in this Article), shall not be subject to the grievance procedure in this Agreement.

11. WORKING DAYS AND HOURS

A. Calendar.

1. The annual Calhoun Intermediate School District calendar shall be negotiated annually and, once agreement is reached, shall be an official part of this Agreement. The calendar shall be in conformance with any agreed-to "common calendar" by constituent school districts except that it shall require no fewer than 187 working days for full-time employees, and shall not violate any other portion of this Agreement.
2. All employees whose contract calls for 187 working days or less shall follow the adopted calendar.
3. Schedule for 187-working-days contract employees assigned to Doris Klaussen Developmental Center or the Calhoun County Youth Center shall include two working days for orientation and classroom preparation before students report in the fall; and two additional working days without students - one as early in the fall as practicable and one after final day for students - to be used for planning and record keeping.
4. Employees who are required to work more than 187 working days per year shall have the exact number of working days specified in their individual employment contracts. It is recognized that the number of working days specified are subject to change due to funding considerations, enrollment/program conditions, third-party contracts and similar conditions.
5. Employees are responsible for completing thirty (30) hours of District-provided professional development each school year. These hours will be satisfied by time that is designated on the school calendar applicable to that employee ("on-calendar time") with the balance of the thirty (30) hours. The District will endeavor to provide SCECHs for all on-calendar professional development, and employees are encouraged to obtain SCECHS.

B. Working Hours.

1. In no event shall working hours for employees be less than thirty-five (35) per week. The Board and the Association recognize that professional employees are sometimes required to perform their duties outside of normal working hours.

- a. Working hours for the Doris Klaussen Developmental Center and the Calhoun County Youth Center shall be determined by the program supervisor, after discussion with the Association.
 - b. Working hours for itinerant employees and those assigned to CISD classrooms in constituent school districts shall be determined by the schedules of the systems served.
 - c. Exceptions to the above may be made according to department and program needs.
2. Hours for required District-provided professional development shall be subject to the following:
- a. An “on-calendar” professional development day shall be 7 to 7.5 hours in length. Six (6) hours shall be allocated to professional development. There shall be two fifteen (15) minute breaks. For a 7-hour work day, there shall be a thirty (30) minute lunch. If the work day is 7.5 hours, the lunch period shall be sixty (60) minutes.

<p>12. SICK LEAVE</p>

At the beginning of each school year all regular full-time employees will be credited with one day of sick leave for each full month of employment. For 187-day staff, this equates to 10 days. For 207-day staff, this equates to 11 days. All regular employees working half-time but less than full-time will be granted five days of sick leave.

Sick leave may be used without loss of salary for the following reasons:

1. Physical or mental illness, injury, or health condition of the employee or his or her immediate family member.
 - Medical diagnosis, care, or treatment of the employee or the employee’s immediate family member.
 - Preventive care of the employee or his or her immediate family member.
 - The employee’s, or his or her immediate family member’s exposure to a communicable disease that would jeopardize the health of others as determined by health officials or a health care provider.
 - For purposes of this section, **immediate family** is defined as follows: spouse (includes an individual to whom the employee is legally married under the laws of any state) and child (includes biological, adopted or foster child, step child or legal ward, and child to whom the employee stands in loco parentis)
2. For domestic violence and sexual assault situations, employees may use paid medical leave for the following reasons:

- Medical or psychological care of other counseling
- Receiving services from a victim services organization
- Relocation
- Obtaining legal services
- Participation in criminal proceedings related to or resulting from the domestic violence or sexual assault.

3. Up to seven (7) sick days during a fiscal year (July 1-June 30) may be taken by an employee to care for a seriously ill parent or step-parent. When sick leave is utilized to care for a seriously ill parent or step-parent, the employee will report that utilization, in writing, to the business office.

4. Up to five (5) sick days during a fiscal year (July 1 – June 30) may be taken by an employee to care for a seriously ill brother or sister. When sick leave is used for this purpose, the employee will report that utilization, in writing, to the business office.

5. Pursuant to Board policy, employees on FMLA may be required to use their sick leave during such absence. See paragraph F for specifics.

B. Employees will be credited with a full year's entitlement as of the date of employment (assuming a full contract year; otherwise, will be pro-rated for the term of employment). For example: Employee is contracted for ninety-four (94) days, he/she will be credited with five (5) sick leave days. Days will be paid at employee's regular rate.

C. At the end of each year, any unused portion of the days earned shall be accumulated up to a maximum of two hundred ten (210) days.

D. The smallest increment of sick leave that shall be accounted for is one-half (1/2) day. However, where the employee's absence does not require a substitute, sick leave may be used in one (1) hour increments.

E. A sick leave bank designed to provide employees with income protection due to a long term major physical or mental disability is established as follows:

1. All newly hired bargaining unit members shall, upon hire, contribute one (1) day to the sick leave bank.

In any year when the bank falls below fifty (50) days, each employee will contribute an additional day to the bank.

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

2. Employees (or another person acting with legal authority on behalf of the employee) will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of (1) the employee's accumulated sick leave, or (2) a waiting period of thirty (30) work days during the calendar year.

Employees who have exhausted their accumulated sick leave are also eligible to apply for withdrawal of sick leave bank days when their minor dependent has suffered a major disability. Where the minor dependent has a pre-existing disability, the sick leave bank may be accessed if the minor dependent either suffers another major disability or where a pre-existing disability becomes exacerbated. The sick leave bank may also be utilized, subject to the above conditions, for other dependents (as defined by the IRS) who incur a major disability, accompanied by extenuating circumstances, at the discretion of the Sick Leave Bank Review Committee.

3. The maximum withdrawal for any employee cannot exceed sixty (60) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed sixty (60) sick days. The maximum withdrawal amount for less than full-time employees shall be pro-rated.
4. When a bargaining unit member returns to work following a disability, and he/she has a recurrence of the same disability within the six (6) month period immediately following return to work, he/she may request a waiver of the waiting period from the Sick Leave Bank Review Committee.
5. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank.
6. Employees who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Superintendent or his/her designee for information regarding the necessary application procedures.

Applicants shall be expected to provide medical proof of disability (or major disability of eligible dependents, as defined above) and must be willing to submit to an examination by a physician appointed by the Board, at Board expense, if requested.

7. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Association and three (3) representatives of the Board. If a decision cannot be reached by the committee, this shall constitute a denial of that particular request to access the sick leave bank.
 8. Bargaining unit members shall not draw sick leave bank days while they are receiving statutory or contractual income protection benefits funded by the District or are eligible to receive such benefits.
 9. The Sick Leave Bank Review Committee will be responsible for development and dissemination of application procedures to all bargaining unit members. The Sick Leave Bank Committee, upon granting a request for withdrawal, shall give written notice of the decision to the Superintendent (or designee). The Sick Leave Bank Committee shall be responsible for maintenance of proper records of its business and shall make available such records to the Board upon request.
 10. The District will provide to the Association, by October 1st annually, a statement of the number of sick leave days in the sick leave bank as of the date on which the statement is issued.
- F. For purposes of the Family and Medical Leave Act, sick leave which is allowed and utilized under this Article shall be charged against the employee's leave entitlement under the Family & Medical Leave Act at the election of either the Board or the employee. This shall apply to:
1. Sick leave which is utilized pursuant to ¶A(2) of this Article to care for a family member (child or spouse) with a serious health condition, including where an employee must make arrangements for necessary medical and/or nursing care.
 2. Sick leave which is utilized pursuant to ¶A(1) of this Article due to a serious health condition which renders the employee unable to perform the functions of his/her job.
- G. Employees who are medically required to remain home because of contracting a communicable disease may request to work virtually.

13. LEAVES OF ABSENCE

A. Extended Illness/Disability Leave.

A bargaining unit member who is incapacitated or disabled due to personal illness or disability and who has exhausted all earned and accumulated sick leave shall be placed on an extended unpaid leave of absence for the duration of his/her illness or disability for a period of up to six (6) months from the date upon which sick leave was exhausted. Such leave will be granted without pay or increment and may be extended for an aggregate period not to exceed one (1) year from the date on which sick leave was exhausted.

A bargaining unit member anticipating an extended period of illness or disability may voluntarily elect to apply for leave under this paragraph as opposed to utilizing his/her accumulated sick leave or any portion thereof. Provided that either the District or the bargaining unit member shall have the right to substitute the bargaining unit member's accumulated sick leave for leave taken under the Family and Medical Leave Act. The Board will continue to pay insurance premium contributions (as required by Article 10) during such leave for a period not to exceed ninety (90) days.

B. FMLA.

1. Bargaining unit members who meet the eligibility requirements of the Family and Medical Leave Act (FMLA) shall be allowed unpaid leave of up to twelve (12) weeks (in a twelve month period) for the birth and care of their child, adoption or foster placement, with the entitlement to this leave expiring at the end of the twelve (12) month period beginning with the date of the child's birth, adoption or foster placement (as applicable). This leave must be taken in one block; i.e., it cannot be taken intermittently.

Up to twelve (12) weeks leave shall be allowed (not to exceed a total of twelve weeks of FMLA leave in a twelve-month period), for an eligible bargaining unit member's own serious health condition (per paragraph A above), or if the bargaining unit member is required to care for a spouse, parent, son or daughter who has a serious health condition. This leave may be taken intermittently.

FMLA Leave also is allowed for qualifying military exigencies and caregiving as allowed under the act to eligible members.

FMLA Leave is concurrent with other qualifying leaves, including workers' compensation leave. The leave year shall be calculated on a rolling backwards basis; except the military caregiving leave year will be calculated on a rolling forward basis as required by law.

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

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

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

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

C. Military Leave

Employees granted leaves of absence from the Intermediate School District for military service shall receive year-for-year credit for that service on their employment (i.e. salary placement and seniority) in the Intermediate School District.

D. Jury Duty.

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

E. Funeral Leave.

Up to four (4) days without salary loss will be granted for funerals in the immediate family (father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, step-sister, husband, grandchild, wife, child, step-child, fiancée or domestic partner) without having time charged against employee's sick leave. One day will be granted for the death of an aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.

In normal situations, multiple leave days under this section must be taken contiguously. Exceptions will be allowed if burial is delayed (e.g., due to weather, family travel, etc.) or a memorial service is held at a later date. In extenuating circumstances (such as distant travel or where the employee has responsibility for funeral arrangements), the employee may

request an additional one (1) day of leave. If granted, the additional day will be deducted from the employee's sick leave accumulation or from personal business day(s). If the employee has no sick leave accumulation or available personal business day(s), that day will be unpaid.

F. Other Leaves of Absence.

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

G. Personal Time Off (PTO)

1. Each employee shall be entitled to three (3) days of PTO. PTO shall not be used for other employment.
 - a. This leave shall not be taken the day prior to and/or the day following a holiday or vacation period or on parent-teacher conference days. In extenuating emergency circumstances, the District may, at its sole discretion, grant PTO in the above situations. Request for exceptions shall be made to the Superintendent or designee.
 - b. The employee shall notify their supervisor at least three (3) school days in advance of intent to utilize PTO.
 - c. All leave is subject to availability of substitutes.
 - d. Unused PTO (as of June 30) will be credited to the employee's accumulated sick leave by July 31.

H. Recreational Leave.

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

there is more than one request received concurrently, priority shall be afforded on the basis of seniority.

I. General Conditions - Unpaid Leaves.

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

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval, with the exception of any premiums allocable to use of the employee's accumulated sick leave. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within five (5) business days of demand.

4. Employees taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the employees' fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be

obtained. If that opinion differs from that of the employee's health provider, the employee and Board (with consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility of initial fitness to return to work shall be considered final on the Board, employee and Association. The cost of this examination shall be paid by the Board.

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

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

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

6. Where an instructional employee requests intermittent leave or reduced schedule leave to which the instructional employee is entitled under Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the Board may require that the instructional employee:
 - a) take leave for a period not to exceed the duration of the planned treatment
-or-
 - b) transfer temporarily to an available alternative position for which the instructional employee is certified (or approved, as applicable) and qualified (and which had equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the instructional employee's current assignment.

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

14. MEETINGS AND CONFERENCES

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

1. Requests must be in writing on forms provided. Prior approval for attendance must be received from the Superintendent. Financial advances may be requested.
2. Transportation to conferences and conventions shall be by the most reasonable and practical mode available. Employees traveling by personal vehicle shall be reimbursed for mileage pursuant to District policy. However, where tourist or coach class air fare is less than the total cost of mileage to a conference or convention some distance from Marshall, Michigan, only the cost of the air fare will be allowed as an expense item if the employee chooses to travel by car; additionally, employees choosing to travel by car shall not be entitled to reimbursement for motel or meal costs enroute. If there is shown need for a car, and approval is received from the Superintendent, then private cars may be used.
3. The following types of actual expenses will be allowed within reasonable limits:
 - a. Hotel or motel room including taxes.
 - b. Meals.
 - c. Necessary incidentals (must be itemized) such as bus fare, parking, conference registration fees, etc.
 - d. Personal laundry expense only if conference attendance exceeds one week.
4. Expense accounts shall provide the following information for auditing purposes:

- a. Daily breakdown of expenses by categories indicated on form.
 - b. Description shall include not only the place of meeting but type of meeting as well, for example: Detroit - MASB Conference.
 - c. Signature of employee.
 - d. Receipts for hotel or motel bills, registration fees, and plane tickets, and other receipts when practical.
5. Reimbursement shall only be for actual and necessary expenses. Mileage shall not be paid when a passenger in another car. In that case, if the driver makes a charge, he should bill the Board of Education, or the employee must pay him, obtain a receipt for the payment, and be reimbursed for the payment.

15. GRIEVANCE PROCEDURES

- A. Definition.
Any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance, and shall be resolved through the procedure set forth herein.
- B. Time Limits.
All time limits shall consist of working days. A “day” shall be any weekday (Monday-Friday) on which the CISD central administration offices are open. Time limits may be extended only with the written consent of both the Superintendent and the Association. Every effort will be made by both parties to shorten time limits wherever possible.
- C. Procedure.
The parties acknowledge that it is usually most desirable for the professional employee and his supervisor to resolve the problem through free and informal communications. When requested by either party, the Association's grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the employee, then the grievance shall be processed as follows:
- Step 1:** The employee shall submit his grievance to a grievance committee appointed by the Association. The grievance committee may request information from the Superintendent or his representative to assist them in considering the grievance. This committee shall determine if the grievance is justified and, if in agreement, shall submit a written report to the Superintendent.

Step 2: If the complaint is not resolved informally, the employee must present the grievance in writing to the Superintendent (or designee) twenty (20) days of the alleged violation.

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

Step 3: If the grievance is not satisfactorily resolved at Step 2, the Association may request non-binding grievance mediation with the Michigan Employment Relations Commission (MERC). Such request must be submitted within twenty (20) days following the Superintendent's Step 2 reply. Each party shall have the right to include appropriate witnesses to develop facts pertinent to the appeal. Upon conclusion of this meeting, any resolution of the grievance between the parties must be reduced to writing.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 3, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If the Association does not file a demand for arbitration within fifteen (15) days of the date for the Mediation meeting at Step 3, then the grievance shall be deemed withdrawn.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. His/her authority shall be limited to deciding whether a specific Article of this Agreement has been violated, misinterpreted or misapplied.

The grievant may appeal at any step of the procedure except to Step 3 and Step 4 without the support of the Association, in which case the Association shall be notified and may have a representative present.

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

16. FEES - STUDENT TEACHING

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

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

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

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

17. PROFESSIONAL DEVELOPMENT

A. Professional Development

The Association may provide input about the subject matter for professional development. Each employee shall be responsible for completion of thirty (30) hours of District-provided professional development annually, as is specified in Article 11 of this Agreement.

- B. Each employee is responsible for submitting to his/her immediate supervisor the completed Michigan Department of Education Annual Record of Professional Development form (or its successor form), which will then be verified and signed by the supervisor and placed in the employee's personnel record.

18. MISCELLANEOUS

A. Employee Consultant Fees.

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

B. Smoke-Free Environment.

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

C. School Closings.

In the event of severe weather, or any of the conditions described below, the Superintendent shall give consideration to closing the Calhoun Educational Service Center Building and/or other buildings operated by the Calhoun Intermediate School District and announce such closing(s) to area radio stations prior to 7:30 a.m. In this event, employees assigned to the building(s) that are closed shall not be required to report.

Employees assigned to CISD buildings or local school district buildings, that are open are expected to report. If road conditions do not permit, employees must use emergency leave if they are to be paid for that day.

In the event that the CISD Service Center is closed due to the conditions described below, and if an employee reports for duty to a residential program (e.g. Calhoun County Youth Center) to which he/she is regularly assigned, that employee will receive an exchange day (where no attendance will be required) on a subsequently scheduled regular work day.

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

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

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

the parties agree to reschedule lost days and hours of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days and hours required by the Department of Education for both regular school year and extended year programs (e.g. 230 day programs).

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

D. Withdrawal of Services.

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

E. Master Agreement.

The Board will provide each employee with an electronic copy of the current Master Agreement. The Board will provide a paper copy upon request.

F. Waiver.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

G. Entire Agreement.

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

H. Emergency Manager.

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436. This clause is included in this Agreement because it is required by 2011 Public Act 9.

- I. Where a bargaining unit member is assigned to a program that has scheduled a student instruction day on a day that has been designated as a compensatory day for parent-teacher conferences on a calendar that is part of this Agreement and that is applicable to that bargaining unit member, the bargaining unit member and his/her supervising administrator may agree, in writing, to designate an alternate compensatory day for that employee which accommodates program needs and which promotes continuity of service for the program to which the employee is assigned. Should the bargaining unit member and the supervising administrator be unable to reach agreement, the bargaining unit member will follow the scheduled compensatory day on the calendar that is part of this Agreement.
- J. Surveillance, including the use of electronic devices, will not be used without the full knowledge and permission of the employee.
- K. The parties recognize that the District is responsible for delivery of related special education services to eligible students, including the administration of medication. Medication shall be administered in accordance with Section 1178 of the Revised School Code and related applicable mandatory sections of the Health Code.

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19. DURATION

The provisions of this Agreement will be effective upon ratification and will expire June 30, 2027.

In witness whereof, the parties hereunto set their hands and seals this 1st day of July, 2024.

FOR THE ASSOCIATION

Signature on File
Mike Nicholson,
CIEA President

Date

Signature on File
Jennifer Jackson,
Bargaining Chairperson

Date

Signature on File
Sandy Paesens,
MEA UniServ Director

Date

FOR THE BOARD

Signature on File
Jessica Clothier,
Assistant Superintendent for
Human Resources

Date

Signature on File
Kori Rafferty,
Assistant Superintendent for
Finance and Operations

Date

Signature on File
Nicole Lawrence
Assistant Superintendent for
Special Education

Date

APPENDIX A

CIEA			
2024-2025		5%	
Step	BA	MA	MA+60
1	47,024	49,932	50,518
2	49,648	52,961	53,545
3	52,269	55,998	56,584
4	55,139	59,314	59,899
5	57,784	62,371	62,955
6	60,419	65,403	65,989
7	63,347	68,770	69,356
8	65,981	71,833	72,419
9	68,624	74,895	75,478
10	71,610	78,315	78,901
11	77,153	81,404	81,988
12	77,153	87,819	88,405
13	79,153	89,819	90,405

The 2024-2025 salary schedule represents 5.0% increase applied to all steps of the 2023-2024 salary schedule. The Parties removed Step Zero from the 2023-2024 schedule, and added a new step 13. The parties removed the psychologists lane and moved current members in that lane to MA+, with an additional step on the MA+60 lane. The parties moved MA lane to MA+30, relabeled that lane “MA” and removed the former MA lane.

2025-2026

CIEA			
2025-2026		4%	
Step	BA	MA	MA+60
1	48,905	51,929	52,539
2	51,634	55,080	55,687
3	54,359	58,238	58,847
4	57,344	61,686	62,294
5	60,096	64,865	65,473
6	62,836	68,020	68,629
7	65,881	71,521	72,131
8	68,620	74,706	75,316
9	71,369	77,890	78,497
10	74,474	81,448	82,057
11	80,239	84,660	85,268
12	80,239	91,332	91,941
13	82,319	93,412	94,021

The 2025-2026 salary schedule represents a 4.0% increase applied to all steps of the new 2024-2025 salary schedule.

CIEA			
2026-2027 – 3%			
Step	BA	MA	MA+60
1	50,372	53,487	54,115
2	53,183	56,732	57,357
3	55,990	59,985	60,613
4	59,065	63,537	64,163
5	61,898	66,811	67,438
6	64,721	70,060	70,688
7	67,858	73,667	74,294
8	70,679	76,948	77,575
9	73,510	80,227	80,852
10	76,708	83,891	84,519
11	82,646	87,200	87,826
12	82,646	94,072	94,699
13	84,788	96,214	96,842
* After 15 years of employment in the district, will advance from MA to MA+60			

The 2026-2027 salary schedule represents 3.0% increase applied to all steps of the 2025-2026 salary schedule.

Merit Pay: The CISD Board of Education will, by policy or resolution, establish a merit pay system to reward teachers for job performance and job accomplishments.

Add \$100 to annual salary of each bargaining unit member assigned as a Speech and Language Pathologist.

The step progression for all contract years will be implemented on July 1 or on the first work day following the date on which the Board and the Association have both ratified the successor contract, whichever date is later. To receive a step increase, a bargaining unit member on probation or not yet tenured with the District must receive an evaluation of Effective on their year-end evaluation.

Effective upon the ratification of this Agreement bargaining unit members shall be prospectively eligible for lateral salary column advancement and for compensation based upon their academic attainment described below. No

retroactive payments will be made for these amounts to any date prior to the date on which both parties have ratified this Agreement.

1. To be eligible for MA+60, the employee must be actively working toward a doctorate degree, have a doctorate degree or is eligible to advance from MA to MA+60 because they worked in the District 15 or more years. Psychologists moving to the MA+60 lane in 2024-25 with 15 or more years of experience shall receive a longevity payment of \$600 per year the first payroll in December of each contract year.
2. Two hundred dollars (\$200) above BA scale for eighteen (18) semester hours completed since receiving a BA Degree for which there is a transcript on file.
3. One hundred fifty dollars (\$150) above scale for each 10 graduate hours above MA for which there is a transcript on file.
4. When a bargaining unit member believes that he/she has attained eligibility for the next higher salary column, he/she shall provide to the District a certified transcript verifying such academic attainment. It is the responsibility of the bargaining unit member to obtain verification from the respective academic institutions as a condition to placement on a new salary schedule column.
5. Salary adjustments for which verification is received after the beginning of a semester shall be made retroactive to the beginning of that semester only. For purposes of this section the beginning of the second semester shall be January 15.
6. All differentials are for 187-day contracts and shall be prorated in accordance with Article 9, Section A.2. for those employees on other than 187-day contracts.
7. BA lane bargaining unit members who have worked fifteen (15) or more years of service with the District shall receive a longevity payment of \$600 per year the first payroll in December each contract year.
8. The District may, at its discretion, provide a hiring or retention bonus to individuals employed in classifications identified on the Michigan Department of Education critical shortage list during the last three school years. The incentive shall not exceed \$1,000 and such payment is considered non-pensionable.

**APPENDIX B – JOB PERFORMANCE EVALUATION FORMS FOR
NON-TENURE EMPLOYEES**

**CALHOUN ISD
ASSESSMENT**

Name: _____

Category: Special Education Staff

Evaluator: _____

Job Title: _____

**Date(s) of
Observation:** _____

Directions:	1 Self Assessment				2 Administrative Assessment				Comments/Focus Area/Goal Statement
	Meets Expectations	Selected Focus Area	Unsatisfactory	N/A - Not observed	Meets Expectation	Selected Focus Area	Unsatisfactory	N/A - Not observed	
A. Evaluations will be scheduled in accordance with the Master Agreement.									
B. Section 2 is to be completed with the Evaluator at an agreeable date and time.									
C. Final copy will be returned to the individual and placed in his/her personnel file.									
I. JOB REQUIREMENTS (POLICY):									
A. Maintains confidentiality of activities within programs or district.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Attends, on time, required meetings, inservices, programs, seminars, and workshops.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Attendance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Follows business procedures as outlined in policy manuals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Follows administrative directives as provided by verbal and/or written memorandum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
F. Personal appearance is consistent with policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Maintains security and inventory of equipment and materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
H. Adheres to district safety policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
II. JOB PERFORMANCE:									
A. PROBLEM-SOLVING									
1. Make logical and correct decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Effectively deals with difficult and/or crisis situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Appropriately takes the initiative in facilitating needed aspects of the job assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Maintains flexibility by making adequate and appropriate adjustments to various aspects of specific job assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. MANAGEMENT AND ORGANIZATION									

1. Coordinate instruction, behavioral management and other appropriate student services with other personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Prepares and maintains service plans, logs and documentation of student performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Establish and maintain appropriate records, reports and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Develop and adhere to appropriate schedules and established priorities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Participate/coordinate IEPT/IFSP and other meetings as requested/required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Use technology and support systems for communication and documentation purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Demonstrates organization and meets timeline requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Meets multiple demands from several people.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. COMMUNICATIONS AND INTERPERSONAL RELATIONSHIPS								
1. Interpret processes, procedures, and student information to parents and providers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Works cooperatively with parents/guardian.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Works cooperatively as a team member.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Works cooperatively and effectively with administration.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Works cooperatively with community service agencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Displays good rapport with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Seeks appropriate assistance when needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Express self clearly and concisely in written or oral communications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. LEADERSHIP								
1. Provides a positive atmosphere for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Directs teacher assistants, student interns, interpreters, and volunteers as necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates professional improvement through inservices, conference attendance, college courses, and other professional development activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Provides disability awareness to general education, students, and staff as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Works with staff to successfully integrate students as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Provides staff development and parent/guardian training as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. APPLICATION OF JOB KNOWLEDGE/TECHNIQUES								

Appendix C

Placement/Layoff and Recall/Evaluation of Classroom Teachers of Recall

Decisions about placement, layoff/recall, and evaluation of a “teacher” under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a teacher of record (Classroom Teacher) will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

1. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:
 - A. Staffing the curriculum with the most effective and qualified Teachers to instruct the applicable courses, grades, and school schedule.
 - B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - C. Classroom Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.
 - D. A “Vacancy” shall be defined as an unassigned, open position or a newly created position which the District intends to fill. Vacancies shall be posted a least five (5) business days prior to being filled.
 - E. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent’s office, including:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;
 - iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher’s effectiveness in that assignment and is integrated into instruction;
 - iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - v. Disciplinary record, if any;

- vi. Length of service in a grade level(s) or subject area(s);
 - vii. Recency of relevant and comparable teaching assignments;
 - viii. Previous effectiveness ratings;
 - ix. Punctuality and habitual use of unpaid days not protected by FMLA, ADA or other state or federal law;
 - x. Positive or negative rapport with colleagues, parents, and students;
 - xi. Ability to withstand the strain of teaching “standard” as defined by law;
 - xii. Compliance with state and federal law.
- F. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
- G. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent’s office.

2. *Layoff/Recall of Classroom Teachers.*

- A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced. Prior to the issuance of layoff notices, the CIEA will be given an opportunity to make specific recommendations regarding the particular implications of layoff procedures planned by the District.
- B. Reduction in work force and recall decisions must be made based on Classroom Teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.
- C. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent’s office, including:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;

- iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher's effectiveness in that assignment and is integrated into instruction;
- iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
- v. Disciplinary record, if any;
- vi. Length of service in a grade level(s) or subject area(s);
- vii. Recency of relevant and comparable teaching assignments;
- viii. Previous effectiveness ratings;
- ix. Punctuality and habitual use of unpaid days not protected by FMLA, ADA or other state or federal law;
- x. Positive or negative rapport with colleagues, parents, and students;
- xi. Ability to withstand the strain of teaching;
- xii. Compliance with state and federal law.

D. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

- i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.
- ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
- iii. Failure to maintain current contact information may negatively affect the teacher's recall.

E. Classroom Teacher reductions and recalls are by formal Board action.

F. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Association.

G. Classroom Teacher Recall Process

- i. A Classroom Teacher is eligible for recall under this Appendix for 18 months from the date the District implemented the reduction in force.

- ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
- iii. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.
- iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - a) Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix; or
 - b) Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.
- v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.
- vi. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

3. *Evaluation of Classroom Teachers.*

- A. A Classroom Teacher will be evaluated pursuant to the [5D(+)] performance evaluation system (attached to this Appendix) consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. The District will measure student growth for 20% of the evaluation in the manner it did for the 2023-2024 school year.
- B. A Probationary Classroom Teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating.

4. ***Grievance Procedure.*** An alleged violation of this Appendix is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured Classroom Teacher with two (2) consecutive ratings of “needing support.”

Letter of Agreement
Calhoun Intermediate School District
-and-
Calhoun Intermediate Education Association

Re: Article 1: Recognition

This Letter of Agreement is entered into this ____ day of _____, 2014 between the Board of Education of the Calhoun Intermediate School District (CISD) and CIEA (Association). The parties desire to clarify the meaning and implementation of Article 1, ¶ B(1) by expressing their understanding and agreement that for purposes of Article 1, ¶ B(1), the substitute employee or temporary employee referenced does not need to be an individual hired directly by the Board as its own employee, but can instead be an individual furnished through a third party which is able to provide substitute or temporary employees.

It is recognized that the terms of this Letter of Agreement apply only to temporary and substitute positions excluded from the bargaining unit. The District will not rely upon the provisions of this Letter of Agreement to outsource or subcontract work that belongs to the bargaining unit.

FOR THE ASSOCIATION

Signature on File

Amy Ladd,
CIEA President

Date

Signature on File

Dean Worden,
Bargaining Chairperson

Date

Signature on File

Tara Wilbur,
MEA UniServ Director

Date

FOR THE BOARD

Signature on File

Larry Yarger
Assistant Superintendent for
Human Resources

Date

Signature on File

Tom Bean,
Assistant Superintendent for
Finance and Operations

Date

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