

MASTER CONTRACT

2010-2013

CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT

AND

CHEBOYGAN-OTSEGO-PRESQUE ISLE
INTERMEDIATE FEDERATION OF TEACHERS

AFT-MI, AFT, AFL-CIO
LOCAL NO 4317

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CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT

CHEBOYGAN-OTSEGO-PRESQUE ISLE EDUCATIONAL SERVICE DISTRICT
BOARD OF EDUCATION

AND

CHEBOYGAN-OTSEGO-PRESQUE ISLE INTERMEDIATE
FEDERATION OF TEACHERS, AFT-MI, AFT, AFL-CIO LOCAL NO 4317

MASTER CONTRACT

THIS AGREEMENT, entered into between the Board of Education of Cheboygan-Otsego – Presque Isle Educational Service District, Indian River, Michigan hereinafter called the “Board” and the Cheboygan-Otsego-Presque Isle Intermediate Federation of Teachers, AFT-MI, AFT, AFL-CIO Local No 4317 hereinafter called the “Federation”.

WITNESSETH

WHEREAS the Board and the Federation recognize and declare that providing an education for the children of this school district is their mutual aim and that the character of such education depends predominately upon the quality and morale of the employee service, and

WHEREAS the members of the profession are particularly qualified to assist in formulation policies and programs designed to improve education standards, and

WHEREAS the Board has statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Federation as the representative of its employee personnel,

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings, which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Federation as the exclusive representative for the purposes of collective bargaining with respect to pay, hours, and other terms and conditions of employment for the entire term of this agreement for all certified, State certified or State approved professional personnel, hereinafter known as “employee” who require such certification or approval for the position. Any employee whose duties are directly associated with the delivery of direct classroom or support services to schools in the District and who is not expressly excluded from the agreement because of his/her administrative responsibilities shall be considered a member of the Federation. Temporary or part-time personnel shall be eligible for Federation membership when meeting the above requirement. Salary and fringe benefits shall be pro-rated per board policy in effect at the signing of this agreement.
- B. But excluding: Secretarial, General Staff, Maintenance and Grounds, Superintendent, Transitional Services Coordinator, Professional Development, Technology Supervisor, Supervisory Employees, Temporary or Part-Time Employees not included in A above, and co-op students, Cheboygan-Otsego-Presque Isle Educational Service District Teacher Paraprofessionals, Coordinator of Planning, Monitoring and Data Collection, and including those positions that do not require state teacher certification or state approval. Part-time personnel hired from outside of the Cheboygan-Otsego-Presque Isle Educational Service District staff for the summer SCI classroom shall not be a part of this agreement.
- C. The term “Employee” when used hereinafter in the agreement shall refer to all employees represented by the Federation in the bargaining or negotiating unit as above defined, and reference to male or female employees shall include the other sex.
- D. The Board agrees not to negotiate with any employees’ organization representing the above named employees other than the Federation.

EMPLOYEE RIGHTS

All employees covered under this contract shall be accorded rights as defined by the Michigan General School Laws, including the Michigan Teacher Tenure Act, and all other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education Minutes, or as set forth in any manner whatsoever, or powers, which heretofore have been properly exercised by it, shall remain unaffected by the Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions to this Agreement and by State and Federal law including, but not limited to Act 379 of the Michigan Public Acts of 1965. Board policies shall in no way be in conflict with the provisions of this agreement.

ARTICLE II WORKING CONDITIONS

DAILY WORK SCHEDULE

- A. Itinerant employees must post their daily schedules on the district's web-based calendar so they may be reached during the school day if needed.
- B. Each itinerant employee's alternative calendar will be determined in conjunction with the appropriate supervisory personnel.
- C. When working in the Educational Service District Office, personnel will work a seven (7) hour day during office hours.
- D. When working in the schools, employees will be governed by the workday in effect in that school.
- E. Employees who are required to travel shall be allowed to count travel time between worksites (schools, office, or other location of work) as part of their work responsibilities.
- F. If the teaching staff from a local school are excused from attendance during any part of the day for other than inclement weather or natural disaster (i.e. bomb scare, mechanical failure in the school, or other closings), ESD personnel serving that school will report to the Educational Service District office, or consult with supervisory personnel about an alternative assignment.

- G. If a local school is working under a State approved reduced schedule due to economic hardship, employees assigned to that school will be given alternate assignments when that school is not in session.
- H. Classroom teachers shall be responsible for a seven-hour workday. Within the seven hour period, the teachers, in cooperation with their supervisor, will schedule one 30 minute on-site break period and two separate fifteen minute on-site breaks.
- I. It is recognized that planning and preparation time is a necessary part of classroom teaching. This time shall be scheduled by the classroom teacher in a manner that utilizes their existing classroom resources.
- J. The classroom teacher will be the direct leader in the classroom of the everyday duties and responsibilities for all paraprofessional activities. Only if there is an issue of higher concern will it be addressed by a COPESD Special Education Supervisor or if not available, a Director or the Superintendent.
- K. Any additional responsibility that requires work beyond the normal workday shall be negotiated by the Federation, Administration, and the individual involved prior to the work commencing.

INCLEMENT WEATHER

- A. Employees, when legally required, shall make up days lost due to inclement weather. State granted “grace time” shall be applied toward this obligation.
- B. Itinerant employees will be expected to drive through closed districts to keep scheduled appointments in their designated districts, which remain open, whenever possible. However (if local road conditions appear hazardous), the employee may be excused or given an alternate assignment by calling the Educational Service District office.
- C. Employees will not be charged for prior arranged personal or sick days on days when classes are not held due to inclement weather.

WORK CALENDAR

- A. Employees will follow the Educational Service District calendar, unless exceptions are submitted in writing and are approved by appropriate supervisory personnel. All calendars will be designed to provide maximum service to students.
- B. 1. ESD itinerant and classroom personnel of the Cheboygan-Otsego-Presque Isle Educational Service District will be expected to work 183 days within the fiscal year (July 1 – June 30).

2. Employees who take the option of summer employment will work the legal requirements for a school year.

3. Personnel signing contracts for other than 183 days shall be compensated at the same daily rate, based on the negotiated employee's salary schedule.
4. Extra days worked, with Administration approval, shall be reimbursed at the employee daily rate.

C. ALTERNATE CALENDAR DAY

Professional staff will have one alternate calendar day per school year available for their use provided that they meet the following conditions:

- A substitute (if necessary) is available.
- The use of another type of leave day is not possible.
- They schedule, with their supervisor's approval, a day to make up for this absence.
- The alternate calendar day does not connect with other leave days (ex: personal or sick) except scheduled breaks. (example: Spring or Christmas breaks)

ARTICLE III POSTING OF OPENINGS OR NEW POSITIONS

- A. 1. Whenever a vacancy arises or is anticipated, including Supervisory positions, the Superintendent shall promptly email notice of the posting to all staff members, at least fourteen (14) calendar days before posting position externally, except for openings occurring because of previous layoff or authorized leave. The Federation may approve administration's request to simultaneously post the vacant position. Such notice shall be emailed to staff unless the employee designates otherwise.
 2. Interested staff members shall have this time to make written application, including qualifications, for said opening or position.
 3. Whenever meeting posted qualifications, C.O.P. staff members shall have preference; however, the Board shall be the final authority.
 4. If a staff member is not selected, he/she would be notified of the reasons for non-selection upon his/her request.
- B. Any employee who is assigned to an administrative or executive position and later returns to employee status shall be entitled to retain such rights as he/she may have had under this agreement prior to such assignment including the accruing of seniority while in the administration position.
- C. Additional Work
1. The parties to this contract recognize that work in addition to, the duties assigned an employee under the basic (183 day) contract may be necessary. This additional work may include:
 - a. temporary overloads of evaluators

- b. the need for IEP recommended direct services
 - c. mandated summer positions
 - d. Other work as needed
2. Should additional work be necessary, the employees covered by this contract shall have right of first refusal before the board contracts with individuals not covered by this agreement. Employees not covered by this agreement shall have no rights under this agreement.
3. When additional work beyond the basic contract is necessary, employees covered under this contract shall have first rights via the following priorities:
 - a. The staff last employed in that position
 - b. Other qualified employees covered by this agreement in order of seniority
4. Any additional work designed as direct services (i.e. SCI, summer services, etc.) the employees will be reimbursed at their regular per diem; this may be prorated if necessary to an hourly rate for services less than a full day.
5. For additional work designated as evaluation duties (i.e. Psycho-educational evaluations, or speech evaluations, etc.) the employee will be reimbursed on a fee schedule reflecting reasonable and customary charges for those evaluations. This schedule will reflect the reasonable and customary hourly fee schedule used by Blue Cross, Blue Shield and it can be adjusted, if necessary, on Jan. 1st, April 1st, July 1st, and Oct 1st, of each year.
6. Interested staff members, in order to be considered for the above additional work must notify the administration within 14 days of posting.
7. Direct summer positions will be posted within the ESD no later than March 1st of each year. Qualified staff interested in filling a summer position must notify administration within 15 days of that posting. Any position not filled by that date will be posted externally.
8. Qualified staff members can share mandated summer positions. Plans for sharing a position must be submitted within 15 days of that posting. The proposals will be considered on the basis of being educationally sound and that they assure quality programming.
9. If a summer position cannot be filled by April 30th, a staff member from that discipline (on a rotating basis, i.e., 1st year least senior staff, 2nd year next lowest senior staff, etc.) will be required to work.
10. Additional work that occurs beyond the 7-hour workday will be posted within the ESD as it becomes necessary.

11. To be considered for additional work, interested staff members must notify the administration of that wish within fourteen (14) calendar days of the internal posting of the position. Any position not filled by that date will be posted externally.

ARTICLE IV DISTRICT ASSIGNMENT AND TRANSFERS

A. Initial Assignment

Initial assignments to district are made on the basis of openings at the time of hire. The Board recognizes that it is desirable to make assignments that reflect the interests and aspirations of its staff.

B. Vacancies

Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant. Length of service and other relevant factors shall also be considered. Administration shall have the right to make the determination as to the applicant selected.

C. Involuntary Transfers/Changes in Assignment

1. If the employee is moved from his/her current work location, this shall be done on the basis of unsatisfactory performance in that assignment or at the employee's request. Changes in assignment due to student population changes are allowable exceptions.
2. Involuntary transfers to a different geographic location may be implemented due to personnel shortages because of an inability to hire qualified employees.

D. Voluntary Transfer

A voluntary transfer/change in work location [or assignment] may be requested by an employee and will be considered by administration. Requests by a staff member for transfer to a different class or position shall be made in writing.

ARTICLE V MANAGED SICK LEAVE

- A. All members of the bargaining unit working a 183 day contract will be granted ten (10) sick days per school year. Employees working other than 183 days per year will have a pro-rated allotment of sick time based on hours worked. An additional sick day (equal to the length of the summer workday) will be granted to employees working the full summer hours scheduled.

- B. All qualified employees will be eligible for the managed sick leave program. The Board shall provide, to all employees, “Managed Sick Leave Program” (comparable to SET), with long term benefits coordinated after twenty (20) sick leave days at a rate of seventy percent (70%) of contractual salary continuing to the end of the contract year. Benefits shall continue beyond the contract year at the rate of sixty-six and two-thirds percent (66 2/3%) of the employee’s salary for the period of disability. The duration of benefits will be as follows:

Maximum Benefit Period:

Age at Disablement	Benefit Duration
Less than age 62	to age 65
62-65	to the later of 3 years or age 65
66-68	2 years, but not beyond age 70
69 and older	1 year

C. Sick Days: Personal Pools

1. Each employee shall maintain a personal pool of sick days, to be used to cover the possible sick days eleven through twenty (11-20), not covered by those granted at the beginning of each year, and any others not covered by disability insurance.
2. Those personal pools shall be created by accumulating the unused sick days, granted in “A” Above, from previous years.
3. No personal pools shall exceed thirty-five (35) days and have no cash or retirement value.
4. Employees have the option of using personal pool days accumulated above ten (10) for the care of a sick member of their immediate family. No more than six (6) personal pools days in excess of the initial ten (10) will be available for this purpose in any single contract year.
5. Any days used for family member’s illness cannot be used toward the twenty (20) day period prior to insurance disability.

D. Family Illness Pool

Family illness pool days are used if individuals exhaust their family illness pool and have a member of their immediate family (defined as spouse, children, parents and in-laws) either hospitalized or have acute care needs directly after hospitalization. The use of this pool shall be limited to seven days per year per member.

At the beginning of each school year the Family Illness Pool shall have a minimum of days equal to the number of professional staff members. If the balance is below the minimum number, each professional staff member shall donate one day of his/her ten sick days to the family illness pool. If the minimum number is met or exceeded at the start of the school year, no donations will occur.

1. The liability of the sick leave pool is limited to the number of days established in the pool at the start of each year.
2. The use of these pool days shall be limited to the professional staff members. Requests for use of these days shall be made to the Superintendent or designee.

ARTICLE VI 125 PLAN

The Board of Education will adopt and have available to all professional employees a qualified Section 125 Plan pursuant to the IRS Code.

ARTICLE VII LEAVE DAYS

SHORT-TERM LEAVE:

PERSONAL LEAVE DAYS

Three (3) personal leave days will be granted to employees working one hundred eighty-three (183) days per year. An additional personal day (equal to the length of the summer workday) will be granted to employees working the full summer hours scheduled. Personal leave days are to be used for personal business, family sickness, dental appointments, or where there is a personal need, duty or obligation to conduct personal business which cannot be conducted on a day other than a school day. Funerals will not be charge against these days.

EMERGENCY LEAVE DAYS

In the event there is an emergency, the Superintendent, at his/her discretion, may grant a leave. (These days are separate from personal leave.) An example of emergency leave would be the sudden illness of a member of the family requiring hospitalization or doctor's treatment, but not to include mechanical car failure.

FUNERAL LEAVE DAYS

- A. Employees shall be granted up to four (4) working days leave immediately following a death in the immediate family. The immediate family shall be defined as parents,

- B. grandparents, in-laws, spouse, children, step and foster children, siblings, and any person who makes his/her home with the employee and in the judgment of the superintendent is economically, emotionally and socially dependent on the employee. The superintendent may extend these provisions in instances when in his/her judgment, the time limitation is not sufficient to allow for all of the adjustment occasioned at the time of bereavement.
- C. The superintendent may grant up to four (4) days leave to employees to attend the funeral of a relative or close friend.

EXTENDED LEAVES:

Provisions of extended leaves shall be governed by the master contract in effect on the date the leave was granted.

SABBATICAL LEAVE

- A. The Board agrees that each year two employees, who have been employed for at least seven (7) consecutive years by the Board, may be granted sabbatical leave for no more than one (1) year in one semester increments. During this sabbatical leave, the employees shall be considered to be the employee of the "District", and shall receive a salary equivalent to one-half (1/2) of the current salary step that the employee would be on during the sabbatical year. (Salary will be paid in equal installments over the sabbatical year.) Seniority will continue to accrue during the sabbatical year. All other eligible benefits will be continued.
- B. To qualify for sabbatical leave, the employee must:
 - 1. Meet State requirements for a sabbatical leave.
 - 2. Agree to carry a full load of courses each semester or term over a nine-month period.
 - 3. Agree to return for employment for at least one (1) year or return all monies paid by the Board.
- C. All requests for sabbatical leave need the approval by a majority vote of a committee, composed of one (1) board member, two (2) professional staff selected by the Federation, and two (2) administrators to recommend an applicant whose proposed course of study, in their opinion, would best serve the district.
- D. Requests for sabbatical leave shall be made by December 10th for the first semester leave for the next year or July 10th for consideration of a second semester leave for the next school year.

Applicants shall be notified of the Board's decision within 75 calendar days of the closing dates in D above.

MILITARY LEAVE

The Board of Education (COPESD Board Policy 3437.01) provides military leave, reemployment, and other rights as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA) and State law.

LEAVE OF ABSENCE

An unpaid leave may be granted at the discretion of the Board of Education upon written application by an employee. Such leaves may be requested for one semester or for one school year renewable by request to the Board of Education.

Upon granting of said leave by the Board, the employee shall be entitled to return to the school system upon the expiration of said leave. Failure to return from said leave on the date specified in the application without an approved extension shall be conclusively deemed a resignation.

LEAVE OF ABSENCE (Voluntary)

- A. An unpaid leave, in one semester increments, of not more than three (3) consecutive semesters shall be granted upon written thirty (30) days notice by an employee with not less than one (1) year seniority. Upon the receipt of said notice by the Board, the employee shall be entitled to return to the first vacancy for which he/she is qualified. Failure to return from said leave to an offered position after expiration of the leave without an approved extension shall be conclusively deemed a resignation.
- B. This leave may not be used for one (1) year following a sabbatical leave.
- C. In the event that an employee accepts a certified or approved professional position in education, the length of said leave shall be no more than two (2) semesters.

CHILD CARE LEAVE

- A. This leave shall be granted for either the balance of a semester following the disability period due to the birth of a child or in one-semester increments (not to exceed two). This is contingent upon a suitable replacement being found for the employee.
- B. Written application, including specifications of the beginning and ending dates of this leave, must be made three (3) months before the end of the semester preceding this leave.
- C. The administration shall advertise the position of the employee requesting this leave, within two (2) weeks following written application, at all State Universities offering degree programs in the position to be filled. Posting shall be made among current staff at this time as outlined in Article III, Section A 1, 2, 3.

- D. A person returning from this leave must present a doctor's verification of good health, if applicable, and will return to their previous position and location unless a staff re-organization changes that assignment.
- E. Seniority will accrue for the time period of the childcare leave.

RETURN FROM EXTENDED LEAVE

- A. When employees are returning from a layoff or leave of absence (excluding voluntary leave), the following criteria shall be used to fill positions:
 - 1. Seniority and certification shall be the determining factors considered for placement.
 - 2. Persons on voluntary leave wishing to return shall only have rights to a position if all qualified persons for that position have returned from a leave of absence and all qualified persons for that position have been returned from lay-off status.
 - 3. Whenever feasible, an employee returning from a leave of absence will be restored to his/her position at the original location and assignment. Salary step will be as established prior to leave.
- B. When an employee desires to return from any extended leave of absence before the time agreed to at the start of the leave, he/she must notify the Board in writing of their intention. To be considered for any position, this notice must be received before the deadline contained in postings for said position. Postings will be sent to all employees on leave if they have provided a current address.

EXTENDED LEAVE BENEFITS

The Board will be responsible for a payment of \$600 for each sixty (60) school days worked during the preceding calendar year. This benefit will not accumulate more than one hundred eighty (180) school days (school days would include approved leave of absences) for a total of three (3) payments. If the leave is started before the 15th of the month, that month will be considered as a first full month of benefits. Seniority will accrue for the time period of the voluntary leave but not the time from the end of the leave until they fill the first available vacancy. This voluntary leave, of not more than eighteen (18) months, shall be considered an "approved leave" for all purposes.

FAMILY AND MEDICAL LEAVE ACT

The National Defense Act for FY 2008 (NDAA), Pub.L. 110-181, Section 585 amends the Family Medical Leave Act of 1993. The COPESD Board of Education shall comply with the Federal Law.

The COPESD Board approved policy may be accessed in its entirety at the website www.copesd.org under Board Policy, Section 3000, Professional Staff, Policy #3430.01 Family & Medical Leave of Absence (“FMLA”).

ARTICLE VIII EQUIPMENT

An employee shall be held accountable for lost or damaged school equipment assigned to that employee when they have been determined to have been negligent.

ARTICLE IX RECORD KEEPING

- A. 1. One (1) day for record keeping purposes will be provided in the week preceding each issuance of report cards for a total of four (4) days to the teaching staff in SCI, MoCI, HI, ECSE, or any current classroom program provided by COP ESD.
- 2. COP ESD recognizes the value of the record keeping involved with direct service to students. The administration will work with direct service staff to maximize the time available to carry out record keeping requirements while keeping in mind the importance of maximizing student contact time.
- B. Where appropriate, other employees who have increase record keeping responsibilities may request record keeping time from assigned supervisor.
- C. Classroom teachers will have one (1) preparation day at the beginning of each school year.

ARTICLE X EMPLOYEE EVALUATION AND PROGRESS

The COPESD Board of Education and the COPESD Federation of Teachers recognize the change in the State School Code Act and will work to implement those changes required. COPESD will form a work committee composed of COPESD administration and representatives from the Federation to comply with the State School Code Act with the direction from the law and Michigan Department of Education, Michigan Association of Administrators as well as other state work groups. At that time the Employee Evaluation Procedures will be amended in this contract.

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, the following procedure has been agreed to in an effort to accomplish these goals. Respective administrators are encouraged to meet with staff at the beginning of each year to establish mutually agreed upon goals to improve program performance.

- A. Probationary employees shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations should occur prior to December 1st and prior to March 1st. Personal interviews should be held prior to the written evaluation. A written evaluation should be submitted within twenty (20) working days of the observations to the subject employees. In the event that the employee feels this evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. This must be done within ten (10) working days after review of the written report.
- B. Tenure and/or continuing contract employees may, with the concurrence of both the employee and the administration, follow the same evaluation procedure except that evaluations are only required once every three (3) years. Tenure and continuing contract employees may elect to be evaluated through the peer review process outlined below. At the option of administration, partial evaluations following up recommendations from the previous year may be done. At the employee's request, annual evaluations will be completed.
- C. Procedures:
1. For tenure and/or continuing contract employees evaluations shall only be conducted by an administrator familiar with the employee's work. Each observation shall be made in person with all monitoring or observation of the performance conducted openly and with the full knowledge of the employee. Second or supporting evaluations, with adequate prior notice to employee, may be performed by an administrator or outside consultant familiar with the work being evaluated. In addition, information may be obtained from parents, principals and other school staff having direct knowledge of service delivery. The employee may submit a written rebuttal, within ten (10) working days, which shall be attached to the evaluation.
 2. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. An employee may request the accompaniment of a Federation representative. Each employee's file shall contain the following minimum items of information:
 - a. Required medical information
 - b. All employee's evaluation reports
 - c. Copies of annual contracts
 - d. Teaching Certificate
 - e. A transcript of academic records
 - f. Tenure recommendation
 3. No material of an evaluative nature will be placed in the employee's file without full knowledge of that employee. The employee will be notified within ten (10) working days of the administration becoming aware of a significant concern.

- D. Tenure and continuing contract employees with approved professional development plans may choose the following peer evaluation in place of the administrative evaluation as detailed in sections B & C above.
1. A peer evaluation shall be completed at least once every three (3) years. A peer evaluation should give staff useful feedback on professional performance, the opportunity to learn new techniques, and counsel on possible improvements in their procedures. The employee and evaluator shall consider the following before the evaluation begins:
 - a. What are the specific goals for this peer evaluation?
 - b. What peer/peers are available and able to assess the specific goals?
 - c. How is the peer evaluation linked to the employee's PD plan?
 - d. How much time will be required to complete the evaluation?
 - e. What written format will the evaluation be reported?

 2. Evaluation reports should consider the following:
 - a. Deliver feedback in a positive and considerate way
 - b. Offer ideas and suggest changes that make sense to the employee
 - c. Maintain a level of formality necessary to achieve the goals of the evaluation
 - d. Provide constructive criticism and suggestions to improve weak areas and amplify strengths
 - e. Work with the employee to set specific and achievable goals

 3. Documentation that the evaluation took place will be completed by providing the original written report to the supervisor to be placed in the employee's file. The peer evaluation report shall include:
 - a. Employee name
 - b. Peer evaluator name
 - c. Date(s) of evaluation
 - d. List of specific goals considered for the evaluation
 - e. Employee performance on evaluation goals
 - f. Signatures of both employees

 4. This Peer Evaluation option shall be available to employees as long as they continue to satisfactorily execute the basic duties of their job with COP ESD and shall be terminated only by:
 - a. Decision of supervisor due to employee performance
 - b. Written request of the employee prior to December 1st
 - c. Failure to maintain a current professional development plan

ARTICLE XI
PROFESSIONAL DEVELOPMENT

PROFESSIONAL GROWTH

- A. The Board and professional staff recognize the need for continued professional growth. A professional development committee is in place, the functions of which are listed in section B of professional growth.
1. This committee, called the Professional Development Committee (PDC) will consist of three (3) professional staff chosen by the Federation and two (2) administrators.
 2. The three (3) staff persons selected by the Federation to serve on the PDC will be compensated on an hourly per-diem basis for duties performed.
 3. This committee shall meet, at a minimum, three (3) times during the academic calendar.
 4. Either the professional staff or administrative staff representatives may schedule these meetings.
- B. The duties and functions of the Professional Development Committee include the following:
1. Assist staff in developing viable growth activities
 2. Set policies that shape and determine activities of staff professional development plans and resolve any questions or concerns
 3. Establish parameters and policies for professional development plans not already specified in the agreement
 4. Review, approve or assist in the development of a proposal for an extra paid workday
 5. Evaluate the effectiveness of the COP staff professional development system established in this contract
 6. Review and approve peer evaluation process
 7. Review plans and assist in development when requested by staff
 8. Assist in developing, updating, and maintaining the Professional Development Handbook.
 9. Review and consider requests for approval of growth incentives by qualified professional staff
 10. Other duties and responsibilities as agreed to by the Federation and the Superintendent

GROWTH INCENTIVES

- A. Growth incentives shall be available to employees who satisfy the following criteria:
1. Have thirteen or more years of credited service
 2. Be at or above the MA or BS +45 level on the salary schedule
 3. Have three or more credited years since the last professional growth incentive

4. Have an approved Professional Development Plan, and have completed four (4) semester hours of credit or 4.8 CEUs (equals 48 hours).
(An equivalent Semester Credit Hour is defined as twelve (12) hours of instruction. Twelve (12) hours is equal to 1.2 CEUs)
 5. All credits taken for this purpose shall be approved by the Professional Development Committee using criteria established by the PD Committee and deemed relevant to the individual professional responsibilities.
- B. Earned growth incentives will be equal to five percent (5%) of the year's BA/BS base step for each increment earned. Growth incentives shall be cumulative and will be computed each year thereafter up to a total of twenty seven (27) years, (5 steps).
- C. All requests and documentation must be submitted to the professional development committee on or before August 1st each year to be considered for a growth incentive step for the upcoming school year. No requests will be reviewed after this date.

INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN:

- A. Each professional staff person is encouraged to have an approved professional development plan. An approved professional development plan shall have core activities consisting of but not limited to the following:
1. College courses specifically related to the staff person's field or job responsibilities
 2. Conferences or workshops specifically related to the staff person's field or job responsibilities
- B. An approved professional development plan may have the following pre-approved activities consisting of but not limited to the following:
1. Case studies, projects or research leading to a publication or presentation at a meeting of a professional organization apart from required college courses or degree conditions or requirements.
 2. Development of curriculum, instructional practices, specialized procedures or material relating directly to the staff person's job responsibilities and not part of any other activities.
 3. Additional professional activities specifically related to the staff person's field or job responsibilities, as agreed to by the staff person and the professional development committee and/or the Supervisor of Professional Development.

The contents and related activities contained in a professional development plan are for the purpose of professional growth and are not to be used for staff evaluation purposes.

- C.
 - 1. For each professional staff member who has an approved plan, an amount of \$1,000 will be placed in an individual designated account each year by the Educational Service District. These monies would be for all conferences, conventions, in-service training, tuition reimbursements, and other professional development activities required to maintain licensure/certification/registration in the individual's discipline.
 - 2. The costs of substitute teachers and in-state mileage will not be charged to these monies. Any training or other activities required by the Board of Education would not be included as part of these monies.
- D. Monies provided by the Educational Service District to professional staff with an approved professional development plan are to be used reasonably and only to support activities specified in the staff person's approved professional development plan. These monies may accrue up to but not beyond \$3,000.
- E. For those professional staff who have no approved plan, a non-accumulative amount of \$350 will be made available each year.
- F. For those staff with an approved plan, all college course credits and SB-CEU activities specified or referred to in the plan may be used to move laterally on the salary schedule as well as for the Growth Incentive. Hours accumulated from workshops and conferences without the SB-CEU documentation or college course credit can only be used for the Growth Incentive movement. All staff wishing to make lateral moves on the salary schedule must submit requests and documentation which includes transcripts to the superintendent on or before August 1st each year for the upcoming school year.
- G. For those professional staff who have no approved plan, all college credits or SB-CEUs used for advancement must be approved by an administrator before the activity takes place.
- H. For those professional staff who have an approved professional development plan, an additional paid day may be built into each year's contract through a proposal presented to and accepted by the Professional Development Committee. This day must be approved at least fourteen (14) calendar days prior to the day of the activity.
- I. For all professional staff, yearly documentation of professional development activities and related growth must be added to a personal professional portfolio or their personnel file.
- J. Parameters for acceptable Professional Development Plans beyond those mentioned in this agreement will be developed by the Professional Development Committee and agreed to by the Federation and the Board of Education.

- K. Any professional staff in disagreement with the approval of the activities proposed in their professional development plan may petition the Professional Development Committee for a review of their proposal. Professional staff may request assistance from the committee in the development of their proposal.

PROFESSIONAL DUES

For the duration of this contract, the Board agrees to pay three hundred dollars (\$300) toward the professional dues (union dues excluded) or subscription to professional publications or certification relevant to the employee's field. This shall be made available to each professional employee. Publications shall be maintained at the work site and made available to fellow employees.

GRANT WRITING

It is recognized that monetary grants provide mutual benefit for COP ESD students and the students of the local school districts. It is also recognized that grant writing requires time and expertise. The following process provides incentives to COP ESD staff writing grant proposals:

1. Complete Intent to Write form indicating the following:
 - a. Purpose of the grant
 - b. Source(s) of funding
 - c. Amount
 - d. Attach copy of request for proposals
 - e. COP must be designated the fiscal agent
 - f. Submit to Supervisor and PD Committee for approval
2. Provide copy of completed grant application and notice of award, if received, to the Supervisor and PD committee.
3. Yearly Status Form
 - a. Fiscal
 - b. Final Report
 - c. Signatures
 1. Business Official
 2. Supervisor
 - d. Payroll Form
4. Range of Grant Funding:
 - a. \$1,000 minimum to \$10,000 maximum
 - b. Over \$10,000 administrative staff approval
5. PD Committee Reviews Quality of Grants yearly
6. Stipend:
 - a. Based upon % of grant
 - b. 2% for Writing

- c. 3% for Receiving Funding i.e. 1% above 2% for writing
 - d. 3% yearly for term of the grant
 - e. COP will budget \$2,000 yearly
 - f. Stipend will be subjected to payroll taxes
7. At the end of each contract year, number 6 above may be reviewed and revised by joint Federation/Administration.
8. The forms referred to in this grant writing section will be developed by the professional development committee.

ARTICLE XII SENIORITY

- A. A seniority list showing the date of employment for each employee will be prepared each year November 1st. It will be distributed with the first paycheck in November to each employee.
- B. Employees will have ten (10) working days, starting with the date printed on the first paycheck issued in November, to request in writing any appropriate correction in the seniority list, should he/she believe the information contained therein to be inaccurate. Final decision as to the accuracy of the information contained on the seniority list shall be left to the Superintendent and President of the Federation.
- C. Seniority shall be defined as 1/183 for each day contracted from the fall semester through the end of the second semester and does not include summer employment.

ARTICLE XIII PROCEDURE FOR REDUCTION OF STAFF

The Cheboygan-Otsego-Presque Isle Educational Service District Board of Education acknowledges that quality education depends to a great degree upon employing well-trained certified personnel. The quantity of staff is based upon the need for services and the availability of funding to maintain and/or improve quality of service through the employment of staff. The Cheboygan-Otsego-Presque Isle Educational Service District Board shall endeavor to provide quality service within their right of managerial responsibility and in all case of staff reduction, the Board shall maintain final authority.

Whenever it becomes necessary in the judgment of the Board to reduce the number of professional personnel on the staff of the Cheboygan-Otsego-Presque Isle Educational Service District because of insufficient funds, decrease in student enrollment within departments, changes in the educational or administrative program of the District, or for other comparable reasons, the following procedure shall be followed in making such reduction:

DEFINITION AND TERMINOLOGY

- A. New professional personnel employed by the Cheboygan-Otsego-Presque Isle Educational Service District shall be hired as probationary employees as prescribed by the Tenure Act, Act 4 Public Act of 1973, as amended. Each employee shall be considered probationary until granted tenure or given a continuing contract by the Board.
- B. The term seniority, as hereinafter used, shall be defined as the length of continuous service in the employ of the Cheboygan-Otsego-Presque Isle Educational Service District since the most recent date of employment starting with the date the contract was signed. Seniority will be prorated at 1/183 for each day contracted excluding summer employment. It is recognized that portions of the Tenure Act affect the manner in which seniority is applied. It is agreed that in no case will probationary employees have seniority rights over those with tenure or on continuing contracts. Upon the granting of tenure or a continuing contract, the employee will be credited with years of service within the district.
- C. Credit given for salary, prior experiences for any reason other than continuous service to the Cheboygan-Otsego-Presque Isle Educational Service District shall not be included for purposes of determining seniority.
- D. Seniority shall be lost for all purposes where:
 - 1. An employee terminates employment
 - 2. An employee is discharged with just cause. Seniority will accrue during the dismissal period, if dismissal should be found unjustifiable, an employee does not return to employment after an approved leave of absence
 - 3. An employee on voluntary leave will accrue seniority for the time period of the voluntary leave but not the time from the end of the leave until they fill the first available vacancy
- E. Professional personnel are as listed in the "Recognition" clause.
- F. Seniority shall accumulate for the duration of any approved leave of absence, but only to the extent of the approved leave.

STAFF REDUCTION OPTION

Whenever, in the opinion of the Board, it becomes necessary to reduce the number of professional staff, the following options will be considered and appropriate procedures initiated. In all cases the Board decisions will be final in determining the need for and method of staff reduction.

A. Decentralization of Staff and/or Programs

One or more departments of service, (i.e. speech and language therapy) may be eliminated as responsibility of the Educational Service District and be remanded to each of the constituent schools. Local school dependent upon size and needs may employ their own or cooperatively employ such personnel.

B. Reduction of Staff by the Elimination of Entire or Partial Departments of Service

The number of staff could be reduced by the elimination of one or more departments of service or individuals within the department. A procedure for substitution of service would be the responsibility of the Board through contracting or assignment to other agencies or for reassignment of student(s) to correlating program under the provision of act 198. The reassignment authority could be delegated to the Director of Special Education. Consideration will be given to the number of students involved, the severity of the disabilities and the feasibility of alternative programming.

C. Reduction of Staff Within Each Department

One or more staff members may be eliminated from as few or as many departments as the Board may determine necessary. This determination will be based on the number and need of students serviced by a department, the minimum programming necessary to fulfill the requirements under Act 198, and the availability of alternative programming or service.

Reduction of Staff Work Hours Within Each Department

A staff member's work hours may be reduced from as few or as many departments as the Board may determine necessary. This determination will be based on the number and need of students serviced by a department, the minimum programming necessary to fulfill the requirements under Act 198, and the availability of alternative programming or service.

REDUCTION PROCESS

In order to accomplish an orderly reduction of professional personnel, the following procedures will be followed:

- A. Those staff positions to be maintained shall first be determined by the COP Educational Service District Board of Education, and then shall be listed by department together with the certification and/or approval required.
- B. Positions listed on the staff position list referred to in sub-paragraph (A) above shall be filled by the Superintendent on the basis of seniority as determined from the seniority list referred to in (E) below, i.e. the most senior professional employees shall be assigned to each such position.

- C. If there are no properly certified and/or continuing contracted/approval tenured personnel from any seniority list to fill all the vacancies in a department, then probationary personnel may be appointed by the Superintendent to fill each listed vacancy.
- D. Professional personnel who are not appointed to any listed vacancy shall be placed on layoff.
- E. Professional personnel on layoff without pay shall have the right to first recall, on a seniority basis, to any position for which they are properly certified and/or approved. Recall of employees shall be in the inverse order of layoff, i.e. those laid off last will be recalled first; provided, however, that an employee in order to be reassigned shall be certified and qualified as herein set forth to perform the position to which he/she is being assigned. The Board agrees to update and publish a seniority list by the first pay period of November of each year.
- F. It shall be the responsibility of professional personnel on layoff without pay to keep the Cheboygan-Otsego-Presque Isle Educational Service District fully informed of a change in certification, address and telephone number at which they may be reached should contact be necessary.
- G. Professional personnel on layoff without pay must accept a similar position offered for which they are qualified and certified and/or approved within fifteen (15) calendar days after such offer has been mailed to the last known address.

Any employee who, upon being laid off at the end of a school year or not receiving assurances of re-employment before August 15th, applies for and receives unemployment payments and is then recalled at the start of the school year shall be subject to the following: At the option of the employee, the amount of benefits received in excess of an actual loss of pay or for itemized job search expenses for time on lay off shall either be deducted from the total annual salary of the employee upon his/her return to work, or the employee may elect to repay the amount directly to MESC.

This provision recognizes the diverse nature of programs and services within the area of special education and the right of the employee to be placed in a similar position.

ARTICLE XIV GRIEVANCE

- A. A grievance shall be defined as a claim by an employee or Federation that there has been a violation, misinterpretation or misapplication of any provision of the agreement.

- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in the Article:
1. The termination of services, or failure to re-employ any probationary employee for just cause
 2. Other items not covered by Contract could be placed on the next regular Cheboygan-Otsego-Presque Isle Educational Service District Board of Education Agenda by request of employee
 3. Any employee pursuing recourse under the Tenure Act forfeits all rights to the arbitration process
- C. The Federation shall designate a committee whose spokesperson may assist in handling grievances when requested by the grievant. The Board hereby designates the Director of Special Education or his/her designee to act as its representative at Level One as hereinafter described.
- D. The term "Days" as used herein shall mean days in which school is in session.
- E. Written grievances as required herein shall contain the following:
1. Signature of grievant or grievants
 2. Synopsis of the facts giving rise to the alleged violation
 3. Citation of the section or subsections of this contract allegedly violated
 4. Date of the alleged violation
 5. Requested relief
- F. Any written grievance not filed in accordance within the specified time limitation may be rejected as improper and have no further recognition. Such a rejection shall not extend the limitations hereinafter set forth. If a grievance is rejected for not meeting the specified requirements as stated above, it may be resubmitted one time by being returned to the grievant(s) with notation of impropriety and to meet requirements. Upon acceptance of the corrected grievance, the following procedure will be followed:
1. LEVEL ONE – An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the appropriate direct supervisor in an attempt to resolve the same. The employee shall notify the designated representative of the Federation of his/her grievance and may request his/her presence at the presentation of the grievance.
- If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

2. LEVEL TWO- A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One, which may contain the endorsement thereon of the approval or disapproval of the Federation. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Federation representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmit a copy of the same to the grievant, the Federation secretary, appropriate direct supervisor, and place a copy in a permanent file in his/her office.

If no decision is rendered within ten (10) days of the discussion, or the decision is, unsatisfactory to the Federation, the Federation shall within ten (10) days appeal same to the Board of Education by filing such 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 next regularly scheduled Board meeting.

3. LEVEL THREE – Upon proper application as specified in Level Two, the Board shall allow the employee and/or his/her Federation representative an opportunity to be heard at the meeting for which the grievance is scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing.
4. LEVEL FOUR – If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of the Federation if appealed within fifteen (15) days of the Board's decision. Such appeal shall be made pursuant to the rule of the American Arbitration Association, as of September 1, 1998, with a copy of appeal submitted to the Superintendent.

- G. If a decision by an arbitrator is split, the arbitrator's fees will be split on a percentage basis to be determined by the arbitrator. If the decision by the arbitrator favors one side only, then the arbitrator's fee shall be borne by the party against whom the arbitration decision is made.

ARTICLE XV FEDERATION DUES AND SERVICE FEES CHECK-OFF

- A. Upon filing with the Employer a written authorization form for payroll deductions, signed by the employee, the Employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Federation membership dues or fees representing the proportionate share of collective bargaining costs as determined by the Federation from time to time (herein called service fees), levied in accordance with the Constitution and By-Laws of the Federation, from the pay of such employee who is on current Cheboygan-Otsego-Presque Isle Educational Service District payroll.

- B. Deductions, in accordance with Paragraph A of this Article, from seventeen (17-19) paychecks, shall be in the amount stipulated by the Federation for the term of the Agreement, and shall commence with the first paycheck issued in October of each year. No more than two (2) deductions will be made per month.

The Employer agrees to forward such deductions, along with a list of the employees from whom the deductions have been made, within twenty (20) days following the last deduction of the month to the Treasurer of the Federation.

- C. The Employer shall forward to the Federation a list of all employees within the bargaining unit and their assignments at the commencement of the school year. Any assignments that are still pending shall be forwarded within five (5) business days after they are determined. Further, the Administration shall notify the Federation Treasurer of any employee in the bargaining unit entering or leaving employment.

D. The Federation agrees at least ten (10) days prior to the beginning of each school year to give written notification to the Employer of the amounts to be deducted in that year for Federation dues or service fees as described in (A) under such authorization covering Federation dues. The Federation further agrees to notify the Employer, at additional times as may be necessary, any changes in the Federation dues or collective bargaining costs.

- D. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

ARTICLE XVI FEDERATION SECURITY

The Employer and the Federation, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Federation, accept the following method designated to enable all such members of the bargaining unit to support the efforts of the bargaining agent on their behalf.

- A. Within thirty (30) days after employment, or the execution of the Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Federation and execute an authorization permitting the deduction of Federation dues.
- B. Any member of the bargaining unit who has not joined the Federation and executed an authorization for deduction of Federation dues during such period, or having

joined has not continued to pay Federation dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Federation from time to time. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Federation.

- C. The Board agrees to provide a copy of the Master Agreement to each employee, at Board expense. This shall constitute notification of provision of the above stated requirements.
- D. Failure within the above stated thirty (30) days to deliver authorization for deduction of either new Federation dues or the above described service fee will cause the Employer to automatically deduct the amount from his/her pay. The amount in question will be determined by the Administration, the Federation and the Employee.
- E. In the event of any legal action against the Employer, individual Board member or administrators, brought in Court or an administrative agency because of its compliance with this agreement, the Federation agrees to save the Employer,

individual Board member or administrator harmless, and defend such action, at the Federation expense and through its counsel or mutually agreed counsel.

FEDERATION BUSINESS DAYS

It is agreed by the Board that COP IFT members shall be granted leave time for no more than twelve (12) days total, with individual members using no more than four (4) days each for Federation activities. These days shall not be used for the purpose of supporting strike activities or Federation organizing activities. Any substitute teacher costs incurred by the District will be reimbursed to the District by the COP IFT. It is further agreed by the Board that the COP IFT shall have access to and use the meeting space, equipment and bulletin board space in the work facilities for Federation purposes.

PICKET LINES

Employees shall not be required to cross picket lines in the event of a "job action" in a serviced building. In this event the employee shall work in another location to be determined with administrative approval.

In the event that a school district hires in a new staff and the students start school, Federation members shall service the building as needed.

ARTICLE XVII
COMPENSATION AND REIMBURSEMENT

AUTOMOBILE TRAVEL

Reimbursement will be made on the rate established by IRS with a minimum of \$.25 per mile.

Mileage will be paid from employee's assigned mileage base and back.

SALARY

- A. Each prospective employee's credentials will be reviewed and credit will be given prior to employment. A complete official transcript of course work completed must be on file in each employee's personnel file. Credit may be granted for up to 12 years.
- B. In the 1992-93 school year and beyond, the Ph.D. step is eliminated. All employees hired before July 1, 1992 will be grandfathered for this step which is defined as increased by .039 percent from the corresponding EdS step.
- C. In the 2010-2011 school year and beyond, the BA/BS +20 step is eliminated.
- D. For the 2010-2011 school year the pay increase shall be \$700.00 on each increment on the salary schedule. For the 2011-2012 and the 2012-2013 school years the pay increase shall be \$200.00 on each increment on the salary schedule for each year.
- E. Additional hours used in this salary schedule are semester hours or equivalent. Classes counted for lateral movement will be credited only when earned after the accomplishment of the prior level or when resulting in an earned degree. For example, MA +15 indicates 15 credit hours or equivalent earned after the granting of the MA degree.
- F. Courses leading to the MA +30 level or above, other than those on a University approved degree program, must be in a related field. Professional Development Supervisor or Committee Approval must be obtained at least one (1) week prior to courses beginning and preferable prior to enrollment per professional development procedures (Article XI). Failure to meet this stipulation constitutes denial.
- G. Any new teaching classifications that would require a change in the salary schedule must be negotiated by the IFT Negotiations Committee prior to the hiring of such personnel.
- H. Employees using the extended leaves of absence option of this contract will have pay step increases calculated in the same manner as shared-time users. (Article XVIII, Job Sharing, E2)

- I. The Board does not provide fringe benefits (Health, Dental, Vision and Life) as they did in the 1992 through 1995 contract.
- J. Schedule B:

Work contracted beyond the individual's regular contract shall be paid at the employee's daily rate. If in place, the following positions will be paid on this basis:

<u>Position</u>	<u>Allocated Days</u>
Lead Teacher as Bargained	As Determined
Professional Development Committee	As Determined
Technology Committee	As Determined
Mentor	As Determined
Other Projects as Bargained	As Determined

PAYROLL DEDUCTION

Changes in authorized deductions for credit union, annuities, etc. shall only be made in September, January, and June or in the first month of employment. TSA adjustments can only be made in compliance with IRS rules.

ARTICLE XVIII
MISCELLANEOUS

COMMUNICATIONS COMMITTEE

A communications committee shall be set up to discuss mutual concerns of Administration and Federation. This committee shall consist of Superintendent and designee and the President and Vice President of the Federation Local and will meet as needed. The committee may include others as deemed appropriate and mutually agreed upon. The functions of the communications committee will be to:

- A. Discuss mutual concerns
- B. Submit suggestions for improved efficiency, effectiveness and good personnel relationships
- C. Discuss other items mutually agreed upon as pertinent to this committee

Confidentiality will be maintained beyond the communications committee meetings to foster open discussions. The intent of the formation of this committee is not to affect grievance process, which is stated in Article XIV.

JOB SHARING

Intent: The purpose of job sharing is to accommodate employees on payroll, not to increase employee head count.

- A. Job sharing is defined as at least one full time job being shared by two or more bargaining unit members. The person initiating the job share positions must have been an employee for at least one (1) year and hold tenure.
- B. Job sharing is voluntary and requires the consent of the employees the employer and the Federation. The employer will determine the suitability of employees for job sharing, i.e. compatibility.
- C. Candidates for job sharing assignments must meet the qualifications required for the position.
- D. Compensation and benefits for the employees shall be prorated in accordance with the percentage of the work performed by each job-sharing member. Disability coverage will be available to employees working 50% or more of a 183 day contract.
- E. Employees who job share will receive prorated seniority and prorated salary credit and shall share fringe benefits not to exceed the cost of one benefit package.
 - 1. The seniority listing shall be revised and the initial date of hire will be retained. A credit system will add to the existing seniority system with one year's service equaling one year's credit. This shall be prorated at the rate of 1/183 for each day contracted.
 - 2. Credit (as explained in E1) for pay step increases must be accumulated in full year units by January 1 to be eligible for movement for that contract year. January 1 changes shall be effective for the balance of that year. Salary computation shall change only on January 1 or beginning of the school year and shall be in full year credits only.
- F. The responsibilities of a job sharing assignment shall be divided and allocated according to a plan designed and agreed upon by the job sharers and their supervisor. This will be reviewed by the superintendent (or his/her designee) and the Federation. These responsibilities shall include, but are not limited to, staff meetings, IEP's, and substitute coverage.
- G. Job sharing shall be regarded as a permanent position, similar to any other full or part-time position. Job sharing terminates when one of the employees voluntarily resigns from his/her part of the position. Job sharing positions will normally be made at the beginning of the school year.

It will be recognized by the parties that if one of the job sharers terminates employment or becomes incapacitated or otherwise unavailable, the employer must be free to:

First – Offer to increase the work week of the remaining job sharer.

Second – To recall a laid-off employee who is fully qualified to fulfill the job responsibilities.

Third – To cover the assignment with a substitute, accept a transfer to the assignment, or hire from the street.

Fourth – If all the above fail, the position would revert back to a full time assignment for the balance of the school year.

- H. The employer shall retain the option to terminate job sharing arrangements, which are not work satisfactorily, after the employer attempts to resolve the problems through review, monitoring, and evaluation. The same process will be utilized as with other staff who are exhibiting problems in their work roles.
- I. When a job sharing assignment is terminated at the initiation of the employer:
 - 1. The higher seniority employee shall be entitled to hold the position and the other employee/s shall be entitled to exercise bumping rights.
 - 2. If disciplinary action or long-term suspension is exercised by the employer against any employee in the job sharing situation, the employer must exercise the options as outlined in (G) above before terminating the job sharing assignment.

EARLY RETIREMENT INCENTIVE

- A. Employees with 25-29 years of retirement system credited employment, ten of which are with COP ESD, are eligible for an early retirement incentive. To draw this incentive, the employee must retire and draw a pension from the pension system.
 - 1. If the employee has 25, 26 or 27 years of employment, the Educational Service District will pay him/her the cash equivalent (before taxes) of buying three years of generic retirement credit.
 - 2. If the employee has 28 years of employment, the Educational Service District will pay him/her the cash equivalent (before taxes) of buying two years of generic retirement credit.
 - 3. If the employee has 29 years of employment, the Educational Service District will pay him/her the cash equivalent (before taxes) of buying one year of generic retirement credit.
 - 4. Employees with more or fewer years of work experience than listed will not qualify for this incentive.
 - 5. Payments for this incentive will be paid yearly out of the monies saved on the cost of his/her replacement, but shall be paid in full within a four-year period. If an employee is not replaced, the cost of this incentive will be spread evenly over four years.

6. In order to be eligible for this incentive, an employee must be actively employed and receiving a paycheck from COP ESD. Persons on disability directly related to the job or workers' compensation shall retain eligibility. Employees working less than full time shall have this benefit pro-rated.
7. Schedule B earnings during an employee's last three years with COP ESD shall be deducted from this incentive.

TECHNOLOGY

- A. The Board and Staff recognize the importance of technology and its impact on the ability of, and the way in which the ESD and staff perform the necessary assigned duties and tasks. Further, it is the intent of the Board and Federation to move as quickly as possible to a work environment that is technologically advanced, efficient and up to date. As such it is imperative that all professional staff become proficient in the use of the technology available to them in the performance of their respective responsibilities. This includes use of COP ESD e-mail, voicemail, on-line calendar, website and other technology pertinent to a professional staff member's position (examples: on-line IEP, medicaid billing).
- B. The Technology Committee shall consist of an administrative facilitator or designee and three (3) staff members chosen by the Federation. Staff persons selected by the Federation to serve on the Technology Committee shall be compensated on an hourly per-diem basis for the duties performed.
- C. This committee shall meet as needed. Either the professional staff or the administrative staff representatives may schedule these meetings.

NON-DISCRIMINATION

It is further agreed that there shall be no discrimination, by either the District or the Federation, against any employee or group of employees because of race, color, creed, sex, religion, national origin, ancestry, height, weight, marital status, or disability and within the framework of the Federal law regarding age discrimination.

The District and Federation recognize the requirement for affirmative action in employing of the handicapped under the Rehabilitation Act of 1973.

HOLD HARMLESS CLAUSE

If any provisions of this Agreement or any application of the Agreement to an employee or groups of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall be continued in full force and effect.

SUBSTITUTE TEACHERS

When a teacher is absent, the following methods shall be used to cover the classroom:

- A. Obtain a certified substitute teacher.
- B. A certified administrator will cover.
- C. If an employee is asked to cover another class, they shall be compensated an additional amount equivalent to what Cheboygan-Otsego-Presque Isle Educational Service District pays substitute teachers. Employees will not be asked to cover additional classrooms if this would cause their assignment to exceed appropriate State regulations.

CONFLICT OF INTEREST

A. It is recognized that district employees may engage in professional activities outside the normal working hours of the district. To avoid the appearance of a conflict of interest in these activities, the following procedures shall be followed:

1. Private clients shall not be seen for services during the normal school day.
2. Private clients shall not be solicited by an employee from his/her district case load.
3. Clients from an employee's current caseload may be seen privately when referred by local school or outside agency personnel.
4. Services offered in the private practice shall be in addition to those offered by the district and not supplant district services.

B. It is recognized that district employees may publish professional materials either in journals or privately. Materials published independently shall follow the guidelines below:

1. Materials, which identify the district in any way, shall be reviewed with the Superintendent or designee for appropriate reference/credit.
2. Materials produced privately by an employee shall remain the property of the employee. If district facilities/equipment and/or data were used, the materials will be the property of both the employee and the school district. A joint agreement as to the ownership of materials may be agreed to between the administration and the employee if the conditions of ownership of this paragraph are not clearly defined.

ARTICLE XIX
OPENING CONTRACT

This contract may be opened only by mutual agreement between the Federation and the Board.

ARTICLE XX
ENTIRE AGREEMENT

This agreement constitutes the sole and entire existing Agreement between the parties, oral or written. This agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the District and the Federation. The Waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

All articles of this Master Contract agreement have been agreed to and ratified by the President of the COP Federation of Teachers and the President of the Cheboygan-Otsego-Presque Isle Board of Education, and is binding upon the Federation and the Board of Education when signed by their representative. This Agreement to take effect on July 1, 2010 and is effective through June 30, 2013. The Agreement shall continue in effect until written notice of termination is given.

DATED _____

Mary Vratana, Superintendent
Cheboygan-Otsego-Presque Isle
Educational Service District

Samuel Cornelius, President
COP Federation of Teachers
Local 4317