

4496

6/30/2000

AGREEMENT

Between the

**Clinton County Regional Educational
Service Agency**

and

**The Ingham Clinton Education
Association, MEA/NEA**

1997-2000

Clinton County Regional Educational Service Agency

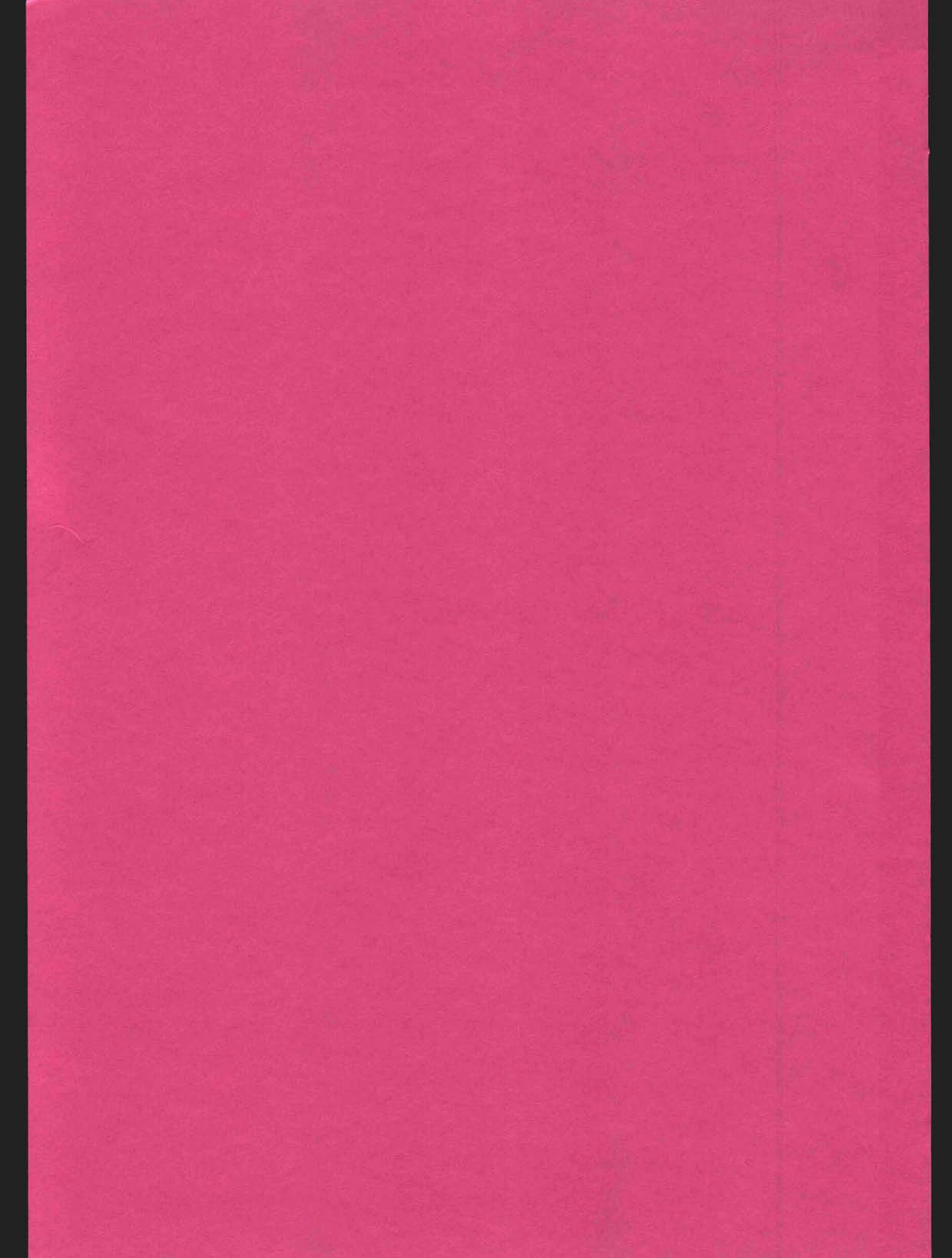


TABLE OF CONTENTS

<u>ARTICLES</u>	<u>PAGE NUMBERS</u>
ARTICLE I - RECOGNITION	2
ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	2
ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES	4
ARTICLE IV - AGENCY SHOP AND PAYROLL DEDUCTIONS.....	5
ARTICLE V - WORKING CONDITIONS.....	8
ARTICLE VI - WORKING HOURS, CASELOADS AND ASSIGNMENTS	9
ARTICLE VII - VACANCIES AND TRANSFERS.....	11
ARTICLE VIII - PROFESSIONAL IMPROVEMENT	12
ARTICLE IX - PROFESSIONAL BEHAVIOR.....	13
ARTICLE X - CIVIC AND ASSOCIATION DAYS.....	15
ARTICLE XI - SPECIALIST EVALUATION AND PROGRESS	15
ARTICLE XII - ILLNESS - DISABILITY AND PERSONAL LEAVE	19
ARTICLE XIII - LEAVES OF ABSENCE WITHOUT PAY	22
ARTICLE XIV - REDUCTIONS IN PERSONNEL	24
ARTICLE XV - GRIEVANCE PROCEDURE.....	26
ARTICLE XVI - MISCELLANEOUS PROVISIONS	30
ARTICLE XVII - PROFESSIONAL COMPENSATION.....	31
ARTICLE XVIII - SUBCONTRACTING	34
ARTICLE XIX - DURATION	36
APPENDIX A - INSURANCE PROTECTION	37
APPENDIX B - SALARY SCHEDULE.....	40
APPENDIX C - CALENDAR	43
APPENDIX D - GRIEVANCE FORM.....	44
LETTER OF AGREEMENT.....	45
LETTER OF AGREEMENT.....	46

AGREEMENT BETWEEN
CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY
AND
THE INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA

This Agreement entered into on the 13th day of November 1997, by and between the Board of Education of the Regional Educational Service Agency in the County of Clinton, Michigan hereinafter called the "Board," and the Clinton Ingham Education Association, MEA/NEA, hereinafter called the "Association":

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education and specialized services for the children of the constituent school districts in the Clinton County Regional Education Service Agency is their mutual aim and that the effectiveness of such education and service depends upon professional and cooperative planning, implementation with constituent districts, to familiarize constituent school districts with RESA programs and services, through visitations, inservices, workshops and staff presentations, and

WHEREAS, the members of the profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board functions within the powers and duties delegated by state law and is solely responsible for the adoption of policy, and

WHEREAS, the Board and Association have statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain in good faith with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - RECOGNITION

- A. The Board recognizes the association as the exclusive bargaining representative, pursuant to Act 379 of the Michigan Public Acts of 1965 for:

The Staff positions covered by this Agreement are all State approved certified and licensed professional staff such as: Speech Therapist, School Social Workers, School Psychologist, Homebound and Hospitalized Teacher, Teacher Consultants, Physical Therapists, Occupational Therapists, Certified Vocational Education Teachers and Special Education Classroom Teachers as defined by School law, hereafter referred to as "specialist." Excluding administrative and supervisory personnel, clerical, secretarial, licensed or certified persons employed as aides, aides and custodial staff and all non-regular part time employees and all other such employees.

- B. The term "specialists" when used in this Agreement shall refer to all employees represented by the Association in the Bargaining Unit.
- C. The Board of Education and/or its designated agents shall hereafter be referred to as "The Board."
- D. Disputes arising concerning the bargaining unit classification of a professional position will be resolved by the Michigan Employment Relations Commission.
- E. The term "Local Association" when used in this Agreement shall refer to the local unit of the Association whose members are employees of the Board.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Agency and Association agree to abide with Act 379 of the Michigan Public Acts of 1965 as amended, and to all applicable laws related to specialists rights and responsibilities.
- B. The Association agrees that specialists shall have the right to join any specialist organization, but membership in a specialist organization shall not be required as a condition of employment.

- C. The Local Association (and its members) shall have the right to use facilities for meetings upon the approval of the Superintendent or designee. Such use of the buildings shall be without charge during the school days. Requests for evening or weekend use will be subject to the approval of the Superintendent or designee when requested in writing two (2) days in advance. When such evening or weekend use results in added cost to the district, such cost will be billed to and paid by the Association.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on RESA property with the approval of the Superintendent or designee, provided that this shall not interfere with or interrupt normal operations.
- E. The Local Association shall have the right to use Board designated, computers, printers, calculating machines and audio-visual equipment upon written notification to the Superintendent or designee. The use of the copy machine will be permitted provided costs of operations are met by the Association. Arrangements for use of designated equipment shall not interfere with the normal operation of the district.
- F. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board, which shall be provided in the Agency owned or leased buildings. The Association may use staff mail boxes for communications to specialists.
- G. The private lives of specialists shall not be the concern of the Board unless their conduct shall adversely affect their relationship with students or the discharge of their professional duties.
- H. The Association shall be responsible to notify the Board, in writing, the elected officers of the Association.
- I. The provisions of this Agreement shall be applied without regard to race, creed, religion, ethnic group, national origin, age, sex, handicap or marital status.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, hereby, retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. The Board's judgment and discretion in connection therewith shall be limited only to the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States.

The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation the right to:

1. Establish policies, manage and control the Regional Educational Service Agency, its equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all foregoing, and the right to establish, modify or change any work or business or school hours or days.
3. Hire all employees and, subject to the provisions of the law, to determine their job descriptions for purposes of hiring, their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote, transfer and lay off of specialists.
4. Adopt reasonable rules and regulations.
5. Determine the size of the administrative organization, its functions, authority, amount of supervision and organization, provided that the Board shall not abridge any rights from specialists as specifically provided for in the Agreement.
6. Determine the number and location or relocation of its facilities.
7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

The foregoing are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, except by written mutual consent.

ARTICLE IV - AGENCY SHOP AND PAYROLL DEDUCTIONS

A. Agency Shop

1. Association Membership. Each specialist in the bargaining unit shall have the right to freely join or refrain from joining the Association and shall not be discriminated against by reason of joining or refusing to join the Association. A specialist who was on staff and not a member of the Association on July 1, 1982, shall have the option of joining the Association, paying the representation fee or being excluded from any obligation under this clause.

2. Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a specialist of his/her equal obligation to compensate the Association for the benefits he/she receives and to represent all of the specialists in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the specialists in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each specialist in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

3. Service Fee. Except as hereinafter provided, each specialist who is not a member of the Association in good standing and does not make application for membership thirty (30) calendar days from their date of hire shall, as a condition of employment, pay a service fee. The service fee shall be determined by the Association and shall be equivalent to each specialist's proportionate share of the cost of negotiating and administering the collective bargaining agreement but in no event shall it be more than the regular monthly association membership dues uniformly required of specialists who are members. The amount of said dues or service fee shall be that amount which the Association designates in writing during the first two weeks of September of each year. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful. The provision shall not apply to specialists who were on staff and not members of the Association or paying a service fee prior to July 1, 1982.

4. Specialist's Authorization For Payroll Deduction. Each bargaining unit member must deliver to the Board a written authorization for the Board to deduct any association dues or service fees, as the case may be. The written authorization to deduct any Association dues or service fees shall continue in effect from year to year, unless revoked in writing by the bargaining unit member.

5. Board Responsibility. Pursuant to such authorization, the Board shall deduct such dues from the regular check of the specialist over twenty-one (21) pay periods and monthly transmit the total deductions to the Association, together with a listing of each specialist for whom deductions were made, except that the Board shall not be required to make deductions authorized by a specialist during any pay period such employee did not provide services to the board unless such specialist was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

6. Limitations. In the event a specialist who is obligated to, but fails to pay the Association dues or service fee directly to the Association, or to authorize payment through payroll deductions, such failure shall not cause the specialist to be terminated. However, the Board recognizes the right of the Association, based on the obligations set forth in this Agreement, to pursue collection of either the Association dues or the service fee by appropriate action in a court of competent jurisdiction. The Association agrees that in no event shall the Board be a party to such collection action, that it shall not be involved in any manner in the enforcement or collection of a specialist's obligation to the Association, and that the Association shall not use wage assignment nor garnishment as methods for collecting dues or fees.

7. Conscientious Objections. Notwithstanding the foregoing provisions, any specialist whose ideological beliefs prevent him from supporting the Association shall, so as to show good faith in view of the fact that other nonmembers of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such specialists shall pay a sum equivalent to the service fee required to be paid by nonmembers of the Association to a non-union, nonreligious charitable organization mutually agreed upon by the Association and the specialist furnishing a copy of the receipt thereof to the Association. The specialist may authorize a payroll deduction in the same manner as provided in A(5) above. In the event a specialist shall not pay through payroll deductions, the Association shall have a right to pursue collection of said contribution by appropriate action in a court of competent jurisdiction pursuant to A(6) above.

B. Payroll Deductions

Upon appropriate written authorization from the specialist, the Board shall deduct from the salary of any specialist and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.

C. Save Harmless

The Association agrees to indemnify and save the Board, including each individual school Board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE V - WORKING CONDITIONS

- A. Any specialist who feels that existing facilities are inadequate may file a written statement with the Program Director or designee specifically outlining needed improvements. Any specialist who feels the facility is hazardous to one's health and safety should notify program director or designee as soon as possible. The Program Director or designee and/or the Superintendent agrees to confer with the RESA/Local Superintendents and/or local principals regarding any reported deficiencies that may exist. Such conference should be held within ten (10) working days or as soon as practical. Written copies of a summary of this conference shall be submitted to the specialist, the Local Association, and the Local School Superintendent and/or Local School Principal and Program Director or designee.
- B. The parties recognize the importance of the use of professional reference materials by the specialists. The Board therefore agrees to provide and maintain agreed upon professional reference materials and the specialists agree to use reasonable care in handling and using such materials.
- C. The Board at its discretion, agrees to make available reasonable telephone, typing and duplicating services with the assistance of clerical staff.
- D. Except in emergencies, the Board shall not require the specialist present to supervise another specialist's class(es), without the specialist's consent.
- E. Each April the staff will have the opportunity to submit budgetary recommendations to their respective supervisors. These recommendations shall be considered by the Superintendent or designee.
- F. A specialist shall not be required to perform any duties not specified in their job description, without their consent.
- G. Specialists may be permitted to visit other programs in their specialty areas with administrative consent.
- H. The Board recognizes the importance of protecting a specialist from abuse by a student. In this regard, any specialist may report any problem of abuse by a student to their supervisor. The supervisor will request a meeting with the specialist and any other person deemed appropriate to address the report and develop a plan of assistance. The administration will also, upon the specialist's request, review the student's I.E.P. along with the specialist and consider any appropriate action that might need to be taken.

- I. The Board recognizes the need to provide quality programs to meet the individual student's educational plans. The assignment of aides to professional staff and their programs shall be cooperatively planned by the supervisor and the professional staff. When this process does not result in agreement, the administration retains the administrative function to make assignments.
- J. The specialist shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Specialists shall receive appropriate training and medical consultation regarding medical factors of students, and the specialist will be provided appropriate liability coverage.

ARTICLE VI - WORKING HOURS, CASELOADS AND ASSIGNMENTS

- A. 1. All specialists shall be required to perform professional services, for at least 6½ hours per day exclusive of lunch period. Any deviation from this required schedule must be with prior approval of the Program Directors or designees. Also, specialists are encouraged to attend to those matters which require attention at that time, including consultations with parents when scheduled directly with the specialists, scheduled staff meetings, Open House or Parent-Teacher Conferences. Normally, staff meetings, IEPCs and other functions will be scheduled during the work day. Scheduling of staff meetings, IEPCs and other functions after the normal working day shall be kept to a minimum, and shall require advance notification to the specialists.
2. When a meeting is called with less than two weeks notice, itinerant specialists will be notified at the local district as specified by the written weekly schedule by phone, in addition to placing written notice in the specialists mailbox. When a specialist misses a meeting, the specialist shall be responsible for contacting the supervisor in an effort to be apprised of the content of the meeting.
3. Those specialists who are classroom teachers and are assigned to a constituent school district shall have the same report in, lunch period, dismissal hours and holiday/spring break periods as the constituent local classroom teacher.
4. The schedule of the working day for specialists associated with classroom programs not included in three (3) above, will be set by the administration prior to the beginning of each school year.

5. Classroom teachers assigned to the RESA may have a 30 minute duty-free lunch period. If lunch period is not duty-free, said 30 minutes will apply towards the 6½ hours of contact with students, if approved by his/her supervisor.
 6. Classroom teachers assigned to the RESA shall have a specific planning period daily determined at the beginning of the school year by his/her supervisor.
 7. The schedule for the Clinton County Educational Center will include eight (8) half-days for the purpose of collaborative planning, interstaff consultation regarding specific students, interagency consultations, planning IEPCs, holding IEPCs, home visits and visiting other programs. Such half-days and such activities will be jointly planned with the administration. One (1) half-day will be reserved for CPR training. The scheduling of the half-days and activities must be approved by the administration. Necessary deviation will be worked out jointly by the staff and the administrator.
 8. Itinerant specialists shall have no less than 3 1/4 hours each week for planning and records, such planning time determined at the beginning of each school year by the program director or supervisor.
- B. Caseloads for specialists and class size for the teachers shall not exceed the maximum recommendations as promulgated by the State Department of Education or unless there is a state board department approved waiver in situations that benefit both students and teachers. The Administration shall consult with those specialists or teachers involved in the specific situation and shall provide notice to the Association upon application for a waiver. Such notice shall include a copy of the waiver request that is presented to the state department:
1. A deviation request is filed by the program director and approved by the State Department of Education.
- C. Each specialist shall be responsible for maintaining the proper records of services rendered, including time spent in constituent school districts and such other permanent reports as are required by the Board of Education.
- D. No specialist shall be assigned outside the specialist's certification, license, State approval (as applicable) or outside the Specialist's discipline, except in emergency situations.

- E. When a change in assignment is made, specialists affected will be informed of the reasons for making the change. All specialists shall be given written notice of their tentative assignments for the forthcoming year no later than the end of the current year.
- F. The specialist shall be required to comply with the scheduling and informing policies as established by the Program Director or designee. Designated office staff shall be kept informed of each specialist's schedule during their work week.
- G. Each specialist who is a classroom teacher must report illnesses to the CCRESA designated person not later than one (1) hour prior to their first assignment. Each itinerant specialist must report illnesses by 8:15 a.m. to the CCRESA Administration Office.
- H. Specialists who are available for summer employment shall inform the Program Director in writing of their availability by May 15. Employment for summer programs shall not be obligatory. The calendar for summer and summer hours shall be established by May 1. A separate employment contract will be required for summer classroom employment. The specialist who currently holds the position/room shall first be offered the available position. If the specialist refuses, the position will then be offered on the basis of seniority.
- I. A specialist who teaches full time during the normal school year and signs a separate summer employment contract can receive time off outside of their assignment. This time can be scheduled for five (5) consecutive work days prior to the end of the summer session. The time off must be scheduled in advance and with the director's approval. Specialists will not be compensated for this time.
- J. There will be no department heads.

ARTICLE VII - VACANCIES AND TRANSFERS

A. Definitions:

Vacancy: A bargaining unit position which is open due to the death, retirement, resignation, transfer, or discharge of a bargaining unit member (unless such position will be discontinued) or a new position within the bargaining unit.

Transfer: A change of assignment for a specialist.

- B. Requests by specialists for a change in assignment shall be made in writing by March 15 of each school year. The request shall set forth the reasons for the transfer and the specialist's area of State approval certification or licensure, and qualifications. The request shall be filed with the Superintendent.
- C. A change of assignment will only be made during the school to prevent undue disruption of the instructional program. In the event that a change of assignment becomes necessary during the school year, qualified specialists will be informed of the needs of the agency. Volunteers will be requested. If no qualified specialist volunteers, a change of assignment will be based upon the following: the specialist with the least seniority, qualifications, certification, licensure, and/or State approval, with final determination by the Superintendent.
- D. When a vacancy occurs, a notice containing the job description and State approved qualifications will be posted on the bulletin board in the Administration Offices. Only specialists who are State approved, certified, licensed, qualified and experienced will receive a copy of the notice in the mailbox via U.S. mail with a certified, return receipt request. This mailing will include any specialist on leave of absence or layoff. Vacancies shall not be filled until after such vacancy has been posted for a period of two (2) weeks from the date of the postmark. This procedure will be followed at all times, including summer recess.
- E. In filling vacancies within the bargaining unit, present employees in the RESA will be given preference.

When filling administrative vacancies, the Board will consider present employees who make application. The decision of the Board in filling vacancies shall be final.

- F. The foregoing shall not be construed in such a way as to prohibit the Board of Education and the Clinton County Regional Educational Service Agency from being an Equal Opportunity Employer.

ARTICLE VIII - PROFESSIONAL IMPROVEMENT

- A. A specialist desiring to attend a professional development activity must submit a request in writing at least one week in advance and receive prior approval of the Program Director or designee.
- B. The specialist may be requested to submit a written report within one (1) week of attendance at such meeting.

- C. Professional development activity fees that exceed twenty-five dollars (\$25) shall be prepaid by the Regional Educational Service Agency. Specialists shall submit a detailed estimate of expenses to the Program Director or designee normally two (2) weeks in advance.
- D. A statement of actual costs, accompanied by receipts, shall be submitted with the next expense voucher so that any difference between the estimated cost advance and actual expenditure can be corrected.
- E. The parties encourage professional improvement and conference attendance by specialists in the area of their specialization. The Board of Education may endorse, after consideration of the merits in each individual case, specialist participation in certain educational projects, conference, study and other outside activities which will benefit the specialist and the Agency. Determination by the Board that such participation would be in the best interests of the Agency shall not be considered a precedent.
- F. The Board shall limit its financial obligation to three hundred fifty dollars (\$350) for professional development activities per specialist per year. If the specialist is requested to attend a professional development activity, all expenses will be paid. Up to \$50 shall be applied to dues in professional organizations related to a specialist's discipline. Of the amount available for professional development activities, up to \$150 of the amount can be used for classes.
- G. Specialists who are involved in inservice activities within the RESA shall be allowed release time from normal professional duties to plan and carry out inservice activities.

ARTICLE IX - PROFESSIONAL BEHAVIOR

- A. Specialists are expected to comply with the rules, regulations and directions of the Board of Education and administrative staff. It is expressly understood that such rules, regulations and directions shall not abrogate the expressed provisions of this Agreement.

- B. Abuses of sick leave or other leaves of absence, chronic tardiness or absence, deficiencies in professional performance or unethical conduct will result in disciplinary action which may include any or all of the following:
1. Verbal warning.
 2. Written warning.
 3. Disciplinary suspension with pay.
 4. Suspension with pay pending hearing where required by law.
 5. Suspension without pay.
 6. Termination of employment.
- C. The Board of Education and administration (adhere) to the concept of progressive discipline; however, it is expressly understood that in some infractions, termination of employment may be warranted without progressive discipline.
- D. No specialist under the Tenure Act or other bargaining unit member who has served a commensurate period of probation, (excluding probationary specialists) shall be disciplined, reprimanded or reduced in compensation without just cause. All information forming the basis of disciplinary action will be made available to the involved parties.
- E. The specialist is responsible for having earned all certificates, endorsements, licenses and/or State approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the specialist's responsibility to file such certificates, endorsements, licenses, and/or approvals with the Board. 'Certified', for the purposes of this Agreement, shall also include position specifications issued by governmental agencies or authorities in connection with receipt of full categorical, membership or grant funding for a particular program operated by the Board.

The specialist shall provide written notice to the Board and association of any change to his/her certificates, endorsements, licenses or approvals after the original filing of same with the Board. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The specialist shall further notify the Board and the Association in writing, in the event that he/she petitions the State Board of Education or any other regulatory authority for nullification or limitation of his/her certificate, license, approval or endorsement."

ARTICLE X -CIVIC AND ASSOCIATION DAYS

- A. A specialist called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact finding, shall be paid their full salary for such time spent on jury duty or giving testimony. Legal duty compensation shall become the property of the Board.
- B. At the beginning of every school year, the Association shall be credited with four (4) days, 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, providing there is no conflict, and the Association agrees to pay for necessary substitute at the prevailing substitute rate of pay.

ARTICLE XI -SPECIALIST EVALUATION AND PROGRESS

Formal evaluations shall be conducted by the specialist's immediate supervisor in accordance to state guidelines.

- A. The evaluation of the performance of each specialist is the responsibility of the administration. The administrator will meet with the specialist to discuss criteria for the evaluation prior to the evaluation. All monitoring or observations of the work of a specialist shall be conducted openly and with the full knowledge of the specialist. Specialists shall be informed of which week their formal evaluation observation will occur. In the event that the evaluation of a non-probationary specialist is not completed, the specialist may assume that his/her performance is satisfactory.
- B. The performance of all specialists will be evaluated in writing in accordance with the following:
 - 1. Probationary specialists will be evaluated in writing at least once each year.
 - 2. Non-probationary specialists will be evaluated at least once every three (3) years.

- C. A probationary specialist's administrator shall provide the Individualized Development Plan (IDP) containing: instructional and performance goals; procedures; and other matters relevant to the probationary growth and performance. The probationary specialist consulted in the formulation of the IDP shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP. As a condition of continued employment, each probationary specialist subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete those requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary specialist for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.
1. Every performance evaluation for probationary and non-probationary specialists will be based on two observations. Observations shall be conducted by the administrator. During classroom observations only one (1) administrator shall be present.
 - a. Observations shall be at least thirty (30) minutes in duration or the length of the instructional period if the instructional period is of lesser duration.
 - b. Written observations of classroom or work setting performance must be discussed with the specialist within ten (10) working days of each observation. At the conclusion of this discussion, both the specialist and the administrator shall sign the observation form. The signature of the specialist shall be for the purpose of verifying receipt of the observation report.
 - c. An attempt will be made to avoid scheduling observations which will result in a written evaluation of performance on any holiday or any day immediately preceding or following a vacation period.
 - d. The specialist may attach a written reply to an observation report within twenty (20) working days after receipt of the observation report.

2. A personal conference between the specialist and the evaluator shall take place within ten (10) work days of the formal evaluation. A copy of the written evaluation shall be submitted to the specialist at least two (2) working days prior to the conference. Two copies of the final written evaluation are to be signed by the specialist with one to be retained by the specialist. If the specialist disagrees with the final written evaluation, that person may submit a written response within ten (10) work days, which shall be attached to the file copy of the evaluation report.
- D. When the evaluation includes areas which are unsatisfactory, the evaluator shall provide the specialist with proper documentation to substantiate the unsatisfactory areas and make written recommendations or suggestions as to how the specialist's performance may be corrected.
1. If a probationary specialist receives an overall evaluation rating of "unsatisfactory", their IDP will be reviewed and, if necessary, amended with the objective of performance remediation. The probationary specialist shall be jointly consulted in any amendment or modification of the IDP and shall sign a statement attesting to that involvement and acknowledging receipt of the modified IDP. The evaluating administrator and probationary specialist shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed one semester.
 2. If a non-probationary specialist receives an overall rating of "unsatisfactory", the specialist shall be placed on an Individualized Development Plan (IDP) with the objective of performance remediation. The non-probationary specialist shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.

The IDP will contain performance objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and non-probationary specialist shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed one (1) school year.

- E. The content of the evaluation of the specialist is not subject to the grievance and arbitration procedures.

- F. Should a probationary specialist be denied tenure for the ensuing year the specialist shall receive written notice in compliance with the Tenure law. Should a probationary specialist be denied a contract for the ensuing year, the specialist shall receive written notice no later than April 30.
- G. A committee selected by the Local Association shall meet with the administration to assist in any revisions of the evaluation form. All specialists shall receive a copy of the form upon its completion.
- H. Each specialist shall have the right upon request to review the contents of their own personnel file, in accordance with the provisions of the Bullard-Plawecki Employee Right to Know Act, Act 397 of 1978. A representative of the Association may, at the specialist's request, accompany the specialist in this review. The specialist may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question.
- I. If a specialist is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material, unless the material is an agreement in and of itself.
- J. No material which will be used for a disciplinary or evaluative purposes shall be placed in the specialist's personnel file without knowledge of the specialist. A copy of any such material shall be given to the specialist who shall have the right to attach written comments.
- K. In the event a specialist is given an adverse evaluation, the specialist, upon request, shall be evaluated by another supervisory employee of the District.
- L. The Board, in recognition of the Freedom of Information Act (FOIA), agrees that all personnel file materials shall not be shown or released to the third parties absent written consent of the employee or as required or permitted by law. Furthermore, the employer agrees that any written documentation pertaining to discipline (including directive, warning, reprimand, suspension or discharge) will be entered into the employee's personnel file within thirty (30) calendar days after its composition. Any materials not entered into the file within this time period shall be without effect.

ARTICLE XII - ILLNESS - DISABILITY AND PERSONAL LEAVE

- A. At the beginning of each school year each specialist shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year to one hundred and twelve (112) days. These days will be prorated to specialists who do not work a full school year. One (1) additional personal day will be given to specialists under separate contract for summer employment, for the full fifty school day requirement.

Leave days may be taken by an employee for the following reasons and subject to the following conditions:

1. Illness - A specialist may use all or any portion of his/her leave to recover from his/her own illness. A specialist may be permitted to use sick leave days during a serious illness of his/her immediate family. Immediate family shall be defined as: spouse, children, step-children, parents, in-laws, brothers, sisters, grandparents, legal dependents, and family members of the immediate household, causing grave concern to the specialist in the discretion of the superintendent.
2. Temporary Disability -
 - a. Specialist anticipating the possible usage of leave for purposes of temporary disability shall notify the Superintendent when possible, at least thirty (30) days prior to the proposed commencement of such leave.
 - b. Specialist may be required to furnish medical certification of continued ability to perform regular duties upon request of the Board.
 - c. To be eligible to receive temporary disability payments under this article, the specialist must remain at work until no longer able to perform the essential functions of his/her position (with or without reasonable accommodation for eligible disabilities) and must return to service as soon as physically able to resume successful performance of his/her essential job functions, (with or without reasonable accommodation for eligible disabilities.) Medical verification may be required in either instance.

- d. For purposes of the Family and Medical Leave Act (P.L. 103-3) sick leave allowed and which is taken under this article shall be charged against the specialist's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the specialist. This shall apply to:
 1. Sick leave which is utilized to care for a family member (child, spouse, or parent) with a serious health condition, including where a specialist must make arrangements for necessary medical and/or nursing care.
 2. Sick leave which is utilized due to a serious health condition which renders the specialist unable to perform the functions of his/her job.
 3. Death in Immediate Family - Up to three (3) days and such days not to be deducted from accrued sick days. Additional days at the discretion of the superintendent. Immediate family is to include: spouse, child, stepchild, mother, father, daughter-in-law, son-in-law, brothers, sisters, grandparents and grandchildren of the specialist and the specialist's spouse.
 4. Personal Leave Days - Two personal leave days which may be used to transact personal business that cannot otherwise be transacted may be taken each year. The personal business days wherein granted shall be deducted from the sick leave and will not accumulate from year to year, but if not used, accumulates as sick leave.
- B. No personal leave days will be granted immediately before or after a holiday or recess except in emergencies. Leaves before or after a holiday or recess without pay may be granted by the Superintendent or Program Director if arrangements are made well in advance, two (2) weeks of the time to be absent.
- C. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth their total sick leave credit.
- D. A specialist who is unable to provide services because of personal illness or temporary or long term disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one year. The leave may be renewed each year upon written request by an employee consistent with the provision of Article XIII.

- E. In cases where the Board has reasonable concern over abuse of sick leave, temporary disability, and personal business leave days, verification of use may be required by the Board at the Board's expense.
- F. Staff may purchase district health insurance benefits for up to one year while on leave of absence. CCRESA will remit the health insurance premiums to the carrier on the specialists behalf in order to continue the health insurance benefits. For the purposes of Family Medical Leave Act, time allowed is inclusive within the one year.
- G. A specialist who is absent because of an injury or diseases under the workers' disability compensation act shall make a written election of one of the following options at the time he/she becomes eligible for workers' compensation benefits:
 - 1. The specialist may utilize his/her accumulated sick leave for each day absent provided that he/she reimburses the district for the amount of workers' compensation benefits received for the corresponding pay period. Specialist shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 - 2. The specialist may elect to receive workers' compensation benefits only.
 - 3. The specialist may elect to receive the difference between his/her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the specialist's sick leave accumulation. (For example: if workers' compensation pays sixty percent (60%) of full pay, sick leave will only pay forty percent (40%) and the sick leave accumulation shall be charged .4 of a day for each day so used). Specialist shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
- H. There is established a Sick Leave Bank to be administered jointly by a committee of four (4) members - two (2) members appointed by the Association and two (2) members appointed by the Superintendent. The joint committee will develop criteria for the use of the sick leave bank and be responsible for reviewing and approving requests for sick leave withdrawal from the bank.

Specialists may donate two (2) days per year to a sick bank that shall carry a limit of seventy (70) days. The bank will be: 1) restricted to specialists who contribute to the bank, 2) reimbursed on a one for one basis by specialists who borrow from the bank.

- I. Specialists may be allowed days without pay. These days may be granted at the discretion of the Superintendent.
- J. When a specialist is absent, as a result of physical abuse by a student, up to two (2) days may be granted per incident when approved by the immediate supervisor. Additional days beyond the two (2) granted and approved will be deducted from the specialists accumulated sick time.

Upon qualification for long term disability and/or workers' compensation benefits as a result of physical abuse by a student, the Board agrees to continue to remit premium payments, on behalf of the specialist, for health insurance benefits for up to one year following the qualification of LTD and/or Workers' compensation.

ARTICLE XIII - LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence up to a maximum of one (1) year may be granted upon application for the following purposes:
 - 1. Advanced study related to the specialist's field to be called a sabbatical.
 - 2. Study to meet eligibility requirements for a degree, State approval certification or licensure, other than that held by the specialist.
 - 3. To serve as an officer within the profession.
 - 4. To campaign for a political office or to serve in a political office.
 - 5. Family care leave, as defined by the FMLA, to care for a family member of the specialist with a serious health condition.
 - 6. Adoption or foster care placement.
The leaves identified in subsections (5) and (6) of this section shall be granted to an eligible specialist to the extent required by the family and medical leave act.

An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with the foregoing leave provisions to the extent of the specialist's eligibility under the family and medical leave act.

Leave taken under this section in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

7. The specialist shall have the option to remit premium payments to the CCRESA for the remainder of the specialist's leave of absence to continue their health care benefits.
- B. Requests for leave of absence shall be made as far in advance as possible or at least by May 1. This notice requirement may be waived by the board. Requests for leave of absence under subparagraph 5 shall be made at least thirty (30) calendar days in advance where the need for leave is foreseeable. If the need for the leave is not foreseeable, the specialist will give notice as promptly as is practicable under the circumstances.
1. When returning from leave, the specialist shall be assigned to the same or to a comparable position, if available.
 2. Where a specialist is returning from leave taken under the Family and Medical Leave Act, the specialist shall be restored either in the position from which leave was taken or a position which the specialist is certified, State approved, licensed and qualified. Compliance with these criteria shall be considered as restoration to an equivalent position for purposes of the Family and Medical Leave Act.
 3. Return from Leave shall be subject to the following provision:
 - a. Written notice of intent to return from any leave of absence provided in this article must be submitted by April 1 if the specialist intends to return for the Fall semester, and by November 1 if the specialist intends to return in January.
- C. Unless expressly provided herein, the Board shall have no obligation to continue contribution of the fringe benefits premium accounts or to grant increment advancement for any specialist who is on a leave of absence.

The Board of Education will continue premium payments for health care benefits (medical, dental, vision) up to twelve (12) weeks for a specialist on an unpaid leave of absence for serious personal illness or disability or otherwise under the Family and Medical Leave Act. The specialist may continue to purchase health benefits for the remainder of the leave by remitting payments to the CCRESA to cover the cost of said health benefits.

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

D. Where a specialist requests intermittent leave or reduced schedule leave for purposes authorized under the Family and Medical Leave Act and would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, the board may require that the specialist:

1. Take leave for the duration of the planned treatment

-or-

2. Transfer temporarily to an alternative position for which the specialist is certified, State approved, licensed and qualified (and which has equivalent pay and benefits) where the temporary transfer would better accommodate the need for recurring leave, in comparison to the specialist's current assignment.

D. No specialist on leave under this article may engage in any employment for another public or private educational institution without prior expressed written consent of the Board.

ARTICLE XIV - REDUCTIONS IN PERSONNEL

A. 1. When the board determines a reduction in personnel is necessary, reductions shall be made by layoff of the least senior specialist provided the more senior specialists are certified, licensed and qualified for placement in the available positions.

2. If reductions in the educational program(s) and/or personnel are deemed necessary, the district Board shall notify the Association of its intent to layoff specialists prior to the implementation of layoff(s) and/or program reductions.

B. If for any reason the Board anticipates a reduction in staff for the next school year, each specialist to be laid off shall receive no less than sixty (60) calendar days written notice.

If during the course of the current school year a loss of students or executive order from the Governor will result in a reduction in staff prior to January 1, said specialist shall receive no less than sixty (60) calendar days written notice, if a reduction in staff is necessary after January 1, said specialist shall receive no less than thirty (30) calendar days written notice.

C. In the event of recall, specialists shall be recalled in inverse order of layoff for a position opening for which they are State approved, certified, licensed and qualified. Such specialist shall retain accumulated sick days earned before the layoff. Recall notices shall be mailed certified, return receipt requested. A five (5) year period of recall eligibility for non-probationary specialists shall be observed. All other specialists will have two (2) years or their length of service, whichever is less, period of recall eligibility.

D. If a specialist takes another position in another school district or in other employment and receives a notice of recall, the specialist must either:

1. Return to the district within 30 calendar days, or
2. Submit a certified letter to the district verifying the specialist is under a conflicting employment contract with another Michigan K-12 or RESA with a statement of intent to return at the beginning of the next school year.

If these conditions are not met, the specialist forfeits his/her rights to any future recall.

E. Not later than November 1 of each year, the Board will publish a seniority list and deliver same to the association. The association will have not more than thirty (30) calendar days to verify the accuracy of said published list. Any discrepancies will be resolved by the association and the administration. If the association fails to verify the published seniority list within the thirty (30) calendar days, the list will be the official seniority list.

- F. If two or more specialists have the same date of hire and the same years of service, those specialists shall be ranked in order by the highest four digit number determined by the last four digits of their respective social security numbers, the higher numbers being given the higher seniority rank.

ARTICLE XV - GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the express terms of this contract. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion), or to initial placement on the salary schedule.
- B. The term "days" as used herein shall mean working days in which school is in session.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsection of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested;
 7. It shall be submitted on the grievance form (Appendix D).

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- D. Level One - Specialists believing themselves wronged by an alleged violation of the expressed provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the specialist shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board or an Ad Hoc Committee established by the Board shall allow the specialist or his/her Association representative an opportunity to be heard at a private meeting for which the grievance was scheduled if requested, or if not requested, give such other consideration as it shall deem appropriate. Within one calendar month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the immediate supervisor of the grievant, the grievant, and the President of the Association.

Level Four - Individual Specialists shall not have the right to process a grievance at Level Four.

The following matters shall not be arbitrable:

The termination of services of or failure to re-employ any specialist.

Any matter involving specialist evaluation.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, pre-hearing statement alleging facts, grounds and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final, conclusive and binding employees, the Board and the Association: subject to the right of the Board or the Association to judicial review.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scales or to change any salary schedule.
 - c. He/she shall have no power to interpret state or federal law.
 - d. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.

6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule upon arbitrability prior to hearing the case on the merits. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- E. Should a specialist fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a specialist fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the Grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred. Time limits specified herein may be extended upon mutual consent.
 - F. The Association shall have no right to initiate a grievance involving the right of a specialist or group of specialists without his/her or their express approval in writing.
 - G. All preparation, filing, presentation or consideration of grievances shall be held at a time other than when a specialist or a participating Association representative are to be at their assigned duty stations.
 - H. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filed.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual specialist contracts heretofore in effect. All future specialist contracts shall be made expressly subject to the terms of this Agreement.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all specialist now employed or hereafter employed by the Board.
- C. If any provisions of this Agreement or any application of the Agreement to any specialist or group of specialists shall be found contrary to Law such provision or application shall be deemed null and void except to the extent permitted by law, but all remaining provisions or applications of this Agreement shall continue in full force and effect.
- D. The Association shall not engage in a strike against the employer during the duration of this contract.
- E. All specialists covered under this Agreement who participate in the production of tapes, publications, or other educational material produced outside school time and not utilizing district equipment and materials shall retain residual rights should they be copyrighted or sold by the Agency.
- F. In the event that this Agency shall be combined with one or more intermediate school districts, the Board will strive to assure continued employment of its specialists in such consolidated district. In the event any program or service of the Agency is assumed by a local school district, Section 1766 of the School Code, requires constituent districts to "employ first an employee of the intermediate school district." (MCLA 380.1766)
- G. If the Board assumes any new ongoing programs, the hours, wages, working conditions, and other relevant issues concerning the specialists involved, shall be subject to negotiations. Such negotiations shall be conducted with a team appointed by the Association.

- H. In the event that severe weather occurs and the Superintendent determines that the Clinton County Educational Center shall not operate, then such notification will be made via local radio stations: however,
1. If a local school in which a specialist serves is open and the specialist is scheduled for that school on that day, then the specialist shall report for work;
 2. If a local school in which a specialist serves is closed by severe weather and the specialist is scheduled for that school on that day, the specialist will not be expected to report for work.
 3. Leave day accumulation accounts will not be charged for any specialist who was scheduled to use a leave day on any day when school has been canceled, and no substitute cost has been incurred.
 4. Specialists are obligated to follow the make-up schedule of lost school days of instruction or services to local school districts.

ARTICLE XVII - PROFESSIONAL COMPENSATION

- A. Basic salaries of specialists covered by this Agreement are set forth in Appendix B which is attached hereto and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
- B. All new specialists may be given credit on the salary schedule set forth in Appendix B for years of experience in other school districts and/or experience related to the position of employment up to a maximum of five (5) years. Additional years of experience may be granted upon the Superintendent's recommendation and approval of the Board.

Salaries will be paid bi-weekly beginning with the first Friday after commencement of the school year, and shall be paid in twenty-six (26) equal installments unless, prior to September 1, written request is made for twenty-one (21) equal payments. The above salary payment arrangement is subject to approval and processing through the payroll processing center.

- C. The salary schedule is based upon the regular school calendar as set forth in Appendix C and the normal professional responsibility and duties as defined in this Agreement. Any specialist performing identical duties during the summer months and under a summer employment contract will be compensated on a prorated basis of his/her salary schedule. Reference Article XVIII, Subparagraph (2).

- D. Specialists accumulating enough credit hours for movement to an advanced degree schedule shall receive an adjustment in pay (upon presentation of proof of credits earned). Credits for such adjustment must be:
1. Graduate semester hours or their quarterly equivalent;
 2. Earned within seven (7) years after beginning the course work toward the next higher schedule;
 3. In the field of specialization, or educationally related to the services provided by the agency;
 4. Listed on an official transcript(s) of a university or college and the credits of "C" or better, or if no grade is given "passed."
- E. When an employee of the C.C.R.E.S.A. has attained the maximum step in his classification and has remained at said step for one (1) contract year, he/she will receive in additional salary of \$1,100 in 1997-98; \$1,200 in 1998-99 and \$1,300 in 1999-2000.
- F. Fringe benefits shall be provided as set forth in Appendix A.
- G. Travel - Specialists shall receive mileage payments in the amounts and under the conditions herein below set forth:
1. Mileage claims for each preceding recording period are to be forwarded to the program director or designee by the 5th day of the following month. Forms are available at the Agency office for reporting mileage.
 2. Travel Reimbursements:

1997-2000

24¢/mile – when gas is 85.9¢/gal. but less than 95.9¢/gal.
25¢/mile – when gas is 95.9¢/gal. but less than 105.9¢/gal.
26¢/mile – when gas is 105.9¢/gal. but less than 115.9¢/gal.

This formula will progress after the above price of \$1.159/gal. at the rate of \$.01 for each \$.10 increase on the average price of lead free gas between the Clark Station and the Amoco Station at the corner of M-21 and U.S. 27.

For agency personnel on official school business, mileage will commence from the agency office or constituent district entry points, throughout the work day and back to the office, or hospital, or constituent district entry points.

Reimbursements for home visits shall be based on the odometer reading. Mileage claims will list the destinations (schools, students names and address of home calls) and distances traveled each day of the claim periods.

A mileage chart shall be provided for all agency personnel which establishes entry points into the constituent district schools with mileage and mileage between the agency office and hospital and constituent district schools.

H. Severance

Each specialist who has worked for the CCRESA for at least fifteen (15) years in a state approved, licensed and/or certified capacity shall be eligible to receive a severance benefit as follows:

1. If the eligible specialist provides written notice of severance by April 15th prior to the end of the then current school year of severance or has been notified of severance by the District due to discontinuation of position or program, and
2. If the eligible specialist submits his/her written resignation to be effective at the conclusion of that school year, then he/she shall be paid:
 - a. 15 through 20 years of service \$35 per accumulated sick day at end of school year.
 - b. 21 through 26 years of service \$40 per accumulated sick day at end of school year.
 - c. 27 years and over \$45 per accumulated sick day at end of school year.
3. Maximum severance benefit to be paid cannot exceed five thousand forty dollars (\$5040).

- I. Each specialist shall receive per diem pay for added instructional days when the state pays through state aid the cost to cover added instructional days.

ARTICLE XVIII - SUBCONTRACTING

The Agency may subcontract the duties of bargaining unit employees whenever there is a need to reduce a backlog of referrals within mandated time limits or there is an insufficient number of qualified professionals on staff to perform those duties. Such subcontracting may occur even though regular staff are on layoff, particularly if such backlogs would not be eliminated in a timely manner by recall of laid off staff member. However, in the event the Agency determined that there is a need to employ a qualified specialist at least 1/2 time for a specific period of ninety (90) consecutive days of work, the Agency shall first offer such a position to qualified and eligible laid-off specialists in accordance with Article XIV, Section C of the Agreement. The provision of Article XIV, Paragraph B shall not apply to specialists who are recalled pursuant to Article XVIII and later laid-off. Laid-off specialists shall be eligible for subcontracts provided they give notice of their availability to the Superintendent or his designee. A specialist shall have one (1) day to respond to any such offer.

1. Prior to any subcontracting of therapy or evaluation services, the Agency shall notify the Association at least (1) working day in advance of its intent to do so. Included in this notice shall be:
 - a. The required services;
 - b. The date of referral for RESA services, if applicable; and
 - c. The agency(ies) or person(s) expected to provide the service(s).
2. If the RESA subcontracts therapy or evaluation services, and there are available laid-off specialists who are qualified to perform these services, the RESA shall offer said specialists the subcontract prior to subcontracting with any other person or organization. The rate of payment for services subcontracted to specialists while they are laid off shall be at the specialist's per diem rate, unless the Board has been able to secure outside services for less.
3. Nothing herein shall limit the Agency's right to subcontract outside of the bargaining unit for inservice training and consultation with the administration and staff of the Agency, or if such services are recommended for a student by an I.E.P.C.
4. Subcontracts for psychological evaluation or re-evaluation which are scheduled by the district to be performed during the summer break shall be offered as follows:

- a. Specialists who would normally be assigned said evaluations during the regular school year shall be given first opportunity to receive said subcontract provided they inform this Agency of their availability by the last work day of the regular school year.
- b. Qualified specialists who by the last work day of the regular school year indicate their availability to perform such services shall then be given the opportunity to receive said contract in order of seniority.
- c. The Agency may then subcontract the services pursuant to the provisions of Section 2, above.

Specialist receiving a subcontract as provided above shall be paid at the same rate as would be offered an outside subcontractor for the same work or their per diem rate, whichever is less. The Association shall be notified of any such work subcontracted.

ARTICLE XIX - DURATION

All articles of this Agreement shall be effective upon ratification and signature by both parties retroactive to July 1, 1997 through June 30, 2000. This Agreement shall terminate on June 30, 2000. Either party may initiate negotiations for a successor Agreement by giving written notice to the other party on or after March 1, 2000.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year written above.

BY Wilbur M. Weston
PRESIDENT OF THE BOARD

BY Louise D. Carlson
PRESIDENT OF THE ASSOCIATION

AND Larry A. Schwartz
SECRETARY OF THE BOARD

AND Jusan K. Petty
SECRETARY OF THE ASSOCIATION

"DISTRICT"

"ASSOCIATION"

Carie D. Johnson
TEAM MEMBER

Mary E. Sloan
TEAM MEMBER

Jusa Rundborg
TEAM MEMBER

Margie Larson
TEAM MEMBER

Margi Joellin
TEAM MEMBER

Brenda Lou Turner, OTR
TEAM MEMBER

APPENDIX A - INSURANCE PROTECTION

- A. Upon submission of a written application, the Board shall remit payment for health insurance coverage for a full 12-month period for all specialists who complete their contractual obligation, for each full-time employee and his/her eligible dependents, as required to be covered by S.E.T. Ultra Med C., MESSA Super Care 1, or its equivalency, and his/her immediate family and any other single eligible dependents as defined by the U.S. Internal Revenue Service. An open enrollment period shall be provided annually during the month of September. The carrier shall be designated by the Board at an official school board meeting.

Effective on January 1, 1998, the amount to be remitted by the Board for insurance premiums shall be 104 percent of the amount remitted by the Board toward Plan I during the 1996-97 school year. Effective July 1, 1998, the amount to be remitted by the Board toward Plan I shall not exceed 104 percent of the amount remitted by the Board toward the Plan I premiums during the January 1, 1998 effective date. Effective July 1, 1999, the amount to be remitted by the Board toward Plan I shall not exceed 104 percent of the amount remitted by the Board toward Plan I premiums during the 1998-99 school year. Should the premium amount exceed an additional 4 percent, the Board and the specialist will each be responsible for payment of one-half the amount of the excess premium cost.

The amounts for which the specialist is responsible shall be paid by deduction from the specialist's salary monthly or through the execution of a salary reduction agreement and paid through the flexible benefits plan.

- B. Every eligible specialist may elect either Plan I or Plan II, but not both.
- C. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the insurance Carrier, provided the board is kept informed regarding any changes of rules and regulations by the insurance carrier.
- D. The Board is not responsible for benefits available under said insurance coverage for any period when a specialist is not covered by the carrier.
- E. Specialists who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any specialist electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

- F. A specialist who terminates employment and leaves the school system for reasons other than illness or injury during the school year, shall have their benefits terminated on the last day of the month following termination of their employment.
- G. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

PLAN I

For the duration of this contract, the Board has designated MESSA as the insurance carrier for the benefits to cover specialists under this Agreement.

In addition to the health insurance coverage Super Care I, the following coverages are included under the MESSA PAK:

- 1. L.T.D. 60%
\$3,000
90 Calendar Days - Modified Fill
Maternity Coverage - Yes
Pre-existing Condition Waiver - Yes
Freeze on Offsets - Yes
Alcohol/Drug - 2 Year Limitation
Mental/Nervous - 2 Year Limitation
Own Occupation - 2 Years
- 2. Dental 80/80/80 - \$1,500
- 3. Negotiated Life \$20,000 with AD & D
- 4. Vision VSP - 2

PLAN II

For those specialist who do not elect health insurance coverage under Plan I, the following coverages and benefits will be provided for a full twelve-month period for all specialists who complete their contractual obligation:

1. L.T.D. Same as above
2. Dental 80/80/80 - \$1,500
3. Negotiated Life \$20,000 with AD & D
4. Vision VSP - 3

For those specialist who do not elect health insurance coverage under Plan I, and elect Plan II, in addition to those benefits provided under Plan II, the Board will remit payments of one hundred fifty five (\$155) dollars per month as cash in lieu of health benefits. This rate will be effective as of January 1, 1998, and shall continue until the contract expires on June 30, 2000.

APPENDIX B

1997-1998 SCHOOL YEAR

STEP	BA	BA+20	MA	MA+5	MA+10
1.0	\$28,772	\$30,091	\$31,146	\$32,703	\$34,261
1.5	\$29,432	\$30,751	\$31,938	\$33,495	\$35,053
2.0	\$30,091	\$31,410	\$32,730	\$34,287	\$35,845
2.5	\$30,751	\$32,070	\$33,522	\$35,079	\$36,637
3.0	\$31,410	\$32,730	\$34,314	\$35,871	\$37,429
3.5	\$32,070	\$33,522	\$35,238	\$36,795	\$38,353
4.0	\$32,730	\$34,314	\$36,162	\$37,719	\$39,277
4.5	\$33,390	\$34,974	\$36,954	\$38,511	\$40,069
5.0	\$34,050	\$35,634	\$37,746	\$39,303	\$40,861
5.5	\$34,710	\$36,426	\$38,538	\$40,095	\$41,653
6.0	\$35,369	\$37,217	\$39,330	\$40,887	\$42,445
6.5	\$36,161	\$37,877	\$40,253	\$41,810	\$43,368
7.0	\$36,952	\$38,537	\$41,176	\$42,733	\$44,291
7.5	\$37,745	\$39,460	\$42,101	\$43,658	\$45,216
8.0	\$38,537	\$40,383	\$43,026	\$44,583	\$46,141
8.5	\$39,065	\$41,176	\$43,948	\$45,505	\$47,063
9.0	\$39,592	\$41,969	\$44,870	\$46,427	\$47,985
9.5	\$40,385	\$42,761	\$45,664	\$47,221	\$48,779
10.0	\$41,177	\$43,552	\$46,457	\$48,014	\$49,572
10.5	\$41,716	\$44,090	\$46,994	\$48,551	\$50,109
11.0	\$42,254	\$44,628	\$47,531	\$49,088	\$50,646
11.5	\$43,196	\$45,594	\$48,526	\$50,083	\$51,641
12.0	\$44,137	\$46,559	\$49,521	\$51,078	\$52,636

5% = \$1,557

10% = \$3,115

B.A./B.S. Approved Baccalaureate Degree.

M.A./M.S. Approved Masters Degree.

M.A./M.S. + 5% -- Fifteen (15) semester hours or twenty (20) term credits after receipt of a M.A./M.S. Degree.

M.A./M.S. + 10% -- Thirty (30) semester hours or forty-five (45) term credits after receipt of a M.A./M.S. Degree.

All specialists initially employed subsequent to September 1, 1988 shall not be eligible for placement on the B.A. + 20 schedule.

1998-1999 SCHOOL YEAR

STEP	BA	BA+20	MA	MA+5	MA+10
1.0	\$29,347	\$30,693	\$31,769	\$33,357	\$34,946
1.5	\$30,020	\$31,366	\$32,577	\$34,165	\$35,754
2.0	\$30,693	\$32,038	\$33,385	\$34,973	\$36,562
2.5	\$31,365	\$32,712	\$34,193	\$35,781	\$37,370
3.0	\$32,036	\$33,385	\$35,000	\$36,588	\$38,177
3.5	\$32,711	\$34,193	\$35,990	\$37,578	\$39,167
4.0	\$33,385	\$35,000	\$36,979	\$38,567	\$40,156
4.5	\$34,058	\$35,674	\$37,740	\$39,328	\$40,917
5.0	\$34,731	\$36,347	\$38,501	\$40,089	\$41,678
5.5	\$35,404	\$37,154	\$39,309	\$40,897	\$42,486
6.0	\$36,076	\$37,961	\$40,117	\$41,705	\$43,294
6.5	\$36,884	\$38,635	\$41,059	\$42,647	\$44,236
7.0	\$37,691	\$39,308	\$42,000	\$43,588	\$45,177
7.5	\$38,500	\$40,250	\$42,944	\$44,532	\$46,121
8.0	\$39,308	\$41,191	\$43,887	\$45,475	\$47,064
8.5	\$39,846	\$42,000	\$44,827	\$46,415	\$48,004
9.0	\$40,384	\$42,808	\$45,767	\$47,355	\$48,944
9.5	\$41,193	\$43,616	\$46,577	\$48,165	\$49,754
10.0	\$42,001	\$44,423	\$47,386	\$48,974	\$50,563
10.5	\$42,550	\$44,972	\$47,934	\$49,522	\$51,111
11.0	\$43,099	\$45,521	\$48,482	\$50,070	\$51,659
11.5	\$44,280	\$46,739	\$49,745	\$51,333	\$52,922
12.0	\$45,461	\$47,956	\$51,007	\$52,595	\$54,184

5% = \$1,588

10% = \$3,177

B.A./B.S. Approved Baccalaureate Degree.

M.A./M.S. Approved Masters Degree.

M.A./M.S. + 5% -- Fifteen (15) semester hours or twenty (20) term credits
after receipt of a M.A./M.S. Degree.

M.A./M.S. + 10% -- Thirty (30) semester hours or forty-five (45) term credits
after receipt of a M.A./M.S. Degree.

All specialists initially employed subsequent to September 1, 1988 shall not be eligible for placement on the B.A. + 20 schedule.

1999-2000 SCHOOL YEAR

STEP	BA	BA+20	MA	MA+5	MA+10
1.0	\$29,934	\$31,307	\$32,404	\$34,024	\$35,644
1.5	\$30,621	\$31,993	\$33,229	\$34,849	\$36,469
2.0	\$31,307	\$32,679	\$34,053	\$35,673	\$37,293
2.5	\$31,992	\$33,366	\$34,877	\$36,497	\$38,117
3.0	\$32,677	\$34,053	\$35,700	\$37,320	\$38,940
3.5	\$33,365	\$34,877	\$36,710	\$38,330	\$39,950
4.0	\$34,053	\$35,700	\$37,719	\$39,339	\$40,959
4.5	\$34,740	\$36,387	\$38,495	\$40,115	\$41,735
5.0	\$35,426	\$37,074	\$39,271	\$40,891	\$42,511
5.5	\$36,112	\$37,897	\$40,095	\$41,715	\$43,335
6.0	\$36,798	\$38,720	\$40,919	\$42,539	\$44,159
6.5	\$37,622	\$39,407	\$41,880	\$43,500	\$45,120
7.0	\$38,445	\$40,094	\$42,840	\$44,460	\$46,080
7.5	\$39,270	\$41,055	\$43,803	\$45,423	\$47,043
8.0	\$40,094	\$42,015	\$44,765	\$46,385	\$48,005
8.5	\$40,643	\$42,840	\$45,724	\$47,344	\$48,964
9.0	\$41,192	\$43,664	\$46,682	\$48,302	\$49,922
9.5	\$42,017	\$44,488	\$47,508	\$49,128	\$50,748
10.0	\$42,841	\$45,311	\$48,334	\$49,954	\$51,574
10.5	\$43,401	\$45,871	\$48,893	\$50,513	\$52,133
11.0	\$43,961	\$46,431	\$49,452	\$51,072	\$52,692
11.5	\$45,393	\$47,913	\$50,995	\$52,615	\$54,235
12.0	\$46,825	\$49,395	\$52,537	\$54,157	\$55,777

5% = \$1,620

10% = \$3,240

B.A./B.S. Approved Baccalaureate Degree.

M.A./M.S. Approved Masters Degree.

M.A./M.S. + 5% -- Fifteen (15) semester hours or twenty (20) term credits after receipt of a M.A./M.S. Degree.

M.A./M.S. + 10% -- Thirty (30) semester hours or forty-five (45) term credits after receipt of a M.A./M.S. Degree.

All specialists initially employed subsequent to September 1, 1988 shall not be eligible for placement on the B.A. + 20 schedule.

APPENDIX C

The Clinton County Regional Educational Service Agency school year calendar will be distributed to Specialists after agreement is reached between the Ingham-Clinton Education Association, MEA/NEA and the Board of Education on an annual basis.

APPENDIX D - GRIEVANCE FORM

Grievance Number _____

Date of Violation _____

School _____

STATEMENT OF GRIEVANCE: (Attached)

REMEDY REQUESTED: (Attached)

Approved for processing:

Signature of EA Representative

Date: _____

Signature of Grievant (use reverse side
for additional signatures if more than
one (Grievant))

DIRECTOR'S DISPOSITION: (Attached)

Date Received: _____

Date of Action: _____

Signature of Director

ASSOCIATION'S RESPONSE:

Satisfactory _____

Unsatisfactory _____
(Reasons Attached)

Date: _____

SUPERINTENDENT'S DISPOSITION: (Attached)

Date Received: _____

Date of Action: _____

Signature of Superintendent

ASSOCIATION'S RESPONSE:

Satisfactory _____

Unsatisfactory _____
(Reasons Attached)

Date: _____

BOARD'S DISPOSITION: (Attached)

Date Received: _____

Date of Action _____

Signature of Board President

ASSOCIATION'S RESPONSE:

Satisfactory _____

Unsatisfactory _____
(Reasons Attached)

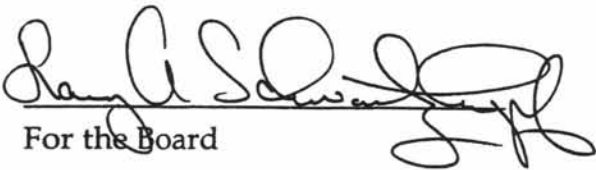
Date: _____

Arbitration Indicated _____

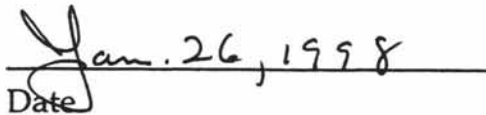
LETTER OF AGREEMENT

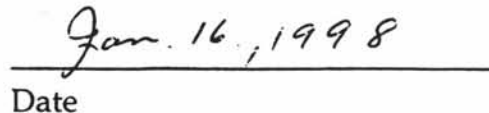
For the 1997-98 school year, the following procedure will be implemented:

If the itinerant specialist is assigned to more than one constituent school district, the Administration will establish at the beginning of the school year assigned holiday/spring break periods for the school year, in consideration of the following items; assessment of caseloads by district, coordination of constituent district calendars, compliance with the required instructional hours and maintaining the same number of consecutive working days off as the RESA calendar for holiday and spring break periods. CCRESA shall notify the applicable Districts.


For the Board


For the Association


Date


Date

LETTER OF AGREEMENT

A professional support team framework will be developed and implemented during the 1997-98 school year as part of a crisis intervention and resolution process. The Administration will provide release time during the school day for team members and will notify each school district when a team member is absent in order to attend a meeting.

For the Board

For the Association

Date

Date

