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Bd. approved
Teacher Rat.

9/9/98

8/31/98

MASTER AGREEMENT

between

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT

and the

C.O.O.R. EDUCATION ASSOCIATION/MEA-NEA

July 1, 1998 - June 30, 2001

C.O.O.R. Intermediate School District

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C.O.O.R. EDUCATION ASSOCIATION AGREEMENT - 1998-2001

This AGREEMENT entered into this ___th day of _____, 1998 by and between the C.O.O.R. Education Association, affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the Intermediate School District of C.O.O.R., the City of Roscommon, Michigan, hereinafter called the "Board", the signatories shall be the sole parties to this Agreement.

WITNESSETH:

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of C.O.O.R. Intermediate School District is their mutual aim, and

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Act of 1947 as amended, to bargain with the Association as the representative of its professional personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understanding which they desire to confirm of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. All professional personnel employed as teachers or other professional support persons including but not necessarily limited to the following and similar job titles:

Teacher of the Pre-Primary Age Impaired
Teacher of Speech and Language Impaired
Teacher of Educable Mentally Impaired
Teacher of Hearing Impaired
Teacher of Visually Impaired
Teacher of Mentally Impaired
Teacher of Autistic
Teacher of Emotionally Impaired
Teacher of Severely Multiply Impaired
Teacher of Severely Mentally Impaired
Teacher of Learning Disabled
Teacher Consultant
Career-Technical Special Education Consultant
Career-Technical Co-Op Coordinator
Physically and Otherwise Health Impaired
Occupational Therapist
Physical Therapist
School Psychologist
School Social Worker
Early Intervention Specialist

But excluding the superintendent, administrators, para-professionals, aides, per diem substitutes, substitutes, and all other employees. shall hereinafter in this Agreement be referred to as "Professional Personnel".

B. The Board hereby recognizes the COOR Education Association, hereinafter referred to as the "Association", as the exclusive and sole bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel regularly employed by COOR Intermediate School District certified and/or approved by the State Department of Education and employed in the position requiring a minimum of a bachelors degree.

C. The Board agrees not to negotiate with any professional personnel nor to negotiate with any teachers' organization other than the COOR Education Association for the duration of this Agreement.

D. Personal pronouns depicting gender such as "he" and "she" will be used alternately by Article throughout this Agreement.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every professional personnel as defined in Article I, Sec. A. shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any professional personnel in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States. That it will not discriminate against any professional personnel with respect to hours, wages or any terms or conditions of employment by reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any professional personnel's rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to professional personnel hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use Intermediate office facilities at all reasonable hours for meetings, provided that prior approval must be obtained from the administration and when custodial service is required, the Board will bill the Association.

D. The Association and its duly authorized representatives shall be permitted to transact official Association business on Intermediate property at times other than regular office hours, locations designated by the administration and mutually acceptable to the Association.

E. The Association may request the use of Intermediate facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. Any such use shall be outside of the professional personnel's regular working hours.

F. The Association may use the District message system for Association business communication.

G. The Board agrees to furnish to the Association in response to written requests for regular and routine public information normally available upon request from the Freedom of Information Act. Such as; 1) audited budget; 2) adopted budget; 3) state reports concerning the financial resources of the District, together with information which may be necessary for the Association to process any grievance or complaint.

H. Prior to a Board of Education meeting, the Association shall be furnished a Board agenda and following the meeting, shall receive a copy of the Board minutes within twenty (20) days of said meeting.

I. The Board may place on the agenda of each regular Board Meeting as an item for consideration any matters brought to its attention by the Association as long as those matters are made known to the Superintendent's office ten (10) days prior to said regular meeting. This is not to be used to expand, in place, of, or to circumvent the procedures provided in this Agreement.

J. The Association shall be advised of any revisions in educational policy which are proposed or under consideration, and when possible the Association shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication. (Educational policy shall not be construed to mean board policy.)

K. Professional personnel shall be entitled to full rights of citizenship and no religious or political activities of any professional personnel or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such professional personnel. The private and personal life of any professional personnel is not within the appropriate concern or attention of the Board, unless it adversely affects their assignment and duties.

L. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap or marital status. Membership in the Association shall not be denied to any professional personnel because of race, creed, sex, handicap, marital status, religion, or national origin.

M. All professional personnel shall have the right, upon request, to review the contents of his own personnel file. The professional personnel may request the presence of an Association representative to accompany him in such review. In the event the professional personnel feels that any material in his file is improper, the professional personnel may submit his own statement concerning the matter which will be filed in conjunction with the materials in question. Privileged information, such as confidential credentials and related personal references normally requested at the time of employment, are specifically exempted from review. The administrators shall, in the presence of the professional personnel and authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the professional personnel.

N. A professional personnel shall be entitled to have present a representative of the Association when he is being reprimanded or is being suspended. The professional personnel shall be entitled to up to five working days to arrange for representation. If the nature of the offence is considered to be serious, as determined by an administrator, and after consultation with the CEA/MEA/NEA president or his designee, the employee can be immediately suspended with pay - for up to the time that a Union representative can be present - or (5) days, whichever is shorter. After an investigation, if the serious offense is determined to be unfounded, or to be of considerably less concern than originally thought, an unambiguous letter with the results of the investigation will be placed in the professionals personnel's file. A reprimand shall be defined as an administrative response to a serious deficiency in professional performance. The reprimand shall be presented on the form represented on Appendix "A".

O. If the professional personnel believes that material to be placed in his file is inappropriate or in error, excluding evaluations, he may receive evaluation adjustments, provided cause is shown, through the grievance procedure. The professional personnel shall sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

P. Administrators and supervisors will exercise responsible judgment when requesting professional personnel to carry out an order which may endanger his physical safety or well being beyond the normal risks inherent in that assignment.

ARTICLE III - RIGHTS OF THE BOARD

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the School District to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

A. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the employer.

B. Exercise its rights of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting time, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

C. Direct the working forces, including the right to hire, promote, determine the size of the work force and to lay off professional personnel as long as such action does not conflict with terms and provisions of this Agreement.

D. Determine the qualifications of professional personnel in accordance with State Law.

E. Determine the policy affecting the selection and training of professional personnel, provided that such selection shall be based upon lawful criteria.

F. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

G. Adopt reasonable rules and regulations.

H. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivision thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

I. Determine the placement of operations, production, service,

maintenance or distribution of work, and the source of materials and supplies.

J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from professional personnel as specifically provided for in this Agreement.

ARTICLE IV - DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any professional personnel who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues in the Association, which sum shall thereafter be as established by the Association.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee for dues, the Board agrees to disburse said sums to the Association Treasurer within five (5) days.
- C. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- D. Upon appropriate written authorization from professional personnel, the Board shall deduct from the salary of any professional personnel and make appropriate remittance for annuities or credit unions on record as of July 1, 1988. All credit unions in the C.O.O.R. service area and up to eight (8) different tax sheltered annuity plans will be allowed.

ARTICLE V - FINANCIAL RESPONSIBILITY

A. Any professional personnel who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of professional duties, shall, as a condition of employment, pay a service fee to the Association provided, however that the professional personnel may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that a professional personnel shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding Article, the Board shall, at the request of the Association, terminate the employment of such employee.

The parties expressly recognize that the failure of any professional personnel to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

B. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the professional personnel of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

2. If the professional personnel fails to comply, the Association may file charges in writing with the Board, and shall request termination of the professional personnel's employment. A copy of the notice of non-compliance and Proof of Service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said professional personnel is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or service fee.

C. With respect to all sums deducted by the Board pursuant to authorization of the professional personnel, whether for professional dues or service fee, the Board agrees promptly to disburse said sums upon direction of the Association.

D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Bargaining Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board, including Unemployment Compensation as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the Section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this Section.

E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE VI - HOURS AND CASE LOADS

A. Certified and professional personnel shall report to their school of assignment fifteen (15) minutes prior to, and at their work station at least ten (10) minutes prior to the commencement of classes each day and shall remain at their school of assignments at least fifteen (15) minutes after the closing of classes, for consultation with students, teachers, administrative personnel, or parents, unless they have business at the C.O.O.R. office or are making a home visitation or other professional business not less than a normal seven (7) hour day.

B. A planning and preparation time shall be accommodated by the classroom professional personnel as their individual schedules permit. The minimum time shall be equal to the planning time allowed in the school of record, or 150 minutes per week.

C. Caseloads shall be defined through the procedure set forth in the current Michigan Special Education Rules as amended from time to time.

The teacher portion of the deviation request will serve as notice to the Association that a deviation request is in the process. Other situations regarding caseloads may be brought before the liaison committee by either party. It is the intent of both parties to allow the Board to exhaust all administrative rules, procedures, deviations, compliance procedures and appeal processes prior to any grievance being filed concerning caseloads definitions. In all situations involving class-size and age range the Administration will make every effort to apprise the professional personnel of possible changes.

D. Classroom personnel shall have a duty-free lunch period of at least thirty (30) minutes in length.

ARTICLE VII - TEACHING CONDITIONS

It is agreed that the Intermediate Superintendent or designee will make every effort to ensure that suitable space is available for all professional personnel to provide professional service at each location assigned. This space shall be adequately furnished for each service to be performed. It is further agreed that whenever such suitable space is not available, the professional personnel may work at a location mutually agreeable to the Superintendent or his designee and the professional personnel.

The Board shall provide if possible:

- A. A desk in working order for each professional personnel in the District of record with a lockable drawer space.
- B. Suitable closet space for each professional personnel to store coats, overshoes and personal articles.
- C. Adequate chalkboard space in every classroom.
- D. Copies, exclusively for each staff member's use of all texts used in each of the courses he is to teach.
- E. An appropriate dictionary in every classroom.
- F. Adequate instructional materials shall be provided for daily teacher responsibilities. Such materials shall include but not be limited to tape recorders, language masters, bulletin boards and listening centers with earphones.
- G. Adequate storage space in each classroom for instructional materials.

ARTICLE VIII - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS

A. All professional personnel shall be given written notice of their tentative school of record and/or assignment for the forthcoming year no later than the preceding fifteenth (15th) day of June. In the event that changes in such schedules are proposed, all professional personnel affected shall be notified promptly and consulted. In no event will changes in professional personnel's schedules be made later than the thirtieth (30th) day of September, unless an emergency situation requires same, and the Association shall be so notified in each instance.

B. All professional personnel, at their discretion, will schedule parent-teacher conferences as needed to review their students' progress, and give their recommendations to parents at the time their school of record and/or assignment engages in such a program or at a time mutually agreeable to the parent and the professional personnel.

C. Professional personnel schedules shall be developed and presented to their supervisors for their review and presentation to the Board, or its representatives, for approval. These schedules shall indicate client contact, conference preparation time, and travel time to meet the needs of the job responsibilities. It is understood by both parties that special occasions may create a need for temporary modification of an individual's schedule.

D. At the beginning of each itinerant professional personnel's school year, a period of time not to exceed ten (10) school days shall be set aside for the activity of developing case loads and schedules, and at the end of each school year a period not to exceed five (5) school days shall be set aside for record keeping activities and reports.

E. Preference in any additional assignments shall be given to professional personnel regularly employed in the District and shall be in accordance with seniority and qualification. Such additional assignments shall not be obligatory but shall be with the consent of the professional personnel.

ARTICLE IX - TRANSFERS, VACANCIES AND PROMOTIONS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional personnel. Requests by professional personnel for transfer to a different work assignment or position shall be made in writing. One copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board or its designee.

B. A transfer shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including grade/level and subject area moves as well as changes in buildings. Transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected professional personnel and the Association of the reasons for such transfer.

C. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions.

D. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.

E. The Board declares its support of a policy of filling vacancies from within its own staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association no less than ten (10) working days before the position is filled. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the District, and other relevant factors. Any new positions shall be announced with accompanying job descriptions. An applicant with less seniority in the District shall not be awarded such position unless his qualifications shall be superior.

F. Copies of vacancies will be sent to the Association President.

G. Employees interested in being notified of vacancies which arise during the summer must return the "Notification of Interest" form to the superintendent's office by June 1. This form shall be jointly developed by both administration and the Association and shall be distributed to the members through the Superintendent's office.

H. Any professional personnel who shall be promoted to an administrative or executive position and shall later return to professional personnel status shall be entitled to retain such rights as she may have had under this Agreement prior to such transfer.

I. When the Board of Education fills a vacancy through subcontracting, no professional personnel will be laid-off as a result of subcontracting. When subcontracting is contemplated, the Association and Board will meet and discuss the situation.

J. Professional personnel who were reassigned to positions assumed by local districts will follow the process as defined by Appendix "B".

ARTICLE X - ILLNESS OR DISABILITY

A. At the beginning of each school year, each professional personnel shall be credited with fifteen (15) days of leave, the unused portion of which shall accumulate from year-to-year, but not to exceed one hundred (100) days. The leave days may be taken by a professional personnel for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - All professional personnel may use all or any portion of his leave to recover from his own illness or disability.

2. Death in the Immediate Family - The professional personnel may take a maximum of four (4) days per death. Additional unpaid time may be granted by the Superintendent or his designee. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law and grandparents.

3. Other Deaths - The professional personnel may take one (1) day per death to attend the funeral of any person up to a maximum of three (3) days per year, provided substitutes can be obtained, if needed.

4. Medical or Nursing Care - The professional personnel may take three (3) days per occurrence to make arrangements for medical or nursing care for a member of his immediate family. Immediate family shall be defined as per definition in section A.2 above and domiciled with the professional personnel, or under the immediate care and supervision of the professional personnel.

5. Illness in the Immediate Family - The professional personnel may take a maximum of four (4) days per illness NOT TO EXCEED 8 DAYS PER YEAR . Immediate family shall be defined as in section A.2 above and domiciled with the professional personnel, or under the immediate care and supervision of the professional personnel.

B. The Board shall furnish each professional personnel with a written statement at the beginning of each school year setting forth the total sick leave credit.

C. A professional personnel may be asked to explain the reason for any sick leave for a school day immediately before or after a holiday, or recess.

ARTICLE X - ILLNESS OR DISABILITY

- D. For the 1998-99 school year, the common sick leave bank will be comprised by the following calculation: the number of members in the association as of 9-1-98, multiplied by 3, will equal the number of the contributed by the association. The board will then contribute the remainder to equal 180 days.
- E. For the 1999-2000 school year, if the common sick leave bank falls below 120 days, the common sick leave bank will be comprised by the following calculation: the number of members in the association as of 9-1-99, multiplied by 3, will equal the number of days contributed by the association. The board will then contribute the remainder to equal 120 days. If no days are used in the 1998-1999 school year, the sick bank will remain at 180 days.
- F. For the 2000-2001 school year, if the common sick leave bank falls below 120 days, the common sick leave bank will be comprised by the following calculation: the number of members in the association as of 9-1-00, multiplied by 3, will equal the number of days contributed by the association. The board will then contribute the remainder to equal 120 days. If no days are used in the 1999-2000 school year, the sick bank will remain at 180 days.
- G. This common sick leave bank is to be administered by the board. Professional personnel may make reasonable withdrawals as determined by the board, provided there are sufficient days in the bank and the following conditions are met:
1. The professional personnel must have exhausted all of their personal accumulated sick leave.
 2. A waiting period of five (5) consecutive workdays must have elapsed following the exhaustion of the professional personnel accumulated personal sick leave.
 3. Upon application, withdrawals may be made for up to the balance of the school year.
 4. If the professional personnel are qualified to receive compensation from another source, such as teachers' retirement disability, or Social Security disability, they shall make application for same and upon approval for this source of compensation, stop drawing days from the sick leave bank.
- H. Professional personnel who are unable to perform duties because of personal illness or disability and who have exhausted all sick leave available, shall be granted a leave of absence without pay or Board paid fringe for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year upon written request of the professional personnel.

I. A professional personnel absent from work because of mumps, scarlet fever, measles, head lice, scabies, pink eye, or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.

J. In case of death, with the following limitations, any unused sick leave shall be paid in a lump sum to the beneficiary named by the professional personnel. Such payment shall be computed by multiplying the number of unused sick days times fifty percent (50%), times the professional personnel's daily rate of pay at the time of death. Such payment shall not exceed three thousand dollars (\$3,000.00).

K. Sick leave benefits shall not be used for such reasons as cosmetic surgery, any elective medical treatment or for any surgical procedure which can be scheduled during non-work days. The Superintendent may require medical documentation for the absence, including examination by a Board physician and/or a physician's written statement as to the nature of the illness, and the employee's ability to perform his/her required duties. In the case of a dispute the physician who has treated the professional personnel shall make the final decision. In other than emergency situations, employees requiring sick leave of more than three (3) consecutive working days shall apply two (2) weeks in advance of the requested leave.

ARTICLE XI - PROFESSIONAL, PERSONAL & ASSOCIATION LEAVE

A. At the beginning of every school year, each professional personnel may be allowed up to, but not in excess of five (5) days to be used for professional educational business. Professional educational business days may be used for any educational purpose at the discretion of the professional personnel with department director's approval. The professional personnel planning to use a professional educational business day shall notify the Superintendent at least one (1) week in advance of her absence. Professional educational business days may be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges and universities. The professional personnel will file a written report if requested.

B. At the beginning of the professional personnel contract year, each staff member shall be credited two (2) personal business/emergency days.

These days shall only be used for purposes which cannot be conducted during non-work hours, or for other emergency reasons which are not eligible under illness/injury leave. Personal business/emergency days may not be used for shopping trips, vacation, personal convenience, hunting or any other recreational activities, or for the purpose of earning money. Personal business/emergency days may not be used before or after holidays, vacation, or the first or last day of the school year. It may not be planned in conjunction with any form of paid or unpaid leave or absence.

1. A professional personnel wishing to use her personal business/emergency days shall indicate this desire to her immediate supervisor as well as file and sign a written statement on the appropriate form at least three (3) days in advance, except in emergency situations.

2. The written form will indicate that the use of the personal business/emergency day is for appropriate purposes, and is being used to conduct business or handle circumstances which cannot be conducted during non-workday hours. (This form will require the approval of the immediate supervisor, the division head and Superintendent or his designee for the second personal business day used during the school year.)

3. Failure to comply with the procedures above may result in loss of pay for the day and disciplinary action at the discretion of the Superintendent or his designee.

4. If neither day is used, one (1) personal sick day will be added to the professional personnel's sick days at the end of the school year.

5. These days may be taken in one-half (1/2) day increments of the professional personnel's workday with prior approval of the immediate supervisor.

C. Any professional personnel called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matters shall be paid his full salary less any amount received for such time spent on jury duty or giving testimony. This will not apply to any matter involving an Unfair Labor Practice or Arbitration proceedings unless the individual(s) is called by the Board.

D. At the beginning of every school year, the Association shall be credited with six (6) days to be used by professional personnel who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance of taking such leave. Four (4) additional days may be taken by the Association, provided they reimburse the Board for substitute teacher pay if a substitute is needed to replace an officer or agent of the Association.

E. Any abuse of this Article shall be discouraged by the Executive Board of the C.O.O.R. Education Association and that such utilization will be used in accordance with the terms and conditions in the Master Agreement.

ARTICLE XII - SABBATICAL LEAVE

A. With Board approval, professional personnel who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year if requested. It is agreed that professional improvement includes, but is not limited to: Attending a college, university or other educational institution, travel which will improve the individual's ability to teach.

B. Professional personnel on sabbatical leave shall be considered employees of C.O.O.R. and be allowed credit toward retirement for the time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

C. Professional personnel on sabbatical leave shall receive one-half (1/2) of their current year's salary, fifty percent (50%) of fringe benefits, and may at their own option and expense, participate in other fringe programs. Professional personnel granted such leave shall advance on the salary schedule the same number of steps he would have advanced had he been on the staff of the C.O.O.R. Intermediate School District. Application must be made in writing on or before June 30th preceding the sabbatical leave and the applicant must state his intention to return to the employment of C.O.O.R. Intermediate School District upon expiration of said leave, for at least one (1) year following said leave.

D. In the event the professional personnel does not return to the employment of C.O.O.R. Intermediate School District for the specified one (1) year period, the professional personnel would reimburse C.O.O.R. Intermediate School District for the full amount of salary received and for the fringe cost incurred by the District.

ARTICLE XIII - UNPAID LEAVES OF ABSENCE

A. An unpaid leave of absence may be granted to any (teacher) professional personnel, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the peace corps, teacher corps or job corps as a full-time participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said professional personnel states in writing her intention to return to the school system for a period equal to that of the leave of absence.

B. An unpaid leave of absence may be granted to any professional personnel, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to her professional responsibilities.

C. An unpaid military leave of absence shall be granted to any professional personnel who shall be inducted for military duty in any branch of the armed forces of the United States, for the period of induction.

D. An unpaid leave of absence of either one (1) year or two (2) years shall be granted to no more than one (1) professional personnel upon application for the purpose of serving as an officer in the Michigan Education Association, or the National Education Association, or other professional associations.

E. Any professional personnel may be granted up to one (1) year unpaid leave of absence for the purpose of health care purposes of the immediate family. Immediate family shall be here defined as husband, wife, children, mother, father and domiciled with the professional personnel. The professional personnel requesting leave shall state her intent to return to C.O.O.R. by April 1 of the year in which leave is taken. The leave may be extended to complete a full school year. If the leave is less than a school year, the professional personnel shall return to her former position. If leave is longer than a school year, the professional personnel shall return to a similar position where qualified.

F. Professional personnel will be considered as if she were actively employed by the Board during an unpaid leave of absence for the purpose of engaging in study at an accredited college or university reasonably related to her professional responsibilities. Upon return from said leave, she will be placed on the salary schedule at the level she would have achieved had she not been absent.

H. An unpaid leave will be with the understanding that it is a leave of absence from C.O.O.R., and not from a particular position. Every effort will be made to assure the professional personnel upon her return, will be placed in a similar position for which she is certified and qualified. An unpaid leave of absence is without Board paid salary or fringe benefits.

ARTICLE XIV - TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly-hired and experienced personnel. Each probationary professional personnel shall have a minimum of two (2) evaluations annually. Tenured professional personnel shall be evaluated a minimum of once biannually. The following procedure is established to accomplish these goals:

A. The evaluation of the work of all professional personnel is the responsibility of the administration.

B. All monitoring or observation of the work of a professional personnel shall be conducted openly and with full knowledge of the professional personnel.

C. Copies of all communications, including evaluations by C.O.O.R. administrators, commendations, and validated complaints directed toward professional personnel, which are included in the personnel file, shall be given to the professional personnel at the time of inclusion. Upon completion all evaluations shall be reduced to writing and a copy given to the professional personnel within ten (10) working days of the personal conference between the professional personnel and his evaluator. If the professional personnel disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question, and/or submit any disagreement to the liaison committee.

D. Following the actual observation, a personal conference shall be held between the professional personnel and his evaluator for the purposes of reviewing the observation.

E. If an evaluator identifies areas for improvement in a professional personnel's performance, areas needing improvement shall be set forth in specific written terms, as shall an identification of the specific ways in which the professional personnel is to improve and of assistance to be given by the administrator.

F. At least one (1) observation will be announced forty-eight (48) hours prior to such observation.

G. Each professional personnel, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which evaluations will take place. Job descriptions shall be supplied to the individuals.

H. If the Superintendent is contemplating recommending to the Board of Education, the dismissal of a probationary professional personnel for unsatisfactory work, then he shall notify the probationary professional personnel of this fact at least sixty (60) days prior to the end of the professional personnel's work year. Refusal to offer or review a contract may be subject to the grievance procedure.

ARTICLE XV - PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of professional personnel, participation in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community, state and federal education projects.

B. Any professional personnel who, with the Superintendent's approval, enrolls in an approved course of study at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university shall receive reimbursement from the Board for one-half (1/2) of her tuition upon the successful completion of such course.

ARTICLE XVI - MAINTENANCE OF STANDARDS

This Article shall not restrict the Board in making assignments to the limits stated in Teaching Conditions, or in making necessary administrative adjustments within the established criteria throughout the school system. The following specific conditions are agreed:

A. Two (2) or more part-time employees shall not be used to perform the duties of one classification when it would be reasonable to use one full-time employee.

B. No involuntary transfers, reassignment, or permanent change in assignment shall occur without a legitimate basis for such action, and shall not be done arbitrarily or capriciously.

C. The duties of any professional personnel or the responsibilities of any position in the bargaining unit will not be substantially altered without prior discussion with the liaison committee.

ARTICLE XVII - REDUCTION IN PERSONNEL, ANNEKATION,
CONSOLIDATION, OR OTHER REORGANIZATION
OF THE DISTRICT

A. In the event that a reduction of personnel, shall become necessary, the Board shall first retain those professional personnel who possess current teaching certificates, have the longest seniority in the School District, and who are certified and qualified to teach in those areas or disciplines to be preserved.

1. In the event of layoff, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.

2. In the event of layoff, the Board will institute a recall procedure which, when implemented, will insure professional personnel that they will be recalled in the reverse order of layoff provided that they are certified and qualified for the vacant positions.

3. Professional seniority shall be defined as continuous employment from the date of last hire, plus credit for any previous service (in a position covered by this contract) to the C.O.O.R. Intermediate Board of Education. The seniority list established May 1, 1987, shall form the basis for seniority determination. If a professional personnel has approval in more than one (1) area, she shall hold seniority in all areas. The Board and the Association agree that professional personnel transferring to C.O.O.R. Intermediate School District from constituent school districts, shall be given full experience credit and seniority in their area of approval.

4. No later than thirty (30) days following the ratification of this Agreement, and by every October 15 thereafter, the Board shall prepare, update, and distribute a seniority list.

ARTICLE XVIII - CONTINUITY OF OPERATIONS

A. The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its Officers, Representatives and Members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any professional personnel take part in any strike, slow-down or stoppage of work, boycott, picketing or similar interruption of activities in the school system. Failure or refusal on the part of any professional personnel to comply with any provision of this Article shall be just cause for disciplinary action as deemed necessary.

B. The parties also agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe, inclement weather or when otherwise prevented by Act of God.

1. In the light of recent legislation regarding snow days, professional personnel assigned to one school district will follow the actions prescribed for that local school staff.

2. Professional personnel assigned to two (2) or more school districts shall follow the procedure indicated:

(a) Report to a school district that remains open. (If all assigned schools are closed, the teacher need not report to a school or C.O.O.R. office).

(b) Perform professional work activity at COOR central office.

(c) Professional personnel who have previously worked during a snow day, as prescribed in 2. A & B. above who are required by administration to work additional days, shall be compensated at their regular daily rate.

3. Regarding Sub-Section 2 above professional personnel shall call the C.O.O.R. central office between the hours of 8:00 a.m. and 9:00 a.m. to indicate their selection.

ARTICLE XIX - SCHOOL CALENDAR

A. The parties agree that for the term of this Agreement, the school calendar shall consist of the average number of days of the following four school districts - Crawford AuSable, Houghton Lake, Gerrish-Higgins, and West Branch - and shall be established by mutual agreement of the Board and the Association. The length of the school year for SMI teachers shall conform to state statutes.

B. It is the intent of the Board of Education to align the professional personnel contract days with the school of assignment. Administration shall consult with professional personnel who serve two or more districts and assign those persons to a calendar.

C. At the request of the professional personnel with an extended year contract, the superintendent or his designee may choose to grant said person a shortened school year contract which shall not be less than the average number of days of the following four school districts; Crawford AuSable, Houghton Lake, Gerrish-Higgins and West Branch. Requests will be made in writing on or before May 1st.

D. It is expected that I.E.P.'s (Individual Education Plans), Annual Reviews and other reports will be completed during the regular school calendar.

ARTICLE XX - COMPENSATION

A. The basic salaries of professional personnel covered by this Agreement are set forth in Appendix "C" which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. All newly-hired personnel may be credited with an amount of time on the salary schedule set forth in Appendix "C". for full years outside experience in any school district or other professional experience in an accredited agency.

C. The salary schedule is based upon the normal professional assignment as defined in this Agreement. For professional personnel assignments in excess of the regular school calendar, professional personnel will be compensated at their daily rates defined as:

Contract amount divided by Contract Days = Daily Rate, with the exception of special grants for summer employment that would not be considered part of a professional personnel's normal assignment.

D. Professional personnel required in the course of their work to drive personal vehicles from one school building to another shall receive a car allowance equal to the IRS rate, in effect as of July 1 of each school year. The same allowance shall be given for use of personal vehicles for field trips or other business of the District. When attending an approved conference or workshop, mileage will be paid for a round trip from the District to the conference.

E. Upon notification, the Board shall pay the cost of joining organizations in the individual professional personnel's specialty area, to a maximum of fifty dollars (\$50.00) annually.

F. Any professional personnel that has a dual certification initiated on behalf of the Board of Education may advance on the B.A. + 30 Schedule with the understanding they have three (3) years to complete the necessary course work to be certified through their college of record.

G. Any professional personnel who had certification in three (3) or more areas in the 1990-91 school year or before shall receive a five hundred dollar (\$500.00) salary increase per school year. No new claims shall be made after June 30, 1991. The five hundred dollars is not accumulative. The Superintendent will review certification annually and make final determination of payment.

ARTICLE XX - COMPENSATION (CONT.)

H. Professional personnel will be reimbursed consistent with Board Policy 0144.15 for expenses at conferences or meetings.

ARTICLE XXI - INSURANCE PROTECTION

A. The Board agrees to provide premium payments required for the insurance coverage set forth in Appendix D. Also, the Board shall be relieved from all liability with respect to the benefits provided by the insurance coverages, as described. Failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach of any obligation by either of them. Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

B.. This program will remain in force until a new Contract is ratified.

C. Those part-time employees hired after July 1, 1991 will have their benefits pro-rated according to the following schedule.

0.1	to	0.5	50% of Plan A
0.5	to	1.0	% OF TIME EMPLOYED of Plan A

Those part-time employees not electing Plan A may choose Plan B excluding the dollar amount for the annuity or cash.

ARTICLE XXII - PROFESSIONAL PERSONNEL PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to professional personnel with respect to maintenance of control and discipline in the classroom.

B. Professional personnel shall be expected to exercise reasonable care and use prudent judgment with respect to the safety of pupils and property.

C. Any case of assault upon a professional personnel arising out of or in the course of the professional personnel's employment shall be promptly reported to the Board or its chief administrator. The Board shall provide legal counsel of their choice to advise the professional personnel of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance within the limits of its liability coverage to the professional personnel in connection with handling of the incident by law enforcement and judicial authorities.

D. If legal suit is brought against any professional personnel as a result of their normal teaching responsibilities while that professional personnel is operating within the scope of Board policy and Administrative direction, the Board will furnish legal counsel of their choice.

E. If any professional personnel is complained against or sued for disciplinary action taken by the professional personnel against a student, which is consistent with Board Policy, the Board will provide legal counsel of their choice and render all reasonable assistance except in the case of gross negligence.

F. Any professional personnel, who in the line of duty, sustains injury requiring the absence from work which qualifies for payment under the Workers' Compensation Insurance Act will be paid during the period in which such disability continues, the difference between his regular salary and the amount received as payment under the Workers' Compensation Act for as long as the professional personnel has illness/disability leave days accumulated. The professional personnel's illness/disability leave shall be reduced by one quarter (1/4) for each full day absent from work during such disability period. Upon expiration of the professional personnel's illness/disability leave, or upon the end of the contract year of injury, whichever is later, the Board will furnish only medical, surgical and hospital care benefits as provided by the Workers' Compensation Insurance Act.

G. The Board will reimburse professional personnel for any damage or destruction of normal clothing of a professional personnel, not to exceed two hundred-fifty dollars (\$250.00) while on duty in the school or while on the school premises.

H. Administration of medication to pupils shall be in accordance to Section 380.1178 of the School Code of 1978 as amended. (See Appendix "E")

ARTICLE XXIII - SPECIAL STUDENT, AND INTERN TEACHING ASSIGNMENTS

A. Supervisory Professional Personnel of student teachers shall be professional personnel who voluntarily accept the assignment. They shall be known as "Supervisory Professional Personnel". The parties recognize that "Supervisory Professional Personnel" are not supervisory teachers under Public Act 379 of 1965.

B. Supervisory Professional Personnel shall work directly with the University Program Coordinator, assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

C. The Supervisory Professional Personnel shall file a written report and evaluation with the University Coordinator and the administration with a copy to the student teacher each four (4) weeks.

D. The Board shall disclose the amount received from the University placing the student teachers. Monies made available to the District by the placing university shall be used for in-service training programs, released time for professional personnel covered under this Agreement, and materials and equipment.

ARTICLE XXIV - LIAISON COMMITTEE

The members of the teaching profession are particularly qualified to advise the Board on current educational issues and sound instructional techniques to maintain and improve existing educational standards. There is hereby established a Liaison Committee consisting of three (3) representatives appointed by the Association, and three (3) representatives appointed by the Board. This committee shall meet monthly on a date and time that is mutually acceptable to the committee members. Additional meetings may be scheduled as necessary.

This committee is created to advise the Board on matters of education policy and administrative procedures for the District. Such advice may include, but not be limited to:

- A. In-service Program for professional personnel.
- B. Review of curricular programs and make recommendations for modifications.
- C. Assist in development of innovative educational programs.
- D. Make recommendations for the purchase of materials, supplies and equipment.
- E. Problem solving on an ongoing basis, as long as the solution does not violate the Master Agreement.

The committee may request funds from the Board necessary for this operation.

When formal recommendations are submitted to the Board from the Liaison Committee, the Board shall act on such recommendations at the next regularly scheduled board meeting.

ARTICLE XXV - GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by an employee, who is a member of the bargaining unit, that there has been to her/him a violation, misinterpretation or misapplication of this Agreement.

The term professional personnel as used in this Article, may mean a group of professional personnel having the same grievance. The term "days" shall mean working days.

The Board recognizes the Association's right to file a grievance if a policy concerning wages, hours or working conditions violates the express terms of this contract.

B. Level One - Oral: The professional personnel who feels that she has a grievance should first take the matter up verbally with the immediate supervisor who will attempt to resolve the issue.

C. Level One - Written: If the grievance is not resolved in the above manner, the professional personnel will reduce the grievance to writing within seven (7) days of the occurrence or reasonable knowledge thereof and submit it to the immediate supervisor, or director if supervisor is not available, individually, together with an Association representative, or through the Association representative if authorized by the member. (See Appendix "F")

D. The written grievance shall specify the specific section of the Contract alleged to be violated and specify the remedy desired. The grievance must be signed by the individual or in the case of a policy grievance, by the Association representative.

E. The supervisor or director and the grievant shall have seven (7) days to meet and resolve the grievance. If the grievance is not resolved, the supervisor or director shall have two (2) days to answer the grievance in writing.

F. Level Two - In the event the grievance is not satisfactorily resolved at Level One, written notice of intent to proceed to Level Two shall be given to the Superintendent or his designated representative within seven (7) days of receipt of the written decision at Level One.

G. If the Association gives notice to proceed with the grievance, a meeting shall be held between a representative of the Association and the Superintendent or his designated representative, within seven (7) days of receipt of notification that the grievance is being pursued.

H. A written answer shall be returned to the Association within seven (7) days of said meeting.

I. Level Three - If the decision of the Superintendent or his representative is not satisfactory to the Association, the grievance may be submitted to arbitration by the Association within twenty (20) days of the receipt of the written answer at Level Two. A copy of the demand for arbitration shall be provided to the Superintendent within the above twenty (20) day period.

J. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceedings any change or rely on any evidence not previously disclosed to the other party.

K. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application depends. The arbitrator shall, therefore, not have authority, nor shall the arbitrator consider his/her function to include the decisions of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules or contract construction. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator has no obligation or function to render decision or not to render decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair or inequitable.

Both parties agree that judgment thereon may be entered in any court of competent jurisdiction.

L. The parties agree that the decision of the arbitrator shall be final and binding.

M. The fees and expenses of the arbitrator shall be provided by whom the arbitrator deems in error.

N. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

O. If a class action grievance arises from an action or authority higher than the supervisor, the Association may present such grievance at Level Two of the Grievance Procedure. The Superintendent or his designated representative may request that said grievance be returned to Level One for disposition.

P. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

ARTICLE XXVI - NEGOTIATION PROCEDURES

A. Before April 1st of the final year of this Contract, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.

B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

A. The parties agree that this Contract incorporates their full and complete understandings and that any prior oral or written agreement(s) or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

B. Any individual contract between the Board and an individual professional personnel heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Appendixes "G" and "H" and will not be changed prior to the parties good faith negotiations. This Agreement shall be controlling.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

D. All professional personnel covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District, unless they are specifically paid for such a project.

E. If any provision of this Agreement or any application of the Agreement to any professional personnel or group of professional personnel 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.

F. Copies of the Agreement titled "Agreement between the C.O.O.R. Intermediate School District and the C.O.O.R. Education Association, MEA-NEA" shall be printed at the joint expense of the Board and the Association within thirty (30) days after the Agreement is signed, copies will be given to all employed professional personnel. The copy shall be proofread and approved by the Association prior to printing.

G. All C.O.O.R. professional personnel shall complete and return a monthly travel and expense form to the C.O.O.R. office.

H. The C.O.O.R. office is open at 7:00 a.m. to receive phone calls and to take care of any other business.

Professional Personnel who will be absent from work shall call the C.O.O.R. office, 225-5137, Ext. 143, prior to 7:30 a.m. in order that their absence may be reported to the school to which they are assigned for that particular day. In the case of extenuating circumstances, the Superintendent or designee may be called prior to this time.

Professional Personnel assigned to a local educational agency shall follow their local educational agency call-in procedures.

A current schedule shall be on file at the C.O.O.R. office so that it be known precisely where professional personnel are at all times. If for any reason there is any change in schedule, the C.O.O.R. office will be notified of such changes.

I. All C.O.O.R. itinerant professional personnel shall keep an accurate daily log of their activities.

ARTICLE XXVIII - RETIREMENT PLAN

A. For professional personnel completing the 1992-93 school year and thereafter.

1. The Board shall provide the following cash pay-out to a professional personnel who has completed a minimum of fifteen (15) consecutive years of full-time service, excluding approved leaves of absence, with the COOR Intermediate School District, and are eligible to receive benefits through the Michigan Public School Employees Retirement System, (hereinafter referred to as MPSERS). The cash pay-out shall be an incentive for retirement from the District as follows:

a. 50% of unused sick leave multiplied by the professional personnel daily rate of pay at time of retirement.

b. Maximum payment will be \$6,000.

2. Eligibility for the retirement incentive shall be defined as the minimum age and service requirements needed to qualify for retirement as defined by MPSERS. The first year of eligibility shall be the school fiscal year in which the professional personnel qualifies for the minimum number of requirements for retirement as it applies to the professional personnel.

3. "Retirement" as used in this provision shall mean severance of employment with the District; verification of an application of the professional personnel and MPSERS for retirement benefits from said retirement system; and verification from MPSERS that the employee is eligible and has applied for retirement benefits.

4. This provision provides for retirement to occur prior to July 1st of the year of the professional personnel elects for early retirement, except as the Superintendent and professional personnel shall otherwise agree.

5. Professional personnel receiving the retirement incentive are fully responsible for all tax obligations resulting from the receipt of all payments outlined in this Agreement. Appropriate withholding deductions will be made from payments.

6. The Board shall provide the following extra duty compensation to a professional personnel who has completed a minimum of fifteen (15) consecutive years of full-time service, excluding approved Leaves of Absence, with the COOR Intermediate School District, and fifteen (15) years of credit in the Michigan Public School Employees Retirement System (hereinafter referred to as MPSERS). The extra duty compensation shall be as follows:

\$5,000.00 per year for up to three years.

The employee must provide COOR Intermediate School District with an irrevocable letter of retirement by 9-1 of the year that they wish to perform the service and indicate the date that they will retire. The date of retirement will be no later than 36 months from the date of the receipt of the letter by the Board.

Extra duty compensation will be for services provided to the I.S.D. by the professional personnel. These duties will be mutually determined by the professional personnel and the superintendent. When appropriate documentation is submitted, a payment schedule will be established. Monthly reporting is required for payments to be continued.

ARTICLE XXIX - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1998 and shall continue in effect until the 30th day of June, 2001. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

C.O.O.R. EDUCATION ASSOCIATION

C.O.O.R. BOARD EDUCATION

By William F. Wachowiak

By [Signature]

Date 9/14/98

Date 9/14/98

By Robert L. Kuehling

By [Signature]

Date 9/14/98

Date 9/18/98

Dated this 14th day of September 1998.

APPENDIX "A"

WRITTEN REPRIMAND REPORT

Report Date _____

To: _____ (Employee's Name)

You are hereby issued this Written Reprimand for:

A. Violation _____

1. Time _____

2. Suggested Resources _____

B. Consequences if corrective action is not taken by employee:

C. Employee Response (Optional) _____

Employee Signature (Date)

Administrator's Signature (Date)

(Employee signature does not necessarily indicate agreement with report.)

Note on oral reprimand dated _____ (if any).

Additional documentation attached YES NO (circle)

Distribution:

Original: Personnel File
First Copy: Employee's Personnel File
Additional Copies: _____ (if appropriate)

APPENDIX B

TO: COOR CERTIFIED STAFF

FROM: COOR ISD ADMINISTRATION
COOR EDUCATION ASSOCIATION MEA/NEA OFFICERS

SUBJECT: THE FORMAL TAKE OVER PROCESS

Now that the seniority list has been put in proper order and all of the positions affected by the local district take over have been identified, the final process of reassignment may take place. To facilitate this procedure the following process has been agreed upon by the COOR Intermediate School District Administration and COOR EA:

A. Teachers whose classrooms are being affected by local district take back will have three options:

1. Resign from COOR ISD and accept the same or similar position with the local school district
2. Indicate an interest to stay with COOR but because of a lack of seniority be reassigned to the local district
3. Invoke seniority rights and be reassigned to the position with COOR ISD. (Reassignment under this method means that the teacher with the highest seniority will "bump" the teacher in the lowest first available position for which the senior teacher holds certification).

B. Those teachers who are bumped out of COOR positions will have the option of being reassigned to local school district positions. Failure to accept said position will result in loss of job with no recourse, i.e., unemployment benefits.

C. All Special Education teachers reassigned to local district positions will retain their full experience credit, seniority, tenure rights, and continuous benefits with that district.

D. When possible, the district will attempt to place professional personnel from Career & Technical Education with other education institutions in the COOR area.

E. A three-year "window" will be created for those COOR teachers who will be reassigned to local district. This limited opportunity will allow those reassigned teachers to remain and advance on the COOR ISD seniority list while seeking reemployment with COOR. Reemployment will follow the procedures as outlined on Page 11, Article IX of the 91-94 Master Agreement between COOR ISD and COOR EA, MEA/NEA. This opportunity will remain open until August 31, 1993. Upon returning to COOR, each teacher will receive his/her full experience credit,

F. seniority, tenure rights and benefits.

APPENDIX "C" - SALARY SCHEDULE
 C.O.O.R. INTERMEDIATE SCHOOL DISTRICT
 1998-1999 SALARY SCHEDULE

STEP	B.A.	B.A.+18	B.A.+30/M.A.	M.A.+15	EDS/M.A.+30
0	26,846	26,378	27,579	28,605	29,314
1	27,190	27,736	28,984	30,040	30,783
2	28,567	29,115	30,412	31,506	32,259
3	30,237	30,838	32,189	33,323	34,214
4	31,644	32,263	33,663	34,826	35,742
5		33,710	35,151	36,352	37,296
6		35,175	36,663	37,893	38,873
7		36,661	38,194	39,447	40,481
8		38,168	39,746	41,039	42,115
9		39,698	41,320	42,647	43,783
10		41,456	43,130	44,499	45,781
11		43,289	45,008	46,407	47,853

Longevity shall be paid beginning at Step 15 at the rate of \$2,100.

Additional longevity shall be paid at Step 20 and thereafter according to the following schedule:

1998-1999	\$1,000
1999-2000	\$1,500
2000-2001	\$2,000

APPENDIX C
SALARY SCHEDULE COMPUTATIONS

B.A.

This level is computed by using the Crawford-AuSable, Houghton Lake, Garrison-Higgins and West Branch-Rose City B.A. step for each step, adding the amounts together and dividing by four.

B.A. + 18

This level uses the following for its calculation for each year on the salary schedule:

Crawford-AuSable	B.A. + 18
Gerrish-Higgins	B.A. + 15
Houghton Lake	B.A.
West Branch-Rose City	B.A. + 15

For each step all four schools are added together and then divided by four.

B.A. + 30 / M.A.

This level uses the following for its calculation for each year on the salary schedule:

Crawford-AuSable-	M.A.
Gerrish-Higgins-	M.A.
Houghton Lake -	The average of Houghton Lake B.A. + 30 (12 hours X credit hour cost) at the Houghton Lake M.A.
West Branch-Rose City-	The average of the West Branch B.A. + 30 and the West Branch M.A.

For each step all four schools are added together and then divided by four.

M.A. + 15

This level uses the following for its calculation for each year on the salary schedule:

Crawford-AuSable -	M.A. + 15
Gerrish-Higgins -	M.A. + 15
Houghton Lake -	M.A. + 15 hours X cost of credit hours
West Branch-Rose City -	M.A. + 15

For each step all four schools are added together and then divided by four.

M.A. + 30 / E.D.S.

This level uses the following for its calculation for each year on the salary schedule:

Crawford-AuSable -	E.D.S.
Gerrish-Higgins -	<u>NOT USED</u>
Houghton Lake -	M.A. + 30 hours X cost of credit hours
West Branch-Rose City -	M.A. + 30

For each step all three schools are added together and then divided by three.

Calculation of Contract Amounts:

No final calculations are to be made until all local districts that are used in the computation of this schedule are settled and ratified. If all schools are not settled by September 1, then improvements will be made at level and step, if the employees are eligible for those improvements. If all four districts are not settled by November 1st this issue will be brought to Liaison during November for determination of how the salary will be calculated until all districts are settled and ratified.

APPENDIX "D" - INSURANCE COVERAGE 1998-99

1998-99

July 1, 1998 through June 30, 1999 COOR Board shall pay a maximum premium of \$600.00 per employee per month for MESSA PAK Plan "A", or the monthly premium for MESSA PAK Plan "B" at the employees option. MESSA-PAK "A" and "B" coverages are as follows:

PLAN A - For employees needing health insurance

SUPER CARE I

LONG TERM DISABILITY - 66 2/3%
\$2,500 MAXIMUM
90 CALENDAR DAYS - STRAIGHT WAIT
FREEZE ON OFFSETS
ALCOHOLISM/DRUG ADDICTION 2 YEAR
MENTAL/NERVOUS SAME AS ANY OTHER ILLNESS

DELTA DENTAL 75-50-75: \$1,200
NEGOTIATED LIFE \$30,000 AD&D
VISION VSP-3

PLAN B - For employees not needing health insurance

DELTA DENTAL 80/80/80: \$1,300
VISION VSP-3
NEGOTIATED LIFE \$40,000 AD&D
DEPENDENT LIFE \$10,000 SPOUSE/\$5,000 CHILD(REN)
LONG TERM DISABILITY 66 2/3% SAME AS ABOVE

Should the Association choose to continue MESSA PAK coverage as outlined above those individuals electing Plan "B" will be eligible for a \$1,200.00 one time payment in 1998-99, provided the recipient has other health insurance coverage.

If the cost of Super Care I exceeds the indicated amounts, a meeting of the liaison committee will be held where a decision will be made as to which of the three options listed below will be implemented:

1. The affected professional personnel shall be required to pay the difference in direct monthly payments. Said payments shall be made to COOR ISD by the first of the insured month.
2. Benefits will be reduced so that the cost will not exceed the maximum premium amount.
3. The board will seek bids for insurance coverage. The maximum premium amount will not exceed the amount specified in this appendix.

APPENDIX "D" - INSURANCE COVERAGE 1999-2000

1999-2000

July 1, 1999 through June 30, 2000 COOR Board shall pay a maximum premium of \$650.00 per employee per month for MESSA PAK Plan "A", or the monthly premium for MESSA PAK Plan "B" at the employees' option. MESSA-PAK "A" and "B" coverages are as follows:

PLAN A - For employees needing health insurance

SUPER CARE I

LONG TERM DISABILITY - 66 2/3%
\$2,500 MAXIMUM
90 CALENDAR DAYS - STRAIGHT WAIT
FREEZE ON OFFSETS
ALCOHOLISM/DRUG ADDICTION 2 YEAR
MENTAL/NERVOUS SAME AS ANY OTHER ILLNESS

DELTA DENTAL 75-50-75: \$1,200
NEGOTIATED LIFE \$30,000 AD&D
VISION VSP-3

PLAN B - For employees not needing health insurance

DELTA DENTAL 80/80/80: \$1,300
VISION VSP-3
NEGOTIATED LIFE \$40,000 AD&D
DEPENDENT LIFE \$10,000 SPOUSE/\$5,000 CHILD (REN)
LONG TERM DISABILITY 66 2/3% SAME AS ABOVE

Should the Association choose to continue MESSA PAK coverage as outlined above those individuals electing Plan "B" will be eligible for a \$1,200.00 one time payment in 1999-2000, provided the recipient has other health insurance coverage.

If the cost of Super Care I exceeds the indicated amounts, a meeting of the liaison committee will be held where a decision will be made as to which of the three options listed below will be implemented:

1. The affected professional personnel shall be required to pay the difference in direct monthly payments. Said payments shall be made to COOR I&O by the first of the insured month.
2. Benefits will be reduced so that the cost will not exceed the maximum premium amount.
3. The board will seek RFB for insurance coverage. The maximum premium amount will not exceed the amount specified in this appendix.

APPENDIX "D" - INSURANCE COVERAGE 2000-2001

2000-2001

July 1, 2000 through June 30, 2001 CCCR Board shall pay a maximum premium of \$700.00 per employee per month for MESSA PAK Plan "A", or the monthly premium for MESSA PAK Plan "B" at the employees option. MESSA-PAK "A" and "B" coverages are as follows:

PLAN A - For employees needing health insurance

SUPER CARE I

LONG TERM DISABILITY - 66 2/3%
\$2,500 MAXIMUM
90 CALENDAR DAYS - STRAIGHT WAIT
FREEZE ON OFFSETS
ALCOHOLISM/DRUG ADDICTION 2 YEAR
MENTAL/NERVOUS SAME AS ANY OTHER ILLNESS

DELTA DENTAL 75-50-75: \$1,200
NEGOTIATED LIFE \$30,000 AD&D
VISION VSP-3

PLAN B - For employees not needing health insurance

DELTA DENTAL 80/80/80: \$1,300
VISION VSP-3
NEGOTIATED LIFE \$40,000 AD&D
DEPENDENT LIFE \$10,000 SPOUSE/\$5,000 CHILD(REN)
LONG TERM DISABILITY 66 2/3% SAME AS ABOVE

Should the Association choose to continue MESSA PAK coverage as outlined above those individuals electing Plan "B" will be eligible for a \$1,200.00 one time payment in 2000-2001, provided the recipient has other health insurance coverage.

If the cost of Super Care I exceeds the indicated amounts, a meeting of the liaison committee will be held where a decision will be made as to which of the three options listed below will be implemented:

1. The affected professional personnel shall be required to pay the difference in direct monthly payments. Said payments shall be made to CCCR ISP by the first of the insured month.
2. Benefits will be reduced so that the cost will not exceed the maximum premium amount.
3. The board will seek bids for insurance coverage. The maximum premium amount will not exceed the amount specified in this appendix.

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT
1998-1999 SALARY SCHEDULE

STEP	B.A.	B.A.+18	B.A.+30/M.A.	M.A.+15	EDS/M.A.+30
0	25,846	26,378	27,579	28,605	29,314
1	27,190	27,736	28,984	30,040	30,783
2	28,567	29,115	30,412	31,506	32,259
3	30,237	30,838	32,189	33,323	34,214
4	31,644	32,263	33,663	34,826	35,742
5		33,710	35,151	36,352	37,296
6		35,175	36,663	37,893	38,873
7		36,661	38,194	39,447	40,481
8		38,168	39,746	41,039	42,115
9		39,698	41,320	42,647	43,783
10		41,456	43,130	44,499	45,781
11		43,289	45,008	46,407	47,853

Lyle Spalding, Superintendent, C.O.O.R. ISD



Date


9/1/98

Bill Wachowiak, President, CEA-MEA



Date


9/1/98

Number of staff days by district

CRAWFORD-AUSABLE
186.00

GERRISH-HIGGINS
186.00

HOUGHTON LAKE
184.00

WEST BRANCH-ROSE CITY
188.00

AVERAGE

186.00