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6/30/98

# AGREEMENT

between the

GRATIOT-ISABELLA REGIONAL  
EDUCATION SERVICE DISTRICT

and the

GRATIOT-ISABELLA RESD  
PROFESSIONAL EDUCATION  
ASSOCIATION, MEA/NEA

1995-1996  
1996-1997  
1997-1998

*Gratiot-Isabella Regional Education Service District*

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## AGREEMENT

This Agreement entered into this 27th day of September, 1995, is between the G1 RESD Professional Education Association, MEA/NEA, hereinafter called the "Association" and the Gratiot-Isabella Regional Education Service District, hereinafter called the "Board".

## PREAMBLE

The Board and the Association have a statutory obligation pursuant to the Public Employment Relations Act to bargain with respect to hours, wages, terms and conditions of employment, and it is agreed as follows:

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all full-time and regular part-time Michigan State Board of Education certificated special education teachers, Department of Education approved teacher consultants, school social workers and school psychologists, occupational therapists, physical therapists, recreational therapists, behavioral therapists, and speech and language therapists employed by the Gratiot-Isabella Regional Education Service District.

Excluded from the bargaining unit are all supervisors such as, but not limited to Superintendent, Administrative Assistant, Assistant Superintendent for Special Education, Media Director, coordinator of the Career Education Planning District, Placement Coordinator, Coordinator of Institutional Programs, Supervisor for the Center for Exceptional Children, and special education supervisory positions, substitute or non-regularly employed part-time teachers as described above, and all others.

- B. The term teacher when used herein shall refer to all employees represented by the Association in the bargaining unit as above defined. Furthermore, all references to teachers of one gender shall also refer to teachers of the other gender.

## ARTICLE II - BOARD RIGHTS

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. 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 RESD, its facilities, 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 the personnel.
3. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote or transfer the work force and lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees and if necessary, include physical and mental health examinations by mutually agreed to medical personnel, the cost thereof to be borne by the Board.
7. Determine the number and location or relocation of its facilities.
8. Determine the placement of operations and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision and structure of organization.

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

### **ARTICLE III - ASSOCIATION RIGHTS**

- A. The Association has the privilege of using Board owned or leased facilities at reasonable hours for meetings. Written request for such use shall be submitted in advance to the Superintendent or his designee for his approval. When such use results in additional cost to the Board, such cost will be billed to the Association.
- B. Duly authorized representatives of the Association will be permitted to transact official business on Board owned or leased property before and/or after the

normal working day provided that this shall not interfere with or interrupt normal school operations. Upon arrival, such representatives of the Association shall notify the administration of their presence in the building.

- C. The Association has the privilege of using Board owned equipment at reasonable times, upon approval of the Superintendent or his designee. The Association shall be billed for the cost of all materials, supplies and repairs directly attributable to such use.
- D. The Board shall make available to the Association all public information.
- E. The Association may post notices of activities and matters of Association concern on bulletin board space designated by the Superintendent or his designee.
- F. The Association may use teacher notice boxes for communications.

#### ARTICLE IV - DUES DEDUCTIONS & AGENCY SHOP

- A. Association Membership. Each teacher 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 or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee. Each teacher employed by the Board as of July 1, 1980, shall by October 1, 1980 advise the Association in writing as to whether he/she desires to join the Association and pay dues, pay a service fee or do neither. The gathering of said designations shall be the responsibility of the Association. The Association shall tabulate the results and immediately provide the same to the Superintendent, together with copies of the responses from each teacher.
- B. Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a teacher of his/her equal obligation to compensate the Association for the benefits he/she receives from representation. The Association is required under this Agreement to represent all of the teachers 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 teachers 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 teacher in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.
- C. Service Fee. Except as hereinafter provided, each teacher who is not a member of the Association in good standing or does not make application for membership by October 1, 1980 or thirty (30) calendar days from their date of hire, whichever is later, 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 teacher'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 employees who are members. The amount of said dues or service fee shall be that amount which the Association designates in writing during 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. This provision shall not apply to employees who were not members of the Association or paying a service fee on or before July 1, 1980.

- D. Teachers Authorization. Each teacher may sign and deliver to the Board an assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall continue in effect from year to year unless revoked in writing by the teacher. Teacher authorizations for the deductions of Association dues, or for the payment of the service fee shall identify the teacher, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such teacher.
- E. Board Responsibility. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions to the financial secretary of the Association within thirty (30) calendar days following such deduction, together with a listing of each teacher for whom deductions were made, except that the Board shall not be required to make deductions authorized by a teacher during any pay period such employee did not provide services to the Board unless such teacher 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.
- F. Limitations. In the event a teacher 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 teacher 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. In no event shall the Employer be a party to such collection action.
- G. Save Harmless. The Association agrees to indemnify and save the Board, and 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 - TEACHING HOURS

- A. The normal work day for teachers shall consist of seven hours.

Teachers in classroom programs where feeding lunch is a part of the instructional program will be allowed to eat lunch during the seven hour work day.

At least twenty (20) minutes of the work day shall be without direct classroom responsibility with paraprofessionals and students.

Itinerant personnel's approved schedules will normally include at least twenty (20) minutes but not more than fifty (50) minutes of lunch time during the day.

Classroom teachers who must meet coterminous requirements may be scheduled with additional duty-free time within the day of up to forty (40) minutes, but in no case will more time be added than is needed to meet the requirement.

The parties will meet to discuss exceptions.

If the teacher's regular schedule requires a normal work day in excess of seven (7) hours that teacher will be compensated for the additional time in accordance with Article XX, Section H.

- B. Teachers shall be required to attend all meetings called by the Administration. These meetings shall be limited to an average of two (2) per month and an average of one (1) hour in length.
- C. When classes are canceled due to inclement weather or any Act of God, all teachers assigned to a teaching station (e.g. Bailey, Sunnyfield, Mission Creek) shall not report for work at their respective schools, and shall be paid.
1. 184 Day Program (182 student days). Lost student instructional days due to inclement weather or any Act of God beyond four (4) days in a school year shall be made up at no added salary cost to the District. The specific make up days, if any, will be established by the District in consultation with the Association.
  2. 234 Day Program (232 student days). A minimum of 1140 hours of student instruction will be provided in the 234 day program. Time lost due to inclement weather or any Act of God that lowers the hours below 1140 will be made up at no added salary cost to the District. The specific make up hours, if any, will be established by the District in consultation with the Association.
- D. Itinerant staff will report to any work stations they are scheduled to serve if classes are being held.



If classes are canceled at a work station due to inclement weather or any Act of God, itinerant staff are not to report to the work station or base and shall be paid.

Any lost work days beyond four (4) days in a school year due to inclement weather or any Act of God will be rescheduled at no added salary cost to the District. Lost work days may accumulate in half or full day units. The specific make up days, if any, will be established by the District in consultation with the affected teachers.

#### **ARTICLE VI - TEACHER EVALUATION**

- A. Classroom monitoring or observation shall be conducted openly and with full knowledge of the teacher.
- B. All formal evaluations shall be reduced to writing and a copy given to the teacher at the evaluation conference. Within ten (10) workdays of the final observation, the evaluator and the teacher will select the evaluation conference date. The evaluation conference will be held no later than the end of the employee's work year. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question.
- C. The teacher shall be asked to sign the formal written evaluation placed in his/her file, such signature shall be understood to indicate awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the evaluation.
- D. It is recognized that evaluations may be made from general observations and from meetings and discussions with the teacher. Classroom teachers' evaluations shall also include classroom observations which shall be at least fifteen (15) minutes in length. All other teachers' evaluations may include performance observations where deemed appropriate by the Administration. During a teacher's first year of employment with the District, said teacher shall receive formal written evaluations for each half of the year. Thereafter, teachers shall receive a written formal evaluation at least once every two years.
- E. Should the parties agree that a revision or review of the evaluation form is needed, a joint committee shall be established for that purpose.

#### **ARTICLE VII - TEACHER PROTECTION**

- A. The administration, in an effort to utilize a positive approach to staff improvement, will informally assist an employee to improve identified areas of concern in their performance. The administration may find it appropriate to make verbal or written suggestions or recommendations to a staff member about their work performance or responsibilities. The administration may

choose to request that a staff member participate in the development of an informal "plan of assistance" to improve their work performance and that the staff member will agree to implement according to the stipulated conditions and time lines described in the plan. The administration may choose to make a written summary of recommendations, conferences, and/or informal plans of assistance with an employee.

The above approach to improve an employee's work performance is not considered to be disciplinary by the administration. In the event that the above efforts are not successful and the employee's performance in the identified areas of concern are unsatisfactory, disciplinary measures may be implemented.

Discipline employing just and reasonable cause may be implemented directly without the above approach for employee performance concerns of a more immediate or serious nature. Discipline is defined as a written warning, written reprimand, suspension, with or without pay, or discharge with due process.

- B. The Board agrees to support its teachers in taking all reasonable actions in maintaining proper classroom order.
- C. The Board provides insurance covering teachers for any damage or destruction of necessary clothing or necessary personal property of the teachers, (autos excluded), while he/she is acting within the scope of his/her duties.
- D. Any case of assault by a teacher shall be promptly reported to the Board. The Board shall take disciplinary action as it deems necessary or any other appropriate action as required by law.
- E. No written record of an adverse observation shall be placed in a teacher's personnel file without prior notice.
- F. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being disciplined as defined in A above. It shall be the responsibility of the teacher to inform the Board or its representative that he/she desires an Association representative to be present. Teachers shall be informed if the meeting is to be of a disciplinary nature. The provision of the representative shall not unduly delay the meeting between the teacher and the Board or its designated representative.
- G. Time lost for court appearances ordered by a subpoena in an employment related legal action, not to include actions brought by the Association or any employee represented by the Association, shall not reduce salary or be charged against the teacher's leave time. Any compensation received for such appearances shall be returned to the Board.

## ARTICLE VIII - VACANCIES & TRANSFERS

- A. A vacancy shall be defined as an unfilled position previously held by a teacher or when a new position is created.
- B. When the Board determines that a vacancy in the bargaining unit or a supervisory position in the special education program (excluding the Superintendent) exists, notice of such vacancy will be posted on the designated staff bulletin board(s), and a copy will be sent to the Association president. A vacancy shall not be permanently filled until after such position has been posted for a period of ten (10) working days. Teachers wishing to apply for a vacancy shall submit a written application for said position to the Superintendent by the end of the posting period. Postings will include the title of the position, the certification required and any other information deemed necessary by the District.
- C. Application by teachers for transfers (as provided by Section D below) shall be considered along with other applicants. In filling a vacancy, the Board shall strive to place the applicant with the highest qualifications. A teacher's length of service within the District shall also be considered. In any event, however, the Board's decision in filling a vacancy shall be final.
- D. Request by a teacher for a transfer to a different position shall be made in writing, and filed with the Superintendent or his designee. The application shall set forth the reasons for transfer, the school, level, or position sought and the applicant's academic qualifications. Such request shall be reviewed periodically as positions within the district become available and shall expire June 30 of the school year in which it is submitted.
- E. An involuntary transfer shall entail the involuntary transfer of a teacher from a program site or from a program. An involuntary transfer will be made in case of emergency (i.e., death or serious injury of a teacher) or to prevent disruption of the instructional program. The procedures outlined above shall not apply to positions being filled as described herein. The Superintendent or his designee shall, however, notify the respective teacher and the Association President of reasons for such transfer prior to the making of the transfer.
- F. A teacher who is involuntarily transferred due to a layoff situation shall be given consideration to return to the program or site from which he/she was transferred prior to the recall of laid-off teacher to said program or site.
- G. A teacher who is involuntarily transferred after June 30, 1986 due to a layoff situation, where the involuntary transfer results in a reduction in the number of days worked per year, will be given first consideration to return to his/her former status in the event a vacancy exists for which he/she is certified and qualified.

A teacher refusing an opportunity will not receive further consideration under Section G.

## ARTICLE IX- SENIORITY

- A. Seniority shall be defined as one's length of service within the school district from his/her date of hire.
- B. A teacher shall be non-probationary upon the completion of his/her probationary period as defined by the Teacher Tenure Act, or where otherwise applicable, after twenty-four (24) months of employment.
- C. Seniority shall not accrue during periods of layoff. Accumulated seniority will be frozen until the employee is recalled.
- D. Seniority shall not continue to accrue during unpaid leaves of absence except as provided herein:
  - 1. Seniority will accrue during Board approved educational leaves of ten (10) weeks or less during the district's summer term.
  - 2. Seniority will accrue during leaves of absence of six weeks or less.
  - 3. If any teacher is unable to work due to an injury that arose out of and in the course of employment and is currently receiving worker's compensation benefits for such injury, that teacher shall be allowed to have their seniority accrue for a period up to one (1) year.
- E. Seniority shall terminate in the event of discharge or voluntary resignation.
- F. Within sixty (60) days of the ratification of this agreement, and annually thereafter, the Board will provide a copy of an up-to-date seniority list. Said list shall be arranged in order of seniority and shall include the employee's name, date of hire and accumulated seniority. Copies will be posted on appropriate bulletin boards and sent to the Association president.
- G. All persons currently on the seniority list without a special education endorsement will be removed from that list. All persons currently on the seniority list who have special education certification will remain. Administrators hired after December 1, 1992, will not be placed on the seniority list.

## ARTICLE X - REDUCTIONS IN PERSONNEL

- A. When the Board determines that circumstances warrant layoff of personnel, the Board shall select those teachers to be released in accordance with the following factors:
  - 1. Certification (where required)
  - 2. Qualifications
  - 3. Probationary teachers (in order of seniority)

4. Non-probationary teachers (in order of seniority)
5. Evaluations

Teachers will be given at least twelve (12) calendar days notice of layoff. The Board will notify the Association as to the reductions being made and the bargaining unit members involved.

- B. In the event of a reduction in bargaining unit positions the least senior teacher shall be laid off; provided that:

If a full year teacher is displaced or his/her position is eliminated, the teacher so affected (if qualified and certified for the position) may exercise his/her seniority to displace a less senior full year teacher. (The least senior teacher possible will be displaced.) If there is no less senior full year teacher, then the teacher affected shall have the right to displace a less senior school year teacher. (The least senior teacher possible will be displaced.)

If a school term teacher is displaced or his/her position is eliminated, the teacher so affected (if qualified and certified for the position) may exercise his/her seniority to displace a less senior school term teacher. (The least senior teacher possible will be displaced.) If there is no less senior school term teacher, then the teacher affected shall have the right to displace a less senior full term teacher. (The least senior teacher possible will be displaced.)

- C. In the event of recall, within three (3) years teachers who have been previously laid off will be recalled in inverse order by specific letter informing the teacher of an opening in his/her area of certification and specifying the date in which the teacher is to report to work.
- D. Teachers on layoff shall be required to keep the administration informed of their current mailing address.

#### ARTICLE XI - PAID LEAVES

- A. Sick Leave

1. Teachers earn sick leave at the rate of one (1) day per month worked. Ten (10) days for regular school year teachers - twelve (12) days for 12-month teachers - will be credited to the sick leave account of the teacher on the first day of the school year. Unused sick leave shall be accumulated to a maximum of seventy-five (75) days. If for any reason, a teacher does not complete his/her contract, adjustments will be made in the teacher's last pay to reimburse the District for any days used in excess of sick leave days earned. All returning teachers will be notified of accumulated sick leave no later than the last pay period in September.

2. Sick days are earned while the teacher is an active employee of the District including days when the employee is using paid leave. Days are earned as follows:

DAYS WORKED PER MONTH	SICK DAYS EARNED
0-7 days	0
8-14 days	1/2 day
15 + days	1 day

3. A teacher may use all or any portion of his/her earned sick leave for personal illness, personal injury or physical disability.
4. The board may require a physician's certificate verifying a diagnosed illness or disability when said illness or disability has caused a teacher to be absent from his or her teacher responsibility in excess of three consecutive days, or at any other time the Board believes there has been an abuse of sick leave privileges.
5. A teacher may use up to five (5) days accumulated sick leave for serious illness in the immediate family. Immediate family shall be defined as the teacher's spouse, legal parent, step-parent, or child (including step-child).
6. When there is a prolonged serious illness in a teacher's immediate family (as defined in #5 above) the teacher may request the Board of Education to grant up to the teacher's accumulated earned sick leave or additional paid sick leave. Such request should be made in writing.

B. Personal Leave

Teachers are entitled to use one (1) day per year (two (2) days for 12-month teachers) for personal leave. Personal leave may be used for any reason important to the teacher, subject to the restrictions below:

1. An employee shall request personal leave at least five (5) days in advance unless an emergency condition arises.
2. Except in cases of emergency, personal leave will not be granted for days preceding or following holidays or vacations.
3. Personal days are not cumulative.
4. It is understood that personal leave is not to be used for economic gain by self employment or paid employment with any other agency.

C. Business Leave

1. Teachers may be granted one (1) day business leave for personal business. The leave shall be for business which cannot normally be taken care of other than during the teachers' regular working hours.

Requests for business leave shall be submitted in writing no less than five (5) working days in advance to the RESD Superintendent or his designee for approval, unless an emergency condition arises. Unless requests are filed timely, business leave will not be granted, except in emergency situations.

2. Except in extreme emergencies business leave will not be granted for days preceding or following holidays or vacations. Business leave days are non-accumulating.
3. Some examples of unacceptable reasons for requesting business leave days are:
  - a. recreational pursuits
  - b. economic gain by self-employment
  - c. paid employment with another agency
  - d. seeking other employment (except not more than one (1) days for teachers notified of layoff)
  - e. social functions
  - f. child care (except in cases of non-illness related emergencies for children under age 12)

D. Bereavement Leave

1. A teacher may use up to five (5) days non-deductible for death of a spouse, legal parent, step parent, child (including step child), or foster child residing in household.
2. A teacher may use up to three (3) days non-deductible for the death of a grandparent, grandchild, brother, sister, parent-in-law, daughter-in-law or son-in-law.
3. A teacher may use one (1) day non-deductible for the death of a brother-in-law or sister-in-law.
4. In the event of the death of a teacher's relative not covered by the definition of immediate family in this section, the teacher may be granted the use of a business leave day, as provided by Section C herein.

E. Jury Duty. Teachers shall be paid while serving on jury duty during the school day. If requested by the administration, teachers shall cooperate in seeking release from jury duty service. Teachers shall remit back to the school district all compensation received (less travel expenses) for jury duty so served.

F. Professional Leave. Teachers requesting permission to attend a professional conference or convention shall submit a written request ten (10) working days prior to the convention or conference and shall secure written approval from the intermediate RESD Superintendent or his designee.

- G. Any case of assault upon a teacher shall be promptly reported to the Board. If the teacher is free of fault then he/she shall suffer no loss of pay for time lost in connection with said assault for up to seven (7) working days. The teacher must provide a doctor's verification that he/she is unable to perform work responsibilities.
- H. Absence due to injury incurred in the course of the teacher's employment that is compensable under the Worker's Compensation Act shall not be charged against the teacher's sick leave days.

Teachers absent due to an injury compensable under the Worker's Compensation Act will continue to receive health insurance premium payments under Article XXI, Section A for a period not to exceed leave at six (6) months from the date of the injury.

## ARTICLE XII - UNPAID LEAVE

- A. Leaves of absence of up to one (1) year may be granted for the following purposes:
  - 1. Educational improvement through further training.
  - 2. Child adoption or child care.
  - 3. Joining the Peace Corps as a full time participant.
  - 4. Becoming an officer of a State Association.
  - 5. Campaign for, or serve, in a public office.
  - 6. Illness/sick leave of teacher or teacher's family.
- B. A teacher who is unable to work because of illness or disability and who has exhausted all sick leave accumulated, may be granted leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed each year upon written request by the employee.
- C. Military leaves of absence shall be granted to any teacher(s) as required by law.
- D. All leaves shall be limited to a maximum of one year, but may be renewed upon request. There will be no compensation; seniority and salary increments shall not accrue except where specifically provided for. Sick leave days shall not accrue but unused sick leave days already accrued at the start of the leave shall be reinstated upon return. The conditions under which a person may return from a leave shall be determined by the Board upon recommendation of the Superintendent prior to approval of the request for leave.
- E. Teachers who are granted leaves of absence of six (6) weeks or less shall receive fringe benefits pursuant to Article XXI and will be returned to their former assignment provided said assignment is still available. Seniority will continue to accrue.



### ARTICLE XIII - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher;
  2. Any matter involving teacher evaluation (except in the instance of alleged procedural violation, i.e., time limits, involving non-probationary employee);
  3. Any matter for which there is recourse under State or Federal statutes; and
  4. Areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- C. The term "days" as used herein shall mean days in which school is in session.
- D. 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 subsections of this contract alleged to have been violated.
  5. It shall contain the date of the alleged violation; and
  6. It shall specify the relief requested.
- Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- E. Procedure:
1. Level One - A teacher alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the

time the teacher had knowledge of the occurrence), orally discuss the grievance with the program administrator in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. Level Two - A copy of the written grievance shall be filed with the Superintendent or his 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 grievance officer of the Association, the program administrator of the program in which the grievance arose, and place a copy of same in a permanent file in his/her office.
3. Level Three - Individual teachers shall not have the right to process a grievance at Level Three.
  - (a) If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the Level Two decision is received, 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 shall be selected in accordance with the rules of the American Arbitration Association.
  - (b) Neither party may raise new facts at Level Three 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 a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
  - (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  - (d) Powers of the arbitrator are subject to the following limitations:
    - (1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

- (2) He/she shall have no power to establish salary scales.
  - (3) He/she shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
  - (4) He/she shall have no power to interpret state or federal law.
  - (5) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
  - (6) 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.
  - (7) 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.
  - (8) 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.
- F. The fees and expenses of the arbitrator shall be shared equally.
- G. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
- H. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- I. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- J. The time limits provided in this Article shall be strictly observed but may be extended by agreement of the parties.

- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. A bargaining unit member who must testify in an arbitration hearing during the work day shall be excused with pay for that purpose. The cost of substitutes incurred under Section L will be paid by the Association.

#### ARTICLE XIV - SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any teacher shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

#### ARTICLE XV - WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association for the life of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- B. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.

#### ARTICLE XVI - ENTIRE AGREEMENT

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

## ARTICLE XVII - NEGOTIATION PROCEDURES

The parties agree to begin negotiations on a successor agreement not earlier than March 1, 1998.

## ARTICLE XVIII - CONTINUITY OF OPERATION

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 teacher take part in any strike, slowdown or stoppage of work, boycott or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

## ARTICLE XIX - TRANSFER OF PROGRAMS/SERVICES

- A. The RESD will notify the Association as well as involved employees of any plan to transfer a program or service from the RESD to a local school district.
- B. If a special education program or service is to be transferred from the RESD to a local school district the RESD will arrange for a meeting of the district and the official representatives of the education association involved in the program/service transfer to discuss the implementation of that transfer. The parties will discuss application of applicable statutes (School Code and State Aid Act) as well as any problems not addressed by statute.
- C. In planning a transfer of a program or service the RESD will attempt to provide for the continued employment of involved RESD personnel.

## ARTICLE XX - COMPENSATION

- A. New teachers may be given credit on the salary schedule for years of certified experience in other school districts.
- B. Mileage Reimbursement
  - 1. Teachers using their own cars in performance of their duties shall be reimbursed for mileage at the per mile rate established by the I.R.S.
  - 2. Teachers will be assigned an "operational base" by the Assistant Superintendent for Special Education depending on their assigned service area.

- a. Mileage will not be paid for travel from the domicile of the teacher to the place of assignment in the morning nor from the place of assignment to the domicile in the evening.
  - b. In cases where a teacher is required to report to a point within the Gratiot-Isabella Regional Education Service District, other than his/her place of assignment, at the start of work in the morning, the lowest mileage of the following will be allowed:
    - (1) from the domicile to the point of first appointment,
    - (2) from the place of assignment to the point of first appointment,
    - (3) the same procedure shall hold true in the evening when a teacher leaves his/her last appointment and returns directly to his/her domicile.
3. Teachers shall submit Travel Expense Vouchers in duplicate to the Assistant Superintendent for Special Education by the first of each month.
- C. Full year teachers (as defined in Appendix B) shall receive their pay in 26 equal installments. School year teachers (as defined in Appendix B) may receive their pay in 21 or in 26 equal installments. Full year teachers will receive their last equal pay installment within two (2) weeks after July 1 of the succeeding fiscal year.
- D. The normal day under Article V (A) for teachers working during the summer (e.g., 234 day employees) will be reduced in length to four (4) hours and twenty (20) minutes for the summer segment of the work year commencing with the end of the 184 day portion of the 1986-87 school year.
- Salary will be prorated accordingly during the summer segment of the work year commencing in June of 1987.
- E. Salary adjustments for obtaining the Permanent or Continuing Certificate, an M.A. Degree, or the additional hours for an M.A.+30 will occur on September 1 or February 1.
- Evidence that the certificate, degree or hours have been completed must be submitted to the Superintendent by the teacher prior to the above dates. Evidence must be in the form of a state issued certificate, a transcript from the institution, or a written statement from the institution certifying that the certificate, degree or hours have been completed.
- F. The Board shall pay the 5% contributory retirement.
- G. Payroll deductions for the following annuity programs shall be made by the District upon proper written authorization by the teacher to the Business Office.

1. Western National
2. Prudential (MEA Financial Services)
3. Gleaner Life Insurance Society
4. American Express Financial Advisors
5. Edward D Jones (The Hartford Director)
6. Putnam Fiduciary Trust
7. Nationwide - The Best of America

- H. Certificated teachers who accept additional teaching duties beyond the normal work day will be paid at an hourly rate computed on the BA base.
- I. Teachers who have completed fifteen (15) years of service to the district shall receive an additional four hundred (\$400) dollars each year thereafter as a longevity payment.

Teachers who have completed twenty (20) years of service to the district shall receive an additional four hundred (\$400) dollars (total of eight hundred (\$800) dollars) each year thereafter as a longevity payment.

The years need not be consecutive and service to the RESD in any position will count towards the fifteen or twenty years.

#### ARTICLE XXI - FRINGE BENEFITS

- A. Effective July 1, 1995 the Board shall contribute an amount not to exceed the following toward the health care premiums for full time teachers electing the Board approved health care protection plan.

	Board's Contribution
Single Subscriber	\$190.13
Self & Spouse or Children	\$425.21
Full Family	\$472.35

The Board's contribution above shall be toward MESSA Super Care I.

Effective July 1, 1996 the Board's contribution shall be increased to cover the cost of increased premiums up to 115 percent of the Board's contribution, made in 1995-96.

Effective July 1, 1997 the Board's contribution shall be increased to cover the cost of increased premiums up to 115 percent of the board's contributions made in 1996-97.

- B. For those teachers not electing the coverage as described in Section A above, the Board will contribute an amount not to exceed the following toward the options listed below:

1995-96	\$100 per month
1996-97	\$110 per month
1997-98	\$120 per month

The Board's contribution above shall be toward:

1. Short Term Disability
2. Hospital Indemnity
3. Dependent Life
4. Survivor Income Insurance
5. Group Term Life
6. Any Board approved tax sheltered annuity as in Article XX, Section G.

Any tax consequences resulting from selections of options by an employee, shall be the responsibility of the employee.

The Board will adopt a plan to bring this section into compliance with IRS regulations.

- C. The Board shall provide payment for dental coverage which is equivalent to or better than the MASB-SET dental program that was in effect in June, 1989.
- D. The Board's contribution for part-time teachers toward insurance coverage(s) shall be made on a prorated basis provided said teachers are at least one-half time.
- E. The Board shall not be required to made duplicative contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated the insured and the other as a covered dependent. Such designation shall be determined by the employees involved.
- F. The Board will contribute the premiums toward the purchase of MESSA Long Term Disability Plan II, Specifications as follows:
 

Monthly Benefit:	70% of salary
Elimination Period:	45 working day period
Maximum Monthly Salary Covered;	\$2500.
Maximum Monthly Benefit:	
Waiver of Pre-Existing Conditions	
C.O.L.A.	
Freeze on Offsets	
Alcohol/Drug and Mental/Nervous	same as any other illness.
- G. The Board shall contribute the monthly premiums toward \$20,000 term life insurance with AD&D.
- H. The Board shall provide payment for vision insurance coverage which is equivalent to or better than the MESSA VSP2 Plan that was in effect in June,



1989. Employees living within a thirty (30) mile radius of Mt Pleasant and/or Alma must use a provider panel doctor to receive maximum reimbursement.

- I. The provisions of the above insurance coverages are subject to the rules and regulations of the insurance carrier(s).

ARTICLE XXII - DURATION

This Agreement shall be effective upon ratification by both parties and shall continue in full force and effect until June 30, 1998.

GIRESD PROFESSIONAL EDUCATION  
ASSOCIATION MEA/NEA

BOARD OF EDUCATION

Constance E. Barron

Joseph W. ...

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DATED: December 11, 1995

DATED: December 11, 1995

**APPENDIX A - SALARY SCHEDULE  
1995-96  
184 Day Program at 2.75%**

STEP	EXPERIENCE	BA	BA+PERMANENT OR CONTINUING OR 18 HOURS*	MA	MA+30
1	0	27,034	27,600	28,286	29,419
2	1	28,142	28,817	29,597	30,731
3	2	29,253	30,034	30,908	32,042
4	3	30,365	31,253	32,219	33,353
5	4	31,474	32,470	33,530	34,666
6	5	32,586	33,689	34,841	35,977
7	6	33,696	34,905	36,152	37,287
8	7	34,807	36,123	37,464	38,599
9	8	35,916	37,340	38,775	39,909
10	9	37,027	38,557	40,087	41,222
11	10	38,139	39,777	41,399	42,532
12	11		40,992	42,848	44,122
13	12		42,211	44,454	45,848

\*Applies to those employees whose positions do not require a teaching certificate. The 18 semester hours must be earned subsequent to July 1, 1986 in courses directly related to the employee's position and must have prior approval of the district.

**APPENDIX A - SALARY SCHEDULE  
1996-97  
184 Day Program at 3%**

STEP	EXPERIENCE	BA	BA+ PERMANENT OR CONTINUING OR 18 HOURS*	MA	MA+30
1	0	27,845	28,428	29,135	30,302
2	1	28,986	29,682	30,485	31,653
3	2	30,131	30,935	31,835	33,003
4	3	31,276	32,191	33,186	34,354
5	4	32,418	33,444	34,536	35,706
6	5	33,564	34,700	35,886	37,056
7	6	34,707	35,952	37,237	38,406
8	7	35,851	37,207	38,588	39,757
9	8	36,993	38,460	39,938	41,106
10	9	38,138	39,714	41,290	42,459
11	10	39,283	40,970	42,641	43,808
12	11		42,222	44,133	45,446
13	12		43,477	45,788	47,223

\*Applies to those employees whose positions do not require a teaching certificate. The 18 semester hours must be earned subsequent to July 1, 1986 in courses directly related to the employee's position and must have prior approval of the district.

**APPENDIX A - SALARY SCHEDULE  
1997-98  
184 Day Program at 2.5%**

STEP	EXPERIENCE	BA	BA + PERMANENT OR CONTINUING OR 18 HOURS*	MA	MA+30
1	0	28,541	29,139	29,863	31,060
2	1	29,711	30,424	31,247	32,444
3	2	30,884	31,708	32,631	33,828
4	3	32,058	32,996	34,016	35,213
5	4	33,228	34,280	35,399	36,599
6	5	34,403	35,568	36,783	37,982
7	6	35,575	36,851	38,168	39,366
8	7	36,747	38,137	39,553	40,751
9	8	37,918	39,422	40,936	42,134
10	9	39,091	40,707	42,322	43,520
11	10	40,265	41,994	43,707	44,903
12	11		43,278	45,236	46,582
13	12		44,564	46,933	48,404

\*Applies to those employees whose positions do not require a teaching certificate. The 18 semester hours must be earned subsequent to July 1, 1986 in courses directly related to the employee's position and must have prior approval of the district.

**APPENDIX A - SALARY SCHEDULE**

**1995-96**

**234 Day Program at 2.75%**

STEP	EXPERIENCE	BA	BA+PERMANENT OR CONTINUING OR 18 HOURS*	MA	MA+30
1	0	31,580	32,242	33,043	34,368
2	1	32,876	33,664	34,575	35,901
3	2	34,174	35,085	36,107	37,431
4	3	35,472	36,510	37,638	38,963
5	4	36,768	37,931	39,170	40,497
6	5	38,067	39,355	40,701	42,028
7	6	39,364	40,776	42,232	43,559
8	7	40,661	42,198	43,765	45,092
9	8	41,957	43,621	45,296	46,622
10	9	43,255	45,043	46,829	48,156
11	10	44,553	46,467	48,362	49,686
12	11		47,887	50,055	51,544
13	12		49,311	51,931	53,559

\*Applies to those employees whose positions do not require a teaching certificate. The 18 semester hours must be earned subsequent to July 1, 1986 in courses directly related to the employee's position and must have prior approval of the district.

**APPENDIX A - SALARY SCHEDULE**

**1996-97**

**234 Day Program at 3%**

STEP	EXPERIENCE	BA	BA+PERMANENT OR CONTINUING OR 18 HOURS*	MA	MA+30
1	0	32,527	33,209	34,034	35,399
2	1	33,862	34,674	35,612	36,978
3	2	35,199	36,138	37,190	38,554
4	3	36,536	37,605	38,767	40,132
5	4	37,871	39,069	40,345	41,712
6	5	39,209	40,536	41,922	43,289
7	6	40,545	41,999	43,499	44,866
8	7	41,881	43,464	45,078	46,445
9	8	43,216	44,930	46,655	48,021
10	9	44,553	46,394	48,234	49,601
11	10	45,890	47,861	49,813	51,177
12	11		49,324	51,557	53,090
13	12		50,790	53,489	55,166

\*Applies to those employees whose positions do not require a teaching certificate. The 18 semester hours must be earned subsequent to July 1, 1986 in courses directly related to the employee's position and must have prior approval of the district.

**APPENDIX A - SALARY SCHEDULE  
1997-98  
234 Day Program at 2.5%**

STEP	EXPERIENCE	BA	BA+PERMANENT OR CONTINUING OR 18 HOURS*	MA	MA+30
1	0	33,340	34,039	34,885	36,284
2	1	34,709	35,541	36,502	37,902
3	2	36,079	37,041	38,120	39,518
4	3	37,449	38,545	39,736	41,135
5	4	38,818	40,046	41,354	42,755
6	5	40,189	41,549	42,970	44,371
7	6	41,559	43,049	44,586	45,988
8	7	42,928	44,551	46,205	47,606
9	8	44,296	46,053	47,821	49,222
10	9	45,667	47,554	49,440	50,841
11	10	47,037	49,058	51,058	52,456
12	11		50,557	52,846	54,417
13	12		52,060	54,826	56,545

\*Applies to those employees whose positions do not require a teaching certificate. The 18 semester hours must be earned subsequent to July 1, 1986 in courses directly related to the employee's position and must have prior approval of the district.

## LETTER OF AGREEMENT

1. The Board agrees that costs related to Hepatitis B, including those beyond a first inoculation and test, will be covered by the RESD.
2. The parties agree to the following clarifications regarding longevity:
  - a. Longevity credit is received for any work as an RESD employee. Employees not credited correctly will be adjusted and made whole.
  - b. Longevity is not to be pro-rated for part time employment.
3. All monetary items are retroactive to July 1, 1995.