

**Master Agreement between
the St. Joseph County ISD
Board of Education and the
St. Joseph County
Intermediate Education
Association (IEA)**

May 15, 2023 through June 30, 2024

TABLE OF CONTENTS

	<u>Page #</u>
MASTER AGREEMENT 1	
Article I	Purpose and Intent 1
Article II	Recognition 2
Article III	Board Rights and Responsibilities 3
Article IV	Association Rights and Responsibilities 4-5
	1: Statutory Rights
	2: Building Use
	3: Information
	4: Recognition at Board Meetings
	5: Association Business Enforcement
	6: Association Business
	7: Association Meetings
	8: Board/Staff Communication
	9: New/Current Bargaining Unit Member Information
Article V	Grievance Procedure 6-7
Article VI	St. Joseph County ISD Programs 8
Article VII	Individual Employee Rights & Responsibilities 9-10
	1: Professionalism
	2: Communication among Administration and Employees
	3: Discipline
Article VIII	Contracts, Payroll & Payroll Deductions 11
	1: Contracts
	2: Payroll
	3: Payroll Deduction Plan
Article IX	General Working Conditions for Employees 12-15
	1: Assignments and Reassignments
	2: Mentoring
	3: General Working Conditions and Calendar
	4: Health and Safety
	5: Daily Schedule
	6: Weather Closures
	7: In the Event of Illness
	8: Reports and Files
	9: Appropriate Dress and Attire
	10: Notification of Non-Teaching Vacancies
	11: Financial Gain
	12: Communication Committee
Article X	Leaves 16-19
	1: Sick Leave

	2: Personal/Business Leave	
	3: Holiday Leave	
	4: Family Medical Leave	
	5: Bereavement Leave	
	6: Professional Leave	
	7: Jury Leave	
	8: Sabbatical Leave	
	9: Military Leave	
	10: Death of a Student	
	11: Other Leaves	
	12: Salary Deductions for Leaves Granted Without Pay	
Article XI	Professional Compensation and Benefits	20-25
	1. Professional Compensation Salary Schedule	
	2. Placement on the Salary Schedule	
	3. Merit Pay	
	4. Reimbursement for College Credits and/or SCECHs	
	5. Reimbursement – Certifications	
	6. Insurance Benefits	
	7. Long Term Disability Benefits	
	8. Automobile Travel Costs	
	9. Professional In-Service Educational Expenses	
Article XII	Waivers	26
Article XIII	Miscellaneous	27
Article XIV	Layoff, Recall, and Resignations	28-29
Article XV	Evaluations and Plans of Assistance	30
Article XVI	Duration of Agreement	31
Attachment A	IEA/SJCISD Grievance Form	32-33
Attachment B	Code of Ethics for Michigan Educators	34-36
Attachment C	Named Employees Noted in Article XI, Section 5.A.2.	37

MASTER AGREEMENT

This agreement is made and entered into this 17th day of May, 2021 by and between the Board of Education of the St. Joseph County ISD (hereinafter referred to as the "Board") and the St. Joseph County Intermediate Education Association (hereinafter referred to as the "Association").

ARTICLE I PURPOSE AND INTENT

The Board and the Association recognize that their joint objective is to provide a quality education and educational services to the students of the St. Joseph County ISD, and that the quality of education provided depends upon the dedication, preparation, effectiveness, and efficiency of the professional staff working with the Administration in maintaining a desirable educational atmosphere.

The Board and Association understand the importance of good communication and agree to make every effort to communicate on a regular basis in the best interest of the children. An example would be our monthly meetings during the school year between key Administrators and the Association President and designee(s).

Being engaged in a mutual endeavor in the public interest and trust, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

Pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Board and Association herein set forth their Agreement with respect to rates of pay, wages, hours, and other terms and conditions of employment of all individuals included in the Bargaining Unit as defined in Article II, insofar as such matters are not controlled by applicable Michigan Laws. Such laws superseding anything which may be contained herein the agreement.

It is the intent of the Association to work collaboratively with the Board in this time of educational change and restructuring. We recognize the need to find innovative and creative methods of providing quality services, to the students and constituents of the district necessary to maintain the mandated continuum of services.

ARTICLE II
RECOGNITION

The Board recognizes the St. Joseph County Intermediate Education Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all full-time and regularly scheduled part-time, state-approved special education certificated personnel such as; social workers, psychologists, speech therapists, occupational therapists, and physical therapists, and other professional staff servicing special education employed by the St. Joseph County ISD under annual contract. This excludes all supervisory (including directors, managers, coordinators, or supervisors), and administrative, clerical, custodial, maintenance personnel, assistant teachers, contracted services staff, staff employed to serve more than one (1) agency, staff employed under a contract of temporary employment for ninety (90) workdays or less (substitutes), nurses, summer employees not otherwise in the bargaining unit, consultant for the gifted, career education consultant, computer specialists, co-op teacher, any staff employed in general education, and all other employees.

- A. The term "employee" shall refer to all employees represented by the Association in the bargaining unit defined above. Probationary employees will be as defined in the Michigan Teacher Tenure Act or any other employees with less than five (5) years of experience in their certified field. New employees to the district, other than teachers, with more than five (5) years' experience will serve a three (3) year probationary period.
- B. The term "Board" should include its members and agents. The Board agrees not to negotiate with any organization other than that designated above as the bargaining representative of the employees covered hereby.
- C. The term "Administration" shall mean Superintendent and/or her/his designee.
- D. The term days shall be defined throughout the contract as follows:
 - "Working (Business) Day" = any day the ISD Administration office is open.
 - "School Day" = any day that students are scheduled for school, including partial days and the 200-day programs.
 - "Calendar Day" = any day, Sunday through Monday.

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, and authority and the exercise thereof conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States. Such rights and responsibilities shall include, by the way of illustration:

- A. Administer and control the district's facilities and equipment, and direct the operations of the district.
- B. Make assignments, direct the work of all its personnel, and determine the hours of service and starting time.
- C. Establish or modify any conditions of employment except those covered by provisions of this Master Agreement.
- D. Determine and provide the services, equipment, and supplies necessary to continue its operation. The Board reserves the right to sub-contract certain services of the district. Any sub-contracting of services will not be done to replace the position of any currently employed staff member or any staff member on layoff. In order to facilitate communication and collaboration, while understanding that the ISD cannot exercise control over schools that are not parties to the Master Agreement, the Board will still endeavor to inform staff and solicit input from staff prior to implementing room changes or assignment changes.
- E. Adopt rules and regulations.
- F. Determine and specify the qualifications of employees.
- G. Determine the number and location or relocation of its facilities.
- H. Determine the financial policies including all accounting procedures.
- I. Determine policies pertaining to public relations.
- J. Determine the administrative structure, its functions, authority, and the level of supervision.
- K. Determine the criteria for the selection, evaluation, and/or training of employees.

ARTICLE IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1: Statutory Rights. The Association, on its own and on its individual member's behalf, retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitutions of the United States and the State of Michigan.

Section 2: Building Use. The Board agrees that employees in the bargaining unit may use appropriate meeting room facilities and utilities with approval of the Administration for the purpose of holding meetings of the Association or conducting Association business. In the absence of a maintenance person the Association is responsible for making sure that the building is left locked, reasonably clean, and in its original condition except for normal use.

Section 3: Information. The Board agrees to furnish to the Association, upon response to request, public information available to the Board in the form in which it is kept, concerning the financial resources of the District. The Association and its agents shall provide the administration with information necessary for the processing of grievances or negotiations. It will also permit the use of district mail service (not to include the postage meter), teacher mail boxes, electronic mail and designated bulletin boards, for the purpose of giving notice of Association business affecting employees of this District.

Section 4: Recognition at Board Meetings. The Board agrees that an Association member will be recognized at regular board meetings, subject to prior notice being given to the Superintendent a minimum of 24 hours prior to the Board meeting.

Section 5: Association Business Enforcement. The Association, having been recognized as the exclusive bargaining agent for the employees, agrees that it will cooperate with the Board and Administration in seeing that the conditions of this Agreement are adhered to by the members of the Association covered by this Agreement.

Section 6: Association Business. The Board shall grant up to four days' total release time per year (with or without pay, as agreed), non-accumulative, for Executive Board members or designees to attend a function of the MEA/NEA. A maximum of four days per year may be granted for the Executive Board or designees as a whole. Requests for the use of such time shall be submitted to the Superintendent at least five (5) school days in advance of the requested leave date. The Association shall reimburse the District for any substitute teacher costs that are incurred by this leave date. No more than 2 Executive Board members will attend a MEA/NEA training at one time.

Section 7: Association Meetings. Time for Association meetings will be allowed at least one time per month, with no other assignments made, at the end of the workday. The specific days will be determined at the beginning of each school year.

Section 8: Board/Staff Communication.

1. Staff are welcome to communicate directly with the Board on an informal level such as celebrations, invitations, staff growth and general working conditions.
2. Formal communications will need to follow the process in the St. Joseph County ISD Bylaws & Policies, Section 3112-Board-Staff Communications.

Section 9: New/Current Bargaining Unit Member Information. The parties recognize that the Intermediate Education Association (IEA) is the exclusive bargaining agent for the members/positions described in the recognition clause of this agreement including those in positions which have been historically considered a bargaining unit employee.

On September 30 of each school year, the following information shall be provided, if requested, to the designated representative of the bargaining agent for any new bargaining unit member employed:

1. Status of employee (full-time, part-time)
2. Salary

On May 30 of each school year, the following information shall be provided to the designated representative of the bargaining agent for all current bargaining unit employees (a list will be provided):

1. Salary from the current year

ARTICLE V
GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance. A claim by a bargaining unit member or the Association that there has been a violation of this contract may be processed as a grievance. Grievance procedure shall not apply to: (1) dismissal or discipline of any certified teacher, (2) evaluation, (3) assignment of staff, (4) any provisions of the Agreement which contain an express exclusion from this procedure, (5) Any matter subject to the jurisdiction of the State Tenure Commission or other State or Federal administrative agency, (6) layoff or recall, and (7) prohibited subjects of bargaining.

Members Right to Representation. An Association member shall be entitled to have present, an Association Representative at any and all meetings with the Board or its designee(s) concerning a grievance.

Hearing Levels:

- A. **Informal Level** – In the event that a unit member or the Association believes a grievable incident has occurred, the member or the Association shall request a meeting with the supervisor involved within thirty (30) calendar days of the occurrence of such grievance incident. If the grievant is dissatisfied with the result of the meeting with the supervisor, the grievant may submit the grievance to the IEA Grievance Chair (appointed by the Association).
- B. **Formal Level 1** – If the claim to a violation of this contract is not resolved at the informal level, a formalized grievance may be submitted, in writing, within eight (8) working days of the Informal Level meeting with the supervisor. A copy of the grievance shall be sent to the Supervisor. Within five (5) working days of the receipt of the grievance, a written decision shall be forwarded to the grievant(s) and the IEA Grievance Chair.

The written grievance shall include:

- 1. Signature of the grievant and date of grievance.
 - 2. Date of alleged violation.
 - 3. Specific facts upon which grievance is based.
 - 4. Cite the Article and Section of Contract pertaining to alleged violation.
 - 5. Specific relief requested.
- C. **Formal Level 2** – If the grievance has not been settled at Level 1 and the grievant wishes to appeal, such a request shall be made to the Superintendent in writing within five (5) working days after receipt of the written decision at Level 1. Within ten (10) working days, the Superintendent shall give a written response to the Grievant. The grievance may not be amended after the Superintendent's level.
 - D. **Formal Level 3** – If the Grievant wishes to appeal to the Board, such request shall be made to the Superintendent in writing within ten (10) working days. The Board of Education or its designee(s) shall review the grievance at its next regularly scheduled Board meeting. A Closed Session may be requested by the employee for an employee disciplinary grievance (A

public meeting is required except for employee discipline, if requested). A written decision shall be given by the Board or its designee within ten (10) working days after the date of the review meeting. If, within ten (10) working days of the Board decision, the grievance is not satisfactorily resolved, the parties may request the services of a state mediator. The use of a mediator must be mutually agreed to by the Association and Board. If the grievance is not settled through the utilization of a state mediator, or if the Association or the Board do not agree to use a mediator, the grievance can be advanced to Formal Level 4 within ten (10) working days.

- E. **Formal Level 4** – Either the Board of Education or the Association has the right to submit a grievance to arbitration if the resolution is not reached at Formal Level 3. Only the Association may request arbitration. The following procedures shall be followed:
1. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules and which shall likewise govern the arbitration proceedings.
 2. At the request of either or both parties, the grievance shall be submitted to final and binding arbitration, subject to the right of either party to contest arbitrability.
 3. Evidence, not previously disclosed, shall not be permitted.
 4. Each party shall share equally any expense associated with arbitration of this grievance.
 5. Powers of the Arbitrator:
 - a. Shall not alter nor modify the terms of this Agreement.
 - b. Shall not render a decision nor rule on any provision expressly excluded from the grievance procedure.
 - c. May award back pay, if appropriate, up to but not more than fifty (50) working days from the occurrence of the grievance.
- F. Timelines at each grievance level may be extended by mutual agreement of both the Board and the Association. The failure of the grievance to be processed by the Board according to the (mutually agreed upon) timelines above shall result in the grievance moving to the next level in the grievance procedure. The failure of the grievance to be processed by the Association or grievant according to the (mutually agreed upon) timelines above shall result in dismissal of the grievance.

ARTICLE VI
ST. JOSEPH COUNTY ISD PROGRAMS

Section 1: Teachers' schedules will be developed to fall within the 35 hour week (5 days) to be inclusive of 30 minutes of planning time daily (free from all duties and responsibilities connected with the instruction and supervision of students). Every effort will be made to find coverage; however, there may be times when coverage will not be possible due to sub shortages or emergency situations. General staff meetings and committee meetings scheduled outside regular work hours shall not exceed four (4) hours per month.

Exceptions to the regular schedule may include:

- A. Individualized Educational Planning (IEP) meetings scheduled outside of regular work hours.
- B. Parent-teacher conferences or other evening meetings. Teachers are required to attend three events each year, with every effort to align assigned-attendance with student participation.

Section 2: Staff members shall be given a minimum of two (2) work days' notice prior to meetings scheduled outside of regular working hours except in emergency situations.

Section 3: All teachers shall receive duty-free lunch time of not less than thirty (30) minutes free from all duties and responsibilities connected with the instruction and supervision of students. Every effort will be made to find coverage; however, there may be times when coverage will not be possible due to sub shortages or emergency situations. One (1) certified teacher shall be on duty while students are eating.

Section 4: Observation of a teacher's class by a person other than administrative personnel of the ISD and/or mentor, shall be allowed only after the teacher has been notified in advance. Parents or guardians, prior to enrollment, who wish to visit a classroom will be required to make an appointment through the program administrator. The administrator will inform the teacher a minimum of three (3) school days prior to the visit. A mutually agreed upon time will be allowed for extraordinary conditions.

Section 5: Two (2) half-days in the classroom with Assistant Teachers will be provided for preparation and planning during the first week of the school year. Administration will not schedule meetings with teachers, IEPs, and/or required trainings during this time.

Section 6: Pathfinder and Off-Site Center-Based staff will have one half day for preparation of records to be scheduled to correspond with the end of each progress report period.

ARTICLE VII
INDIVIDUAL EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1: Professionalism. The Board and the Association recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession. Breaches of professional conduct are subject to disciplinary procedure.

The employee and/or Association shall use as criteria of professional behavior the Code of Ethics of the Education Profession (as adopted by the NEA Representative Assembly). Since abuses of these codes reflect adversely upon the entire profession, any breach of the self-discipline implied in the Code is to be reported in writing to both the offending employee and to the Association. (See Attachment B)

Section 2: Communication among Administration and Employees. Nothing contained herein shall prevent verbal communication between supervisors and employees without the presence of an Association representative. Such contacts including commendation, praise, questioning, suggesting, directing, reminding, and correcting shall be termed casual and will not include the presence of an Association member.

Section 3: Discipline.

- A. Member's Right to Know. Alleged breaches of professional conduct shall be reported to the Association members(s) involved within a reasonable time of the supervisor's discovery of the incident or situation. The supervisor shall indicate the area(s) of deficiency as may be appropriate.

- B. Member's Right to Representation.
 - 1. Before any meeting is called from which disciplinary action may result the Association member shall be notified and shall be entitled to have present an Association Representative.
 - 2. Should an Association member feel for any reason that a supervisor or administrator is considering a disciplinary action, she or he shall be entitled to have present an Association Representative appointed by the Association president or her/his designee.

- C. Record Keeping.
 - 1. If it becomes necessary to place a letter in the employee's personnel file as a result of a complaint and the ensuing investigation, the employee has a right to attach to the letter any written statement within fifteen (15) working days she/he wishes to be included in the record.
 - 2. An employee has the right to review her/his personnel file in the presence of the Administration and an Association representative if so requested by the employee. Information shall not be placed in the employee's file without her/his knowledge.

3.

The Administration agrees to notify the member in writing when the district receives a request for all or part of the member's personnel file under the Freedom of Information Act (FOIA). The employee shall be provided at least three (3) working days' notice prior to disclosure of the personnel file. A reasonable effort will be made to provide the member an opportunity to review the contents before the release of the file and the member may request Association representation at this review. Information released will comply with the Freedom of Information Act (FOIA) and the Bullard-Plawecki Right to Know Act.

- D. Discipline/dismissal of nonteaching professional staff hired after July 1, 2012, or any teacher shall not be for reasons which are arbitrary or capricious and these employees may not grieve such discipline. Nonteaching professional staff hired prior to July 1, 2012 shall not be subject to discipline/discharge without just cause and may be subject to review through the grievance procedure.

ARTICLE VIII
CONTRACTS, PAYROLL, AND PAYROLL DEDUCTIONS

Section 1: Contracts. All professional employees shall be hired by written contract which shall be subject to the terms and conditions of this Master Agreement. All full-time and regularly scheduled part-time, state-approved special education certificated personnel shall be subject to the same terms and conditions of this Master Agreement unless noted otherwise in other articles of this Master Agreement.

The following provisions shall apply to individual contracts:

- A. The individual contract will bind the employee and the Board only to the period of time defined in the individual contract.
- B. An individual contract will indicate the column and step on the salary schedule, the total salary and length of the contract, and the first day of pay.
- C. An employee who works immediately preceding or following the regular school year, continuously in the same position, and not as part of the summer school program shall receive additional pay pro-rated by the current school year daily rate. This rate is determined by the salary schedule in Article XI, for each day worked. Portions of days will be prorated. Staff members in mandated summer school programs are paid at their current school year daily rate. This provision shall not apply to summer school programs or to any individual employed during these times who is not otherwise part of the bargaining unit or to employees of non-mandated summer programs.
- D. If an Association member is asked to take on an additional assignment that results in a change from the member's original contract regarding number of work days or hours, a modified contract will be provided. If the said modified contract is not made available, the member shall contact the business office.

Section 2: Payroll. An employee shall, in writing, prior to the first payroll period of the school year, indicate whether she/he wishes to have her/his contract amount paid in 21 or 26 pays. Payroll will be by direct deposit as per employee declaration of depository.

Section 3: Payroll Deduction Plan. Association members shall be given an option for payroll deduction to be placed in the financial institutions of their choice. The following shall apply:

- A. The employee requesting payroll deduction shall complete the proper forms prior to the specified starting date of deductions.
- B. The original amount specified for deduction may be changed by providing authorization to the financial assistant.
- C. The Board shall continue 403(b) Plan and Section 125 Cafeteria Plans.

ARTICLE IX
GENERAL WORKING CONDITIONS FOR EMPLOYEES

Section 1: Assignments and Reassignments. When either additions, reductions in staffing, or reassignments are being proposed for non-teaching personnel, these will be discussed with staff involved and an Association representative, if requested, before final recommendations are presented to the Board. The district will attempt to notify staff of room changes prior to the changes being effectuated, but the parties recognize that the ISD operates in buildings outside its control.

If an assignment changes, an updated job description will be provided. If the said job description is not made available, the member shall contact the business office.

Section 2: Mentoring.

- A. In accord with the intent of section 1526, PA 335 (1993) new staff for the first three (3) years of employment shall be assigned to one or more experienced staff, master teacher, college professor, or retired professional within the employee's area of responsibility, who shall act as a mentor. Intensive professional development of 15 days during the three years shall be made available. This training may include exposure to effective practices, university linked professional development, and regional seminars conducted within the employee's area of responsibility. Mentors will be given adequate release time to meet the mentor responsibilities.
- B. Newly hired, experienced employees may be provided a reduced mentoring schedule. When agreed upon by the Administration and Association, a one (1) or two (2) year schedule may be provided with associated reductions in professional development days and mentor compensation.
- C. The mentor shall be available to provide professional support, instruction, and guidance. The purpose of the mentoring is to provide assistance, resources, and information. The mentor shall not be involved in performance evaluations directly or indirectly, or called as a witness in any grievance or administrative hearing, unless subpoenaed.
- D. A mentor shall be assigned in accordance with the following:
 - 1. A mentor shall be a non-probationary member of the bargaining unit. A mentor shall be assigned for a tenured Association member upon the member's request in a new assignment for the first year. Other mentors required may be drawn from outside the bargaining unit to assist in the process.
 - 2. Participation as a mentor shall be conditional on the agreement of a member to take on the mentorship.
 - 3. The mentor may agree to be assigned to more than one new employee and will receive pay for each new employee.
 - 4. The Administration, at hiring, will notify the Association in writing of those new employees requiring the assignment of a mentor. The Association will

assist with the recruitment of staff interested in mentoring.

5. The Administration will notify the Association when a mentor is matched with the new employee. The mentor shall be approved by the Board at the first Board meeting after the new employee is hired. However, the mentor shall commence such service upon administrative selection.
6. The new staff person will be mentored by the department chair until the assignment of a mentor, which should be no longer than ten (10) working days subsequent to beginning of service delivery. Every effort will be made to match the new employee with a mentor having a similar job description.
7. If a mentor is unable or unavailable to meet her or his obligation as a mentor, the Administration will assign a replacement mentor as outlined in this Section, and compensation will be pro-rated to reflect such changes.

E. Procedure Relative to the Mentoring:

1. The mentor will participate in mentor training provided by the ISD or another Administration approved course.
2. The mentor will maintain a log outlining frequency of contacts and topics of discussion only. A copy will be submitted to the immediate supervisor of the mentee and to the Business Office bi-annually in December and May.
3. Reasonable release time will be made available to allow the mentor to seek appropriate training as part of her/his professional development and to work with the new employee in her/his assignment during the workday.
4. In addition to training and/or informational sessions, the mentor and new staff will establish and document a minimum of three (3) forty-five minute regularly scheduled sessions a month the first year, two (2) forty-five minute regularly scheduled sessions a month the second year, and one (1) forty-five minute regularly scheduled session a month the third year.
5. The mentor shall be reimbursed on the MA step 0 schedule at a rate of: three percent (3%) the first year; two percent (2%) the second year; and one percent (1%) the third year or a mentor for a tenured teacher.

Section 3: General Working Conditions and Calendar. Pathfinder and Off-Site Center-Based staff will follow the 184 day/1,288 hour ISD calendar. Full time employment (FTE) at the ISD is based on a traditional school calendar which uses a base five (5) day, thirty-five (35) hour week. As professionals, members must work at least 35 work hours scheduled per week. For example, if a duty-free lunch is taken, the staff member would have a 7.5-hour day. Ancillary staff would develop a weekly work schedule based on the schedules of the buildings they serve in coordination with their Supervisor. Teacher schedules are based on the programs they serve. In consideration of the variations in local calendars, however, staff members whose job responsibilities are aligned to student seat time in a district may also use 184 days/1,288 hours (which includes state required professional development days) as the base for developing their annual work schedule. The Board and Association agree that, in order to meet the requirements of their positions, employees will put in time that extends beyond the base. In order to most effectively utilize staff time, the Board asks that:

- A. Off site ISD staff (staff housed in local district buildings) will collaborate with their supervisors to align their calendars with the student calendars of the building where they are located, within the constraints of the ISD's 184 day/1,288 hour Master Agreement.

- B. Due to the difference between student hours and staff hours, off-site staff may have extra days to work that are not included in student time. Wherever possible, ISD employees will follow the ISD calendar for beginning and ending of the year dates and activities. Extra days will be used for ISD activities if possible.
- C. Itinerant employees will collaborate with their supervisors to align their schedules to most effectively align to the calendar(s) of the building(s) that they serve within the constraints of the ISD's 184 day/1,288 hour Master Agreement.

If any adaptation is to be made the staff member will work collaboratively with their supervisor.

Section 4: Health and Safety. Staff members with concerns related to safety or health issues will report those concerns to Administration. Staff will not be required to work in a situation that jeopardizes health or safety. Staff and administration will collaborate in order to develop a strategy to accomplish the ISD's mission without jeopardizing health or safety.

Section 5: Daily Schedule. All staff members must maintain a current schedule in the ISD electronic calendar system. All staff members must provide access to their electronic calendar to their special education office assistant.

Section 6: Weather Closures.

- A. Staff will follow current ISD procedures for weather delays/closures.
- B. Staff are covered for liability if they report to work on a day when the ISD is closed.

Section 7: In the Event of Illness. In the event of illness it shall be the responsibility of the employee to notify (prior to the start of school) the first district or building that she/he is scheduled to work in that day. The employee shall also call the ISD absence reporting system one (1) hour prior to their first appointment or start time but no later than 7:30 a.m. Staff must also follow procedures as stated in the handbook. Classroom teachers who become ill during the day must notify their administrator, and if not available the administrator's office assistant, and call the ISD absence reporting system. They cannot leave the building until a substitute teacher is in the classroom. Staff will communicate with Administration during a family/personal emergency event which requires the staff member to leave the worksite immediately.

Section 8: Reports and Files. Each employee is responsible for maintaining reports, files, and documentation (such as Medicaid billing) of services provided as may be required by the Administration.

Section 9: Appropriate Dress and Attire. Each employee is expected to be appropriately dressed.

Section 10: Notification of Non-Teaching Vacancies. The Administration will make available to the Association a listing of all Special Education staff and administrative positions that have been approved to be permanently filled. The Administration will also make available to the Association a written job description of the position to be filled including the minimal qualifications that have been established for such a position. All currently employed staff (providing they meet the qualifications that have been established for the position) may submit their candidacy for such a

position along with any other prospective candidates according to guidelines established by the ISD. The Board shall post vacancies on the district's website and send to all staff via e-mail. Employees wishing to receive vacancy postings by mail during the summer shall notify the personnel office. The posting period shall be open for 7 business days for such vacancies that occur when school is not in session.

Section 11: Financial Gain. An employee shall not use her/his position to seek additional financial gain from selling professional services or commercial materials to teachers, employees, pupils, or parents receiving services from the St. Joseph County ISD.

Section 12: Communication Committee. A standing Communication Committee is recognized by administration and the IEA. The membership includes the ISD Superintendent and the IEA Executive Board. Others may be assigned by the Superintendent and IEA based on the issues addressed. Exploration of an issue by the Committee does not preclude grievance of the issue if a mutually-agreeable solution cannot be reached.

ARTICLE X
LEAVES

Section 1: Sick Leave.

- A. Accumulated sick leave shall be granted to an employee for an illness due to a physical condition (including pregnancy or childbirth), an emotional or mental condition, or an injury that prevents the employee from fulfilling her/his job responsibilities. The Board reserves the right to verify the nature of the illness or injury from the employee's physician as it relates to the ability of the employee to perform her/his job responsibilities. It is also expected (whenever possible and medically acceptable) that elective medical surgery or treatment be scheduled during the summer months or school vacation periods. Upon retirement with MPSERS, an employee shall be paid eighty dollars (\$80.00) per day for twenty-five percent (25%) of his/her accumulated sick days up to a maximum of twenty-five (25) days (175 hours).
- B. Paid sick leave will be granted at the rate of seven (7) hours for each 133 hours of contracted employment rounded up to the nearest 1/2 day. Staff on less than a full year and part-time staff will be pro-rated.

The sick leave benefit will be credited to the employee's sick leave account at the beginning of a school year or employment period, and shall accumulate to a maximum of one hundred and fifteen (115) days (805 hours) for the duration of this contract. Staff new to the district shall be on the job for a minimum of one (1) day, however, before any entitlement of sick leave will be granted unless approved by the Superintendent in writing.

- C. An employee working during the summer 200 day program shall have the option to use one (1) day of accumulated sick days, as necessary.
- D. An employee working during the summer 200 day program will earn one (1) sick day for every nineteen (19) days worked and can be used during the summer or will be added to the new school year sick day allotment.
- E. Medical or dental appointments which require absence from the job of one-half (1/2) day or more will be treated as sick leave.
- F. If sick leave is used for qualifications under Family Medical Leave Act (FMLA), then these days shall not exceed sixty (60) workdays per contract year. Additional utilization of accumulated sick leave for FMLA may be granted at the discretion of the Superintendent and all requests must be in writing.
- G. Sick leave may also be granted for the illness of immediate family members (husband, wife, children, step-children, father, father-in-law, mother, mother-in-law, or parenting adult). This leave shall not exceed ten (10) workdays per contract year. Additional utilization of accumulated sick leave for this reason may be granted at the discretion of the Superintendent. All requests must be in writing.
- H. Sick Leave Bank (SLB) – The Sick Leave Bank (SLB) is designed only to assist employees who are waiting to qualify for long term disability (LTD) and/or are suffering from a major

medical event and follow-up care. When a request for sick bank is submitted and proper for usage, the Association and Board shall request donation of days from bargaining unit members. Employees may donate up to five (5) days toward the sick bank for a requestor.

- I. In the event an employee utilizes all of her/his sick leave, she/he may borrow up to five (5) days from her/his following year's allotment with the approval of the Superintendent and with medical documentation. Permission to borrow sick leave is contingent upon the employee's continuing employment with the St. Joseph County ISD. A person who does not continue employment at the ISD will reimburse the ISD or, if the leave is due to illness, sick time may be borrowed. The rate of reimbursement is determined by the current daily rate for that school year.

Section 2: Personal/Business Leave. Staff with contracts of less than a full year and part-time employees will be granted personal business leave based on the percentage of time worked, for example:

80% employee / 4 days per week = 11 Personal Business Hours
60% employee / 3 days per week = 8 Personal Business Hours

Two (2) paid Personal/Business days for employees may be provided under the following conditions:

- A. The personal business leave shall be used for the purpose of conducting personal business which cannot be transacted on the weekend or after school hours.
- B. Staff wishing to request personal leave time shall submit a personal leave request at least five (5) working days in advance of the anticipated absence except in cases of emergency.
- C. If the nature of the leave is classified as an "emergency" or "immediate" the request shall be submitted at the earliest possible time.
- D. Personal leave may not be used prior to or directly following a holiday such as Thanksgiving, Christmas, or Spring Vacation unless approved by the Administration.
- E. Leave may be used on an hourly basis not to exceed 14 hours per contract year. Unused personal leave will convert to accumulated sick hours at the beginning of the following school year.

Section 3: Holiday Leave. There are seven (7) paid holidays. The paid holidays shall be: Labor Day, Thanksgiving and Day after Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day. Employees must work the business day preceding and following the holiday to be eligible for holiday pay unless the employee is excused by the Superintendent. Non full year employees will be prorated according to the number of days worked.

Section 4: Family Medical Leave. Family medical leave shall be granted for up to twelve (12) weeks for employees who are eligible under the current law in event of a serious health condition of the employee, employee's spouse, parent or child, birth of a child, the placement of a child for adoption

or foster care, or other reasons provided under the Family Medical Leave Act (FMLA). Benefits and seniority will continue during the leave. The district guarantees the employee a return to her/his previous position at the end of the family medical leave. Employees who resign following the exhaustion of family medical leave may be required to reimburse the district for insurance contributions.

These rights shall be in addition to the Family Medical Leave Act (FMLA):

- A. The Board may grant a leave of absence without pay for the purpose of the care of a (spouse, child, father, mother, brother, sister, grandparent, or parental adult).
- B. Such leave shall be requested as far in advance as possible.
- C. Such leave may be granted for a period of up to one (1) year at the discretion of the Board beyond which an extension may be requested.
- D. Such leave time shall not count toward advancement on the salary schedule.
- E. Accelerated termination of said leave may be requested, but shall not necessarily be granted by the Board.
- F. The decision of the Board to grant or deny a leave is not subject to arbitration.
- G. Failure to return to work upon the termination of said leave shall be interpreted to be a voluntary resignation.
- H. The employee will have the option to continue fringe benefits at her/his expense, if allowed by the carrier.

Section 5: Bereavement Leave. Absence because of the death of a member of the immediate family, to include (step) mother, (step) mother-in-law, (step) father, (step) father-in-law, husband, wife, life partner, (step) children, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandparents-in-law or grandchildren shall not exceed five (5) working days. In the case of the death of an aunt or uncle, one (1) working day of bereavement shall be granted. Additional bereavement leave may be granted at the discretion of the Board beyond the five (5) days, but such leave shall be deducted from the employee's accumulated sick leave. Absence due to the death of an individual other than an immediate family member will be treated as a personal leave request.

Section 6: Professional Leave. Any full-time employee may be granted leave for professional responsibilities, which make it necessary for him to be absent during usual working hours.

Section 7: Jury Leave. Any employee called for jury duty or subpoenaed to testify in a judicial or administrative matter not having been initiated by the Association, during working hours, shall be paid her/his full salary. Any payment from jury duty, excluding court paid mileage, must be submitted to the ISD Business Office.

Section 8: Sabbatical Leave. A sabbatical leave (for professional improvement) may be granted by the Board for up to one year without salary and fringe benefits. Certain fringe benefits may be

maintained at the expense of the employee. When sabbatical leave is granted, and on returning to her/his position with the ISD, the employee shall be reinstated at the salary schedule and step and column that she/he was at unless additional coursework qualifies her/him for another column on the salary schedule. (Such leave time shall not count toward advancement on the salary schedule.) The request for said leave must be submitted to the Superintendent at least sixty (60) days prior to the start of the leave.

Section 9: Military Leave. Employees who are inducted into the Armed Forces of the United States, or who join the Armed Forces in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required. Upon honorable discharge, the employee shall be reinstated with full credit on the salary schedule for her/his time in service, not to exceed one year's credit.

Section 10: Death of a Student. Staff who worked with the student directly shall be granted up to one (1) working day per occurrence to attend the funeral of a student at the discretion of the supervisor based on coverage of employee's duties.

Section 11: Other Leaves. Special leaves, with or without fringe and financial benefits, may be granted by the Board in situations not specifically covered elsewhere in this Agreement. These leaves shall be requested through the Superintendent and will be granted upon the recommendation of the Superintendent and the approval of the Board. An employee returning from a leave without pay (other than those described elsewhere in the Agreement) shall not advance on the salary schedule unless the employee worked for at least one hundred and twenty (120) days during the school year when the leave began.

Section 12: Salary Deductions for Leaves Granted Without Pay. Deductions from salary for leaves of absence granted without pay will be made on the basis of 1/191 of the contracted salary for staff employed on a thirty-eight (38) week school year contract. The denominator used to determine the deductions from salary for leaves of absence granted without pay to staff employed longer than thirty-eight (38) weeks (191 days) will be adjusted accordingly.

Type of Leave	Counts Toward Seniority	Counts Toward Step Increment
Sick Leave	Yes	Yes
Personal	Yes	Yes
Family Medical Leave	Yes	Yes
Bereavement Leave	Yes	Yes
Professional Leave	Yes	Yes
Jury Leave	Yes	Yes
Sabbatical Leave	Yes	No

Military Leave

Yes

Yes (limited to one year)

ARTICLE XI
PROFESSIONAL COMPENSATION AND BENEFITS

2022-2023

Agreed to open master agreement and modified current 22-23 and 23-24 agreements for a new salary schedule. Adjusted the base, eliminated the longevity to include \$750 in the “x” step and modified the language that members must be on the “x” step from the previous school year to include all members on the “x” step will receive the “x” amount.

3/30/2023

Step	BA Column	Index	BA +18 Column	Index	MA Column	Index	MA+25 Column	Index
0	\$41,623	1.00	\$43,704	1.05	\$46,618	1.12	\$48,283	1.16
1	\$44,120	1.06	\$46,201	1.11	\$49,115	1.18	\$50,780	1.22
2	\$46,618	1.12	\$48,699	1.17	\$51,612	1.24	\$53,277	1.28
3	\$49,115	1.18	\$51,196	1.23	\$54,110	1.30	\$55,775	1.34
4	\$51,196	1.23	\$53,277	1.28	\$56,607	1.36	\$58,272	1.40
5	\$53,277	1.28	\$55,358	1.33	\$59,104	1.42	\$60,769	1.46
6	\$55,358	1.33	\$57,440	1.38	\$61,186	1.47	\$62,851	1.51
7	\$57,440	1.38	\$59,521	1.43	\$63,267	1.52	\$64,932	1.56
8	\$59,937	1.44	\$61,602	1.48	\$65,348	1.57	\$67,013	1.61
9	\$62,434	1.50	\$63,683	1.53	\$67,429	1.62	\$69,510	1.67
10			\$66,180	1.59	\$69,926	1.68	\$71,591	1.72
11			\$68,678	1.65	\$72,008	1.73	\$73,672	1.77
12					\$74,089	1.78	\$75,754	1.82
13					\$76,170	1.83	\$77,419	1.86
14					\$78,251	1.88	\$79,083	1.90
15					\$79,916	1.92	\$81,581	1.96
X			\$70,798		\$82,036		\$83,700	

ARTICLE XI
PROFESSIONAL COMPENSATION AND BENEFITS

Agreed to open master agreement and modified current 22-23 and 23-24 agreements for a new salary schedule. Adjusted the base, eliminated the longevity to include \$500 in the “x” step and modified the language that members must be on the “x” step from the previous school year to include all members on the “x” step will receive the “x” amount.

Agreed to reopen the agreement by December 2023 to discuss wages for a possible adjustment to the 23-24 school year. This will depend on the budget amendments and funding, acknowledging that employees are our top priority.

2023-2024

Step	BA Column	Index	BA +18 Column	Index	MA Column	Index	MA+25 Column	Index
0	\$42,872	1.00	\$45,015	1.05	\$48,016	1.12	\$49,731	1.16
1	\$45,444	1.06	\$47,587	1.11	\$50,588	1.18	\$52,303	1.22
2	\$48,016	1.12	\$50,160	1.17	\$53,161	1.24	\$54,876	1.28
3	\$50,588	1.18	\$52,732	1.23	\$55,733	1.30	\$57,448	1.34
4	\$52,732	1.23	\$54,876	1.28	\$58,305	1.36	\$60,020	1.40
5	\$54,876	1.28	\$57,019	1.33	\$60,878	1.42	\$62,592	1.46
6	\$57,019	1.33	\$59,163	1.38	\$63,021	1.47	\$64,736	1.51
7	\$59,163	1.38	\$61,306	1.43	\$65,165	1.52	\$66,880	1.56
8	\$61,735	1.44	\$63,450	1.48	\$67,308	1.57	\$69,023	1.61
9	\$64,307	1.50	\$65,593	1.53	\$69,452	1.62	\$71,596	1.67
10			\$68,166	1.59	\$72,024	1.68	\$73,739	1.72
11			\$70,738	1.65	\$74,168	1.73	\$75,883	1.77
12					\$76,311	1.78	\$78,026	1.82
13					\$78,455	1.83	\$79,741	1.86
14					\$80,599	1.88	\$81,456	1.90
15					\$82,313	1.92	\$84,028	1.96
X					\$84,997		\$86,711	

The above salary schedule is based on a 191-day contract (184 workdays). Should the contracted number of days go beyond the previous year's contract, for any reason, the base will be adjusted (divide the BA base by the number of days of the contract - added for each additional day) to recognize the change, before the index is applied. A one-time signing bonus for new hires of up to \$1,500 may be paid as determined by the Superintendent based on ISD need.

If there are decreases in State or Federal funding that impact the ISD operational budget, the Superintendent will contact the Union President to re-open negotiations regarding the salary increases.

Section 2: Placement on the Salary Schedule. An employee's salary shall be determined by her/his placement on the salary schedule. An employee's placement on the salary schedule will depend upon the number of years of experience granted and the academic degree and approved hours in a particular specialization or in an approved related field. Movement on the lanes of the schedule will also depend upon the academic degree and approved hours in a particular specialization or in an approved related field.

Placement on the salary schedule will be granted at the beginning of a regular school year, as determined by the Superintendent for new hires. In order to move from one column to another column on the salary schedule, college/university work must be completed and official transcripts from the college/university submitted to the business office prior to the start of the school year or prior to the semester. An employee who has no experience in her/his specialization or in an approved related field receives the salary at Step 0 for her/his particular degree unless Union Board President and Superintendent agree on comparable experience as value added to current position can then be placed higher on the schedule. The administration shall have the right to employ new staff at steps above 0 if all presently employed staff in comparable positions are moved to that same step on their respective column. Staff granted exceptions would remain at that step until experience are equal. Contractual salary adjustments will be made for existing staff affected by new hires under the exception.

Experience credit may be granted at the discretion of the Superintendent up to and including Step 6 of the BA Column, Step 7 of the BA+18 Column, Step 9 of the MA Column, and full experience on MA+25 Column. Exceptions in excess of this may be made with consent from Union President and Superintendent. Military experience may be counted as one step on the salary schedule providing that this does not exceed the amount of allowable experience credit as stated above.

For a staff member to be placed on the MA+25 Column, they must be awarded a Specialist's Degree or MSW, accumulate 25 hours graduate-level semester hours subsequent to obtaining a Master's Degree, or be awarded a 45+ graduate-level semester hour Master's Degree.

Administration may seek an agreement from the Association to place a new employee on a higher salary schedule than their college/university transcript designates.

Any licensed physical therapist with a Doctorate of Physical Therapy (DPT) hired after June 30, 2018 with 11 or less years of experience will be placed on the salary schedule at MA+25/Step 11. Any licensed physical therapist with a Doctorate of Physical Therapy (DPT) hired after June 30, 2018 with more than 11 years of experience will be placed on the MA+25 column at the step equal to years of

experience.

Section 3: Merit Pay. Beginning with the 2018-19 school year, employees who earn an “effective” or “highly effective” evaluation rating will receive an additional personal day the following school year.

Section 4: Reimbursement for College Credits and/or SCECHs.

The Board will reimburse an employee for these costs under the following conditions:

- A. Credits earned graduate level, at a level beyond the B.A./B.S. Degree level, as certified SCECHs, or as approved by the Superintendent in advance.
- B. The course work, SCECHs, professional training, and advanced degrees shall be in the staff member's contracted area of specialization or related field, and the course/training must be approved by the Superintendent in advance.
- C. Upon submitting evidence of having completed the class or training, the Board will reimburse one half (50%) of the cost not to exceed nine (9) semester hours or seventy-five (75) hours of SCECHs per year. Annual reimbursement will not exceed \$1,500.00 per school year. This benefit is limited to currently employed staff of one half time or more, and is not available to staff on sabbatical leave.
- D. Total tuition reimbursement is capped at \$10,000.00 per year for the Association.

Section 5: Reimbursement - Certifications

A. Required Licensure Certifications

- a. The Board agrees to reimburse up to \$600.00 per person per year for required licensure certifications such as teacher certification, SLP certifications, etc. This reimbursement will follow reimbursement procedures which will require proof of payment

Section 6: Insurance Benefits.

A. Hospital and Medical Insurance shall be as follows:

- 1. The Board agrees to contribute for each employee who requests such protection by filing the proper authorization forms, the payment of premiums in the amount hereinafter prescribed for health insurance coverage.
- 2. The Board will pay up to the established cap amount per month for a single subscriber, two-person, and full family in subsequent years as determined by law. Any remaining premium cost shall be paid by the employee through payroll deduction.

- The employee must be eligible for such coverage (as determined by the

carrier). If a married couple is employed by the district, such coverage shall be limited to providing coverage under one (1) policy.

- The coverage must be requested by the staff member by filing the proper authorization and insurance forms within the time limits as established by the carrier.
 - The subsidy paid for by the district will not exceed the Full Family Rate. Employees who work less than 7 hours/191 days per school year will have a pro-rated cost for insurance based on time worked. Named employees (per Attachment C) to be grandfathered based on the 2006-2009 contract. Employees must be at least half-time to be entitled to insurance on a pro-rated basis.
3. New employees become eligible for benefits on the first day of work. Staff employed to begin at the start of a new school year will have benefits paid by the district beginning September 1, of the initial contract year.
 4. Staff may elect not to take the Health Insurance Benefit. If 1 to 4 employees choose not to take the Health Insurance Benefit, she/he will elect to receive an additional amount of three hundred dollars (\$300.00) per month; if 5 to 8 employees choose not to participate, she/he will elect to receive an additional four hundred dollars (\$400.00) per month; if 9 or more employees choose not to participate, she/he will elect to receive an additional five hundred dollars (\$500.00) per month. This option will be available every September 1, and will be paid for each month that the staff member opts not to avail herself/himself of the Health Insurance Benefit. (This option will only be allowed for staff members who submit proof of coverage from another source.)
 5. If a staff member resigns her/his position with the district, but fulfills the term of her/his contract (completes the school year), her/his health insurance premiums for either health or health options will be paid through the month of September. If, however, she/he is eligible for insurance benefits from another employer prior to October 1, benefits paid by this district will only be paid up to the date of eligibility. If the staff member has elected the additional remuneration benefit in lieu of health insurance benefits, said additional monthly remuneration will only be paid through the month of the last workday.
 6. Staff members who retire will have their Health Insurance or Health Insurance options or additional monthly remuneration paid up to the month of the date of retirement or, if applicable, up to the month of eligibility for School Employees Retirement Insurance.

B. Dental, Vision, Life, AD&D, and LTD Insurances shall be as follows:

The Board agrees to contribute for each employee who requests such protection by filing

the proper authorization forms, the payment of premiums in the amount hereinafter prescribed for the following insurances:

Dental:

Class I – 100%
Class II – 75%
Class III – 75%
Annual Maximum: \$1,000
Class IV – 75%
Lifetime Maximum: \$1,500
Riders included: 2 cleanings, sealants

Vision: VSP 2 Silver

Life: \$20,000

AD&D: \$20,000

LTD: 66% Max \$6,000
Waiting Period: 60 CDMF
Alcohol/Drug: 2 year limitation
Mental/Nervous: 2 year limitation
SS Offset: Family
COLA: No

PLAN/PAK B: For those not electing health insurance
Dental, Vision, Life, AD&D, and LTD same as above

Section 7: Long Term Disability Benefits. A long-term disability program will be provided by the Board at no cost to the employee. This coverage will begin after 60 day straight wait (days usually means 40 work days).

The District will provide the following benefits (medical, dental, vision, life) up to 90 calendar days for the employees who are receiving long-term Disability benefits, provided that the long-term disability carrier is not providing health insurance coverage. Employees who are medically able to return to work within the 90 days, but cannot, because school is not in session, are exempt.

Section 8: Automobile Travel Costs. Travel expenses for automobile travel will be reimbursed on a per mile basis. Mileage must be incurred to be considered reimbursable. It is the employee's responsibility to get to the office, to the first school, or first assignment, and this mileage cannot be submitted for reimbursement. Likewise, mileage from the office, from the last school, or last assignment, to the employee's home cannot be submitted for reimbursement.

When approval has been given to attend a meeting outside of the Intermediate District traveling by car, mileage should be submitted for reimbursement that is actually incurred figuring from the point of departure directly to where the meeting is being held. Mileage submitted for reimbursement must be submitted on the voucher form immediately after the first of each month

and all mileage reimbursement is subject to the approval by the Superintendent.

The rate of reimbursement will be on a per mile basis, and will be determined on a monthly basis. The per mile rate shall be the rate as allowed by the I.R.S.

Section 9: Professional In-Service Educational Expenses. All travel and actual expenses incurred at in-service workshops and professional meetings will be fully or partially reimbursed when authorized by the Administration. The request for attendance at such meetings may be initiated by either the Administration or an employee. Employees are encouraged to utilize technology options for meeting participation in lieu of travel to professional service sites.

Approval for attendance at professional meetings shall be contingent upon a professional development plan.

ARTICLE XII
WAIVERS

The Administration will solicit the Association's input and collaboration prior to the ISD requesting State Board of Education waiver(s) from the rules set forth in the Michigan Special Education Administrative Rules (pursuant to Sec. 1281 (3) of the Revised School Code of 1995) or filing for noncompliance. Copies of all waivers from Special Education Rules that are presented to the Board of Education for approval will be given to the Association.

ARTICLE XIII
MISCELLANEOUS

- A. In the best interest of serving local school districts and disabled children within the ISD, the Association and the Board subscribe to the philosophy that differences shall be resolved by peaceful and appropriate means through the negotiating process without interruption of the school program. Accordingly, the Association and each employee agree that, during the term of the Agreement, they will not direct, instigate, participate in, encourage, or support any strike against the Board or any withholding of services by an employee or group of employees.

- B. The Board shall be entitled, in its sole discretion, to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as employee workdays. The rescheduling of such days shall not entitle employees to additional compensation over and above their contracted salary.

- C. If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in her/his sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

- D. This Agreement supersedes and cancels all previous master agreements between the Board and the Association.

- E. If any provisions of this Agreement or any application of this Agreement by the Association or by the Board shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV
LAYOFF, RECALL, AND RESIGNATIONS

Section 1: In the event the Board determines to reduce non-teaching staff, the Board will consider program desirability, legal requirements, certification, qualifications of staff members, prior experience, evaluations, and seniority in determining which staff members shall be retained. Seniority shall be the tie breaker when all other factors are equal.

Section 2: For purpose of this Article, "seniority" shall mean continuous service as a professional staff member in the district.

- Placement on the seniority list shall be determined by the date of the letter offering employment from the Administration. In the event two or more employees are hired on the same date, placement on the seniority list shall be by listing the highest last 4 social security numbers first.
- Employees working at least half-time and completing at least half a contract year shall be granted a full year of seniority.

Section 3: The seniority list shall also include the certification and areas of special education approval broken down by full, temporary, and emergency approval.

Section 4: The seniority list shall be published and posted conspicuously in all buildings of the District by November 1 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association. Objections to the seniority list shall be filed within twenty (20) working days of the posting of the list. Thereafter, the list shall be final and conclusive.

Section 5: Time on approved leave (except as indicated otherwise on the Chart in Article IX, Section 11), or layoff shall not count toward accrued seniority but shall not constitute a break in continuous service.

Section 6: The Board's obligation to pay salary or fringe benefits under any staff member's individual employment contract or under this Collective Bargaining Agreement shall terminate upon layoff. A staff member who is laid off but completes the school year will have her/his Health, Dental, and Vision Insurance paid through the month of September, unless she/he becomes eligible for coverage from another employer prior to that date.

Section 7: Recall of non-probationary non-teaching staff shall be in the inverse order of layoff, i.e., those laid off last will be recalled first, provided, however, that an employee in order to be reassigned shall be certified and/or have full state approval and be qualified as determined by the Board to fill the position to which she/he is assigned.

Section 8: The Board shall give written notice of recall from layoff by sending a registered letter to said staff at her/his last known address when posting open position(s). It shall be the responsibility of each staff member to notify the Board of any change in address. The staff member's address as it appears on the Board records shall be conclusive when used in connection with layoffs, recalls or other notice to the staff member.

Section 9: If the staff member fails to notify the Board within ten (10) days from the date of receipt of the letter, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.

Section 10: Recall rights shall expire one (1) year after layoff for any staff member who is non-teaching staff hired after July 1, 2012, or a tenured teacher at the time layoff occurs; and three (3) years for non-probationary, non-teaching professionals hired before July 1, 2012.

Section 11: Any staff member who requests to resign shall give at least forty-five (45) days written notice to the Superintendent.

ARTICLE XV
EVALUATIONS AND PLANS OF ASSISTANCE

Section 1: Evaluations – Evaluations for teachers will be performed on an annual basis as required by law and may involve more than one observation. Evaluations for non-teaching staff will be performed on a bi-annual basis, unless the employee’s immediate supervisor determines that an annual evaluation is needed, and may involve more than one observation. Written evaluations of staff will be reviewed by the administrator and the staff member and after review, will be signed by both the administrator and the staff member with the staff member receiving a copy of the evaluation. The staff member will also be afforded an opportunity to attach a statement to the evaluation indicating areas of disagreement if she/he so wished within thirty (30) calendar days of being provided the evaluation.

Section 2: Plans of Assistance – In the event that an Association member has area(s) where deficiencies in performance exist, a Plan of Assistance (POA) shall be developed by the member’s supervisor. In the event that a member has an assigned mentor, the supervisor may consult with the mentor when developing the POA.

ARTICLE XVI
DURATION OF AGREEMENT

This contract shall be effective as of May 15, 2023 and shall continue in effect through June 30, 2024.

This Agreement shall not be extended orally and it is expressly understood that it will expire on the date indicated above.

ASSOCIATION:



Amy Burnett-Butler
School Social Worker



Lori Barczak
Teacher



Kim Geibe
School Social Worker



Ruth Bradley
ECSE Non-Classroom Teacher

BOARD OF EDUCATION:



Teresa L. Belote
Superintendent



Kelli Dechnik
Assistant Superintendent of Finance, Operations, & HR



Miranda Bourassa
HR/Communications Manager

APPROVED BY ST. JOSEPH COUNTY ISD BOARD OF EDUCATION:



Elizabeth O'Dell, Board President

5/20/2023

Date

ATTACHMENT A
IEA/SJCISD GRIEVANCE FORM

Name of Grievant(s) _____ Grievance Number _____

Date Cause of Grievance occurred _____ Date Informal Level Meeting occurred _____

FORMAL LEVEL 1:

Specific statement of grievance:

Section(s) of Master Agreement alleged to have been violated:

Relief Sought:

Date filed with Supervisor _____ Signature of Grievant _____

Supervisor's Response to Level 1 Grievance:

Date of Response _____ Supervisor's Signature/Title _____ / _____

FORMAL LEVEL 2:

Date filed with Superintendent _____

Superintendent Response to Level 2 Grievance:

Date of Response _____ Signature of Superintendent _____

Date of Board Level Hearing _____

Board Response to Level 2 Grievance:

Date of Response _____ Signature of Board President _____

Superintendent/Board requests the services of a state mediator? Yes _____ No _____

Association requests the services of a state mediator? Yes _____ No _____

ATTACHMENT B
CODE OF ETHICS FOR MICHIGAN EDUCATORS

The following ethical standards address the professional educator's commitment to the student and the profession. The Code of Ethics is presented to the State Board of Education as a position statement regarding the values that are supported as a statement of the ethical practice of Michigan's professional educators. The PSCT members believe that this Co of Ethics will serve the State Board of Education's goal of Ensuring Excellent Educators for Michigan's children. The commission members chose to align these statements with elements from Michigan's Democratic Core Values. The PSCT members also believe this Code has a natural connection with the teacher's oath that appears on the back of Michigan teaching certificates.

Commission members offer several possible suggestions regarding how this Code of Ethics may be used to promote excellence in Michigan teachers. This Code of Ethics:

1. highlights for all adults involved in PreK-16 educational arenas an agreed upon set of ethical principles to guide decisions;
2. provides a consistent framework for thinking about the societal benefits of quality teachers;
3. raises professional educators' awareness of the responsibility they carry when accepting a teaching certificate and/or position which involves touching the lives of students in Michigan's educational systems;
4. makes a professional educator's ethical commitment transparent to the general public; and
5. facilitates awareness and discussion for both pre-service and in-service educators on ethical standards.

It is recommended that the State Board of Education:

1. approve the Code of Ethics for Michigan Educators as a companion document to the teacher oath to articulate the ethical standards to which professional educators are expected to adhere in their job performance; and
2. direct the Superintendent of Public Instruction to disseminate the Code of Ethics for Michigan Educators to Michigan schools, professional organizations, and other interested parties as discussed in the Superintendent's memorandum dated December 3, 2003.

Michigan Professional Educator's Code of Ethics

Preamble: Society has charged public education with trust and responsibility that requires of professional educators the highest ideals and quality service.

The Michigan State Board of Education adopts this Code of Ethics to articulate the ethical standards to which professional educators are expected to adhere in their job performance.

Ethical Standards: The following ethical standards address the professional educator's commitment to the student and the profession.

1. Service toward common good

Ethical Principle: The professional educator's primary goal is to support the growth and development of all learners for the purpose of creating and sustaining an informed citizenry in a democratic society.

2. Mutual respect

Ethical principle: Professional educators respect the inherent dignity and worth of each individual.

3. Equity

Ethical principle: Professional educators advocate the practice of equity. The professional educator advocates for equal access to educational opportunities for each individual.

4. Diversity

Ethical principle: Professional educators promote cross-cultural awareness by honoring and valuing individual differences and supporting the strengths of all individuals to ensure that instruction reflects the realities and diversity of the world.

5. Truth and honesty

Ethical principle: Professional educators uphold personal and professional integrity and behave in a trustworthy manner. They adhere to acceptable social practices, current state law, state and national student assessment guidelines, and exercise sound professional judgment.

ATTACHMENT C
NAMED EMPLOYEES NOTED

The following employees are noted in Article XI, Section 5.A.2.:

Amy Burnett-Butler
Dara McLeod
Audrey Neal-Gifford