

MASTER CONTRACT

2018-2021
PROFESSIONAL STAFF

CHEBOYGAN-OTSEGO-PRESQUE ISLE
EDUCATIONAL SERVICE DISTRICT

AND

CHEBOYGAN-OTSEGO-PRESQUE ISLE
INDEPENDENT FEDERATION OF TEACHERS

AFT-MI, AFT, AFL-CIO
LOCAL NO 04317

FINAL

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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 INDEPENDENT
FEDERATION OF TEACHERS, AFT-MI, AFT, AFL-CIO LOCAL NO 04317

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 Independent Federation of Teachers, AFT-MI, AFT, AFL-CIO Local No 04317 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 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 parties have a statutory obligation, pursuant to the Public Employment Relations Act, to bargain over wages, hours and terms and conditions of employment, and

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, licensed or approved professional personnel, hereinafter known as "Employee" who require such certification, licensing or approval. Employees whose duties are directly associated with the delivery of direct classroom or ancillary support services to schools in the District and who is not expressly excluded from this Agreement because of his/her administrative responsibilities shall be considered a member of the Federation. Part-time personnel shall be eligible for bargaining unit 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 (defined as less than 90 days) or Part-Time Employees not included in A above, Substitutes 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 this Agreement shall refer to all employees represented by the bargaining unit as above defined, and reference to male or female employees shall include the other sex.

The term "Classroom Teacher" when used hereinafter in this Agreement shall refer to all members of this bargaining unit covered by the provisions of the Teachers' Tenure Act. The term "Ancillary" when used hereinafter in the agreement shall refer to all members of this bargaining unit that are non-teaching professional staff members.

- D. The Board agrees not to negotiate with any employees' organization representing the above named employees other than the Federation.

EMPLOYEE RIGHTS

Employees covered under this contract shall be accorded rights as defined by the Michigan Revised School Code. 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. The employee shall not remove or add documents to the personnel file during the review. The employee has a right to have a copy of information in his/her file. Copies will be made by the Human Resources person or an administrator.

BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days in order to meet state requirements.
 3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, 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 thereof, or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees, including physical conditions as provided by law.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 11. Determine the policy affecting the selection, testing or training of employees.
 12. To hire all employees, to determine their qualifications and conditions for their continued employment.
 13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.

14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
 15. To determine and re-determine job content.
- C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.
- D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

EMERGENCY MANAGER ACT

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

ARTICLE II WORKING CONDITIONS

DAILY WORK SCHEDULE

- A. Ancillary 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 Ancillary employee's alternative calendar will be determined in conjunction with the appropriate supervisory personnel.
- C. When working in the Educational Service District (ESD) Office, Ancillary employees will work a seven (7) hour day during office hours.
- D. When working in the schools, Ancillary employees will be governed by the workday in effect in that school.
- E. Ancillary 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) Ancillary employees working in 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. Time for lunch is included as part of the work day and is not duty-free. Two (2) on-site fifteen (15) minute breaks are included in the work day.
- 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 in consultation with their immediate supervisor.
- 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 COP ESD 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 bargaining unit Federation, Administration, and the individual involved prior to the work commencing. (example: Homebound Teacher, Lead Teacher, etc.)

INCLEMENT WEATHER

- A. Employees, when legally required, shall make up days/hours lost due to inclement weather. State granted "grace time" shall be applied toward this obligation.
- B. Ancillary 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. Ancillary 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. Employees of the Cheboygan-Otsego-Presque Isle Educational Service District will be expected to work 183 (7 hour) days within the fiscal year (July 1 – June 30). Classroom teachers will work an alternate schedule, if needed, that would follow the local district

schedule/calendar of the district where the classroom is located that is equivalent to 1281 hours.

Classroom teachers who take the option of summer employment will work the determined hours needed to meet the State requirements for classroom services or home services as needed. Employees will be given a separate summer service contract for work beyond the regular 183 day contract.

Employees signing contracts for other than 183 days shall be compensated at the same daily rate, based on the negotiated employee's salary schedule.

Extra days worked, with Administrative approval, shall be reimbursed at the employee daily rate.

ARTICLE III POSTING OF OPENINGS OR NEW POSITIONS FOR ANCILLARY EMPLOYEES

- A. Whenever a vacancy arises or is anticipated, including Supervisory positions, the Superintendent shall promptly email notice of the posting to all employees, at least fourteen (14) calendar days before posting position externally, except for openings occurring because of previous layoff or authorized leave. The bargaining unit may approve administration's request to simultaneously post the vacant position. Such notice shall be emailed to staff and posted on the COP ESD website.

Interested Ancillary employees shall have this time to make written application, including qualifications, for said opening or position.

Whenever meeting posted qualifications, C.O.P. Ancillary employees shall have preference; however, the Board shall be the final authority.

If an Ancillary employee 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 Ancillary employee under the basic (183 day) contract may be necessary. This additional work may include:
 - temporary overloads of evaluators
 - the need for IEP recommended direct services
 - mentoring positions
 - Other work as needed

2. Should additional work be necessary, the Ancillary employees covered by this contract will have the opportunity to apply before the board contracts with individuals not covered by this Agreement. Ancillary employees not covered by this agreement shall have no Rights under this Agreement.
3. When additional work beyond the basic contract is necessary, Ancillary employees covered under this contract shall have first rights via the following priorities: The Ancillary employee last employed in that position and others qualified and covered by this agreement in order of seniority will be considered when applicable.
4. Any additional work designed as direct services, 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. Mandated summer positions will be posted within the ESD no later than May 1st of each year. Qualified Ancillary employees in filling a summer position must notify administration within 15 calendar days of that posting. Any position not filled by that date will be posted externally.
6. Qualified Ancillary employees may share mandated summer positions with prior administrative approval. Plans for sharing a position must be submitted within 15 calendar days of that posting. The proposals will be considered on the basis of being educationally sound and that they assure quality programming.
7. If there are an insufficient number of voluntary applicants (who are certified and qualified) from within the bargaining unit for summer work, the ESD will either fill the work through an external source, or assign in the order of the least senior certified and qualified Ancillary employee on a rotating basis.
8. Additional work that occurs beyond the 7-hour workday will be posted within the ESD as it becomes necessary. To be considered for additional work, interested Ancillary employees 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 OF ANCILLARY EMPLOYEES

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 Ancillary employees.

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. Voluntary Transfers/Involuntary Transfers

1. A voluntary transfer/change in work location [or assignment] may be requested by an Ancillary employee and will be considered by administration. Requests for transfer to a different class or position shall be made in writing.
2. Involuntary transfers to a different geographic location may be implemented due to personnel shortages because of an inability to hire qualified Ancillary employees.

D. Change in Assignment

Changes in assignments may be made by administration to address programming needs, changes in student population, qualifications of Ancillary employees or on the basis of unsatisfactory performance in that assignment, or at the Ancillary employee's request.

ARTICLE V SICK LEAVE/GROUP LONG TERM DISABILITY

- A. All employees 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 employees, working at least a twenty (20) hour work week, will be eligible for the Sick Leave/Long Term Disability program. For eligible employees the Board shall pay the premium for the Sick Leave/Long Term Disability program (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.

Document is available on the COP ESD website under Transparency button, Section 3, Long Term Disability.

C. Sick Leave:

1. SICK TIME – Each full-time professional staff member will be credited with 10 days of sick leave time to be given at the beginning of each academic year. Part time employees will receive a pro-rated share of sick leave (50% of full time equals 50% of full time sick leave)

2. PERSONAL SICK BANK (formerly called "Personal Pools") – At the end of each school year, unused sick time hours (from 1. above) will roll into the employee's Personal Sick Bank. These hours shall accumulate to not more than 35 days and will have no cash or retirement value. Personal Sick Bank hours shall cover illness after Sick Time (1.) has been exhausted throughout the remainder of a long term disability elimination period. If the employee does not have enough hours accumulated in the Personal Sick Bank to cover the entire LTD elimination period, then the elimination period (or portions thereof) shall be unpaid.

3. FAMILY SICK LEAVE – Each academic year, up to 3 days of Sick time (1) and up to 3 days of Personal Sick Bank (2) can be utilized for the illness of an immediate family member, in that order, if hours are available. Immediate family member is defined as: spouse, children, parents and spouse's parents. Additional flexibility for this section may be approved by the Superintendent on an individual case by case basis.

D. Family Illness Pool

Family illness pool days are available if individuals have exhausted their personal days and personal pool family sick days 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 (7) days per year per employee.

At the beginning of each school year the Family Illness Pool shall have a minimum of days equal to the number of employees. If the balance is below the minimum number, each employee 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 employees covered under this contract. 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, equivalent to the length of the employees work day, will be granted to employees working 183 days (1281 hours) per year. For those classroom teachers working an alternate schedule of less days, the personal leave day will be equivalent to the length of the work day. 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, (defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action), 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. Employee must contact the superintendent or, if he/she is not available, their immediate supervisor for approval as soon as possible.

FUNERAL LEAVE DAYS

- A. Employees must have prior approval.
- B. 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, 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. (Revised School Code Section 1235)
 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 will be reviewed by a committee, composed of one (1) Board member, two (2) employees selected by the Federation, and two (2) administrators. This committee will recommend to the Board an applicant whose proposed course of study, in their opinion, would best serve the district. The Board has the final determination.
- 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, for educational purposes, in one semester increments, of not more than three (3) consecutive semesters shall be granted upon written thirty (30) days notice by a non-probationary employee. Upon the receipt of said notice by the Board, the employee shall be offered 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 due to the birth or adoption of a child or in one-semester increments (not to exceed two).
- 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. Posting shall be made among current employees at this time.
- D. An employee 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. For Ancillary employees seniority and certification shall be the determining factors considered for placement.
 - 2. Ancillary Employees on voluntary leave wishing to return shall only have rights to a position if all qualified employees for that position have returned from a leave of absence and all qualified employees for that position have been returned from lay-off status.

3. Whenever feasible, an Ancillary 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.

FAMILY AND MEDICAL LEAVE ACT

The National Defense Act for FY 2008 (NDAA), P.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 Classroom teachers in SCI, MoCI, 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 Ancillary employees to maximize the time available to carry out record keeping requirements while keeping in mind the importance of student contact time.
- B. Classroom teachers will have one (1) preparation day at the beginning of each school year.

ARTICLE X EVALUATION OF ANCILLARY EMPLOYEES

The COP ESD Board of Education and the COP ESD Federation of Teachers recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced Ancillary employees. Therefore, the following procedure has been agreed to in an effort to accomplish these goals.

- A. The evaluation of the work of all Ancillary employees is the responsibility of the COP ESD administration.

- B. Work performance of all Ancillary [note: defined elsewhere in this Agreement] employees may be evaluated in writing at least once a year, and no later than May 1 of each year.

Failure to file a written evaluation by June 30 shall be evidence of effective job performance.

Probationary Ancillary employees shall be evaluated at least once a year for the first two years of employment; the probationary period may be extended until the employee receives a ranking of 'effective' on two consecutive evaluations.

New Ancillary employees shall be considered as probationary employees for a period of two (2) years. Each employee shall be considered probationary until given a continuing contract by the Board. Probationary employees may be terminated at the will of the Board.

- C. All work performance observations of the Ancillary employees, when applicable, shall be conducted openly and with full knowledge of the employee.
- Evaluations shall be conducted by an administrator(s) familiar with the employee's role.
 - Second or supporting observations 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.
- D. Evaluations of Ancillary employees will be based on supportable, identified criteria which pertain to job performance.

A copy of the written evaluation shall be submitted to the Ancillary employee at the time of the evaluation or within ten days thereafter, and the employee shall have the opportunity to review the evaluation report and to add a statement of disagreement if such disagreement exists.

- E. A process for the evaluation of Ancillary employees shall be developed cooperatively between the COP ESD administration and representative(s) of the bargaining unit.

A tool for the evaluation of Ancillary employees of the various disciplines shall be developed cooperatively between the COP ESD administration and representative(s) of the discipline being evaluated.

- F. Each evaluation of an Ancillary employee shall be followed by a personal conference between the employee and his/her evaluator for the purposes of clarifying the written evaluation report.
- G. If an evaluator finds an Ancillary employee's performance lacking, the reasons shall be set forth in writing.

The Ancillary employee shall be offered positive and constructive assistance via an Individual Development Plan (IDP) in an effort to resolve the problem or deficiency.

- H. Each Ancillary employee upon his/her employment shall receive a copy of his/her job description and the evaluation form, which shall be discussed with him/her.
- I. Information from the evaluation will be used, as appropriate, in developing the Ancillary employee's annual PD goals.
- J. No material of an evaluative nature will be placed in the Ancillary employee's file without full knowledge of that employee.

ARTICLE XI
PROFESSIONAL DEVELOPMENT

PROFESSIONAL GROWTH

- A. The Board and employees 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 a minimum of two (2) no more than three (3) professional employees chosen by the Federation and one (1) no more than two (2) administrators.
 - 2. The employees 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 employees or administrator representatives may schedule these meetings.
- B. The duties and functions of the Professional Development Committee include the following:
 - 1. Assist employees in developing viable growth activities
 - 2. Set policies that shape and determine activities of employee 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 employee professional development system established in this contract.
 - 6. Review plans and assist in development when requested by employee.
 - 7. Assist in developing, updating, and maintaining the Professional Development Handbook.
 - 8. Review and consider requests for approval of growth incentives by qualified professional employees
 - 9. Other duties and responsibilities as agreed to by the Federation and the Superintendent.

GROWTH INCENTIVES

- A. Beginning with the 2016-2017 school year, 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 two (2) semester hours of credit or fifty (50) hours of instruction or 5.0 Continuing Education Units.

(Continuing Education Units or credits are used in continuing education programs in order to maintain a professional license or certification. Herein referred to as CEUs.)

An equivalent Semester Credit Hour is defined as twenty-five (25) hours of instruction or 2.5 CEUs. **CEU equivalency does NOT apply toward the MA+45 Lane.**
5. All credits/CEUs taken for this purpose shall be approved by the supervisor using criteria established by the PD Committee and deemed relevant to the individual professional responsibilities.
- B. Earned growth incentives will be \$2500.00 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. Submit intent to apply by April 1 to the Superintendent. 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.

PROFESSIONAL LEARNING FUNDS:

For each employee with 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.

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 employee's approved professional development plan. Only with an approved PD plan, may an individual carry over from the current year surplus to the following year plan, an amount needed to support the subsequent year plan.

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.

LATERAL MOVES:

Beginning with the 2016-2017 school year, all college course credits and 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. An equivalent Semester Credit Hour is defined as twenty-five (25) hours of instruction or 2.5 CEUs. ***The CEU equivalency does NOT apply toward the MA+45 Lane schedule. Transcripts of completed/applicable Graduate Credit hours obtained from a recognized and accredited Higher Ed Institution, at or above the MA level, will be used as the eligibility criteria for any placement or lateral move requests pertaining to the MA+45 lane.***

Hours accumulated from workshops and conferences without the CEU documentation or college course credit can only be used for the Growth Incentive movement. All employees wishing to make lateral moves on the salary schedule must notify the Superintendent by April 1st of their intent to apply, in writing, and submit requests and documentation which includes original transcripts to the Superintendent on or before August 1st each year for the upcoming school year.

PROFESSIONAL DUES

For the duration of this contract, the Board agrees to pay three hundred dollars (\$300) toward the professional dues or subscription to professional publications 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. The Board agrees to update and publish a seniority list, showing the date of employment, by the first pay period of October each year.
- B. Employees will have ten (10) working days, starting with the date printed on the first paycheck issued in October 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.
- D. 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 agreed that in no case will probationary employees have seniority rights over those with continuing contracts. Upon the granting a continuing contract, the employee will be credited with years of service within the district.
- E. 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.

- F. 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.
- G. Seniority will accumulate for the duration of any approved leave of absence, but only to the extent of the approved leave.
- H. Seniority shall be lost for all purposes where:
 1. An employee terminates employment.
 2. An Ancillary employee with a continuing contract is discharged with just cause. Seniority will accrue during the dismissal period, if dismissal should be found unjustifiable.
 3. A classroom Teacher is discharged
 4. An employee does not return to employment after an approved leave of absence.
 5. An employee on voluntary leave will accrue seniority for the time period of the voluntary leave but not for the duration of any approved leave of absence, but only to the extent of the approved leave.

ARTICLE XIII
PROCEDURE FOR REDUCTION OF ANCILLARY EMPLOYEES

The Board acknowledges that quality education depends to a great degree upon employing well-trained certified/licensed employees. The quantity of employees is based upon the need for services and the availability of funding to maintain and/or improve quality of service through the hiring of employees. The Board shall endeavor to provide quality service within their right of managerial responsibility and in all case of employee reduction, the Board shall maintain final authority.

Whenever it becomes necessary in the judgment of the Board to reduce the number of Ancillary employees on the staff 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:

ANCILLARY EMPLOYEE REDUCTION OPTION

- A. Decentralization of Ancillary employees 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.

- B. Reduction of Ancillary employees by the Elimination of Entire or Partial Departments of Service

The number of Ancillary employees 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. 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 Ancillary employees Within Each Department

One or more employees 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, to meet the minimum programming necessary.

D. Reduction of Ancillary employees Work Hours within Each Department

An Ancillary employees 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.

REDUCTION PROCESS

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

- A. Those positions to be maintained shall first be determined by the Board, and then shall be listed by department together with the certification and/or approval required
- B. Ancillary positions on the 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 qualified senior employees shall be assigned to each such position. Qualified shall include positive evaluation, discipline history and attendance.
- C. If there are no properly certified and/or continuing contracted employees from any seniority list to fill all the vacancies in a department, then probationary employees may be appointed by the Superintendent to fill each listed vacancy.
- D. Ancillary employees who are not appointed to any listed vacancy shall be placed on layoff.
- E. Ancillary employees on layoff 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 Ancillary 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 defined in B above) as herein set forth to perform the position to which he/she is being assigned.

- F. It shall be the responsibility of Ancillary employees on layoff to keep the District fully informed of a change in certification, address and telephone number at which they may be reached should contact be necessary.
- G. Ancillary employees 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.
- H. 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: If the employee drew UI benefits over the summer and is recalled to work at the beginning of the next school year, then his/her salary for that school year is adjusted by subtracting the amount of UI benefits received. The employee receives the full salary, with adjustment for the receipt of the UI benefits in the preceding summer.

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 this Agreement.
- B. The termination of services, or failure to re-employ any employee shall not be the basis of any grievance filed under the procedure outlined in the Article. No grievance may be filed on evaluation, layoff/recall, discipline, discharge, assignment/placement, merit pay or prohibited subject of bargaining. 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.
- 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. Signature of grievant(s)
 - 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
- E. 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. 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 through filing with the Board a demand for arbitration.

In that event, representatives of the Board and the Federation shall attempt to select a mutually acceptable arbitrator. If no mutually acceptable arbitrator can be identified, the Federation will file a Petition for Grievance Arbitration with the Michigan Employment Relations Commission to secure a panel of arbitrators. Arbitrator selection shall be conducted in accordance with MERC policies.

All arbitration proceedings shall be subject to and conducted in accordance with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in rendering the award.

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to issue a binding opinion and award in cases of alleged violation of the specific Articles and Sections of this Agreement.

5. The Arbitrator's authority shall be limited to the deciding whether a specific Article, Section or subsection of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan Revised School code or any other state or federal laws.
6. The Arbitrator shall have no power to render an opinion and award upon the termination of service or failure to re-employ any probationary bargaining unit member.
7. The Arbitrator shall have no power to issue an opinion and award which has the effect of changing any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board, provided that the same is not in conflict with the express provisions of this Agreement.
8. The Arbitrator shall have no power to issue an opinion and award pertaining to claims for which there is another remedial procedure or forum established by law or by regulation having the force of the law.
9. The Arbitrator shall have no authority to issue opinion and award pertaining to the content of an employee evaluation.
10. In rendering a binding opinion and award, the Arbitrator shall give due regard to the responsibility of management and shall so construe this Agreement so that there will be no interference with such responsibilities except as they may be specifically limited or conditioned by this Agreement.
11. No more than one grievance may be considered by the Arbitrator at the same time, except upon the express written mutual consent of the Board and the Federation.
12. The cost of the arbitration shall be borne by the party against whom the arbitration decision is made. In the event of the decision is split, the Arbitrator's fees will be split on a percentage basis to be determined by the Arbitrator. Each party shall assume its own costs for representation, including any expense of witnesses.

ARTICLE XV FEDERATION

- A. 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.
- B. The Board agrees to provide a copy of the Master Agreement to each employee at the time of employment, at the ratification of a new agreement, and have available on the district website. This shall constitute notification of provision of the above stated requirements.

- C. 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.

ARTICLE XVI 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. Since the pay scale starts with 0 that means the first year would be step 11.
- B. 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.
- C. Courses leading to a lateral move on the pay other than those on a University approved degree program, must be in a related field. Prior approval from the employee's Supervisor must be obtained at least one (1) week prior to courses beginning and preferably prior to enrollment per professional development procedures. Failure to meet this stipulation constitutes denial.
- D. 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.
- E. Schedule B: Work contracted beyond the individual's regular contract shall be paid at the employee's daily rate.
- F. Salary Schedule at the end of this contract.
- G. Step increases on the salary schedule are awarded provided the employee has received an effective or highly effective annual evaluation.

PAYROLL DEDUCTION

Changes in authorized deductions (after tax premiums, etc.) for direct deposit into a credit union or bank shall only be made with written authorization by the employee. Section 125 and 403b adjustments can only be made in compliance with Internal Revenue Service rules.

INSURANCE

Pursuant to the authority as set forth in the Michigan Revised School Code, the Board agrees to make contributions to Health, Dental, Vision insurance plans as designated below. It is specifically understood that the Board shall name the insurance carrier and all provisions of this article are subject to the provision of that carrier. Any changes of carrier will be made with prior knowledge of and communication with employees. A Health Care Committee (HCC) will be established each year with employees from each of the bargaining units and the administration as members of this HCC.

HEALTH

The Board shall pay no more than the Single Subscriber PA 152 hard cap rate toward the Single Subscriber medical benefit plan cost, Single Subscriber hard cap plus \$1000 toward the 2-Person medical benefit plan cost or Single Subscriber hard cap plus \$2000 toward the Full Family-medical benefit plan cost, not to exceed the State mandated hard caps under PA 152 determined each year.

Any medical benefit plan cost in excess of the District's contribution will be payroll deducted from the wages of the enrolled employee.

Health insurance coverage election may only be made during an open enrollment period or in the event of a change in the availability of alternative health insurance coverage (i.e. e. marital status change, death, spouse lay-off, etc). The employee must enroll within thirty (30) days of status change to assure continuous health insurance coverage.

HEALTH INSURANCE ALTERNATIVE

Full-time, defined as 30 hours/week, employees who have verified group health coverage through a spouse or another employer and not wanting to participate in the health insurance plan shall have the opportunity to receive an approved deferred income plan or cash option annually in the amount of \$4000.

DENTAL/VISION

For employees, working the equivalent of 17.5 hours or more per week, they will have the option of purchasing dental and/or vision plans at 100% employee expense.

ARTICLE XVII
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. **Job sharing applies to Ancillary staff positions only.**

- 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.
- 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 (i.e. leave time, professional learning funds, and professional dues) for the employees shall be prorated in accordance with the percentage of the work performed by each job-sharing employee. Health insurance coverage will be available to employees working the equivalent of 30 hours per week or more of a 183 day contract. Disability coverage will be available to employees working the equivalent of 20 hours per week or more of a 183 day contract.
- E. Employees who job share will receive prorated seniority and prorated salary credit.
 - 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 working satisfactorily, after the employer attempts to resolve the problems through review, monitoring, and evaluation. The same process will be utilized as with other employees 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 Ancillary 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 MPSERS. In order to remain eligible, any employee planning to receive this incentive must notify the Superintendent in writing of their intent to retire by April 1st.

1. If the employee has 25, 26 or 27 years of retirement system credited employment, the Educational Service District will pay him/her \$5000 per year (before taxes) for three years, totaling \$15,000.
2. If the employee has 28 years of retirement system credited employment, the Educational Service District will pay him/her \$5000 per year (before taxes) for two years, totaling \$10,000.
3. If the employee has 29 years of retirement system credited employment, the Educational Service District will pay him/her (before taxes) \$5000.
4. 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.

TECHNOLOGY

- A. The Board and Employees recognize the importance of technology and its impact on the ability of, and the way in which the ESD and employees 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 employees 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 member's position (examples: on-line IEP, Medicaid billing).
- B. The Technology Committee shall consist of an administrative facilitator or designee and three (3) bargaining unit members chosen by the Federation. Bargaining unit members 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 Administration or Federation 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 individuals with disabilities under the Rehabilitation Act of 1973.

SEVERABILITY

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 XVIII
OPENING CONTRACT

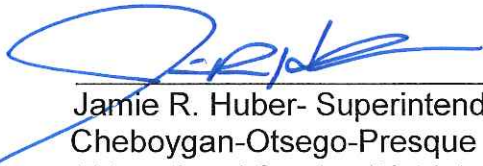
This contract may be opened only by mutual agreement between the Federation and the Board.

ARTICLE XIX
ENTIRE AGREEMENT

This agreement constitutes the sole and entire existing agreement between the parties, oral or written. This agreement is subject to amendment, alterations or additions, only by a subsequent written agreement between, and executed by the District and 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 COP Federation of Teachers and 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, 2018 and is effective through June 30, 2021.

DATED- June 26, 2018



Jamie R. Huber- Superintendent
Cheboygan-Otsego-Presque Isle
Educational Service District



Julie Haase- President
COP Independent
Federation of Teachers Local 04317

**Cheboygan-Otsego-Presque Isle Educational Service District
Teacher Salary Schedule
2018-2021**

Scale 2: Employees Hired After June 30, 2010

<u>STEP</u>	<u>BA/BS</u>	<u>BA/BS+30</u>	<u>MA/BA+45</u>	<u>MA+15</u>	<u>MA+30</u>	<u>EDS/MA+45</u>
0	45,895.02	48,560.20	49,975.21	51,447.76	52,980.92	54,577.84
1	47,201.19	49,975.21	51,447.76	52,980.92	54,577.84	56,240.11
2	48,560.20	51,447.76	52,980.92	54,577.84	56,240.11	57,969.20
3	49,975.21	52,980.92	54,577.84	56,240.11	57,969.20	59,769.87
4	51,447.76	54,577.84	56,240.11	57,969.20	59,769.87	61,645.10
5	52,980.92	56,240.11	57,969.20	59,769.87	61,645.10	63,596.58
6	54,577.84	57,969.20	59,769.87	61,645.10	63,596.58	65,628.90
7	56,240.11	59,769.87	61,645.10	63,596.58	65,628.90	67,743.64
8	57,969.20	61,645.10	63,596.58	65,628.90	67,743.64	69,943.88
9	59,769.87	63,596.58	65,628.90	67,743.64	69,943.88	72,235.89
10	61,645.10	65,628.90	67,743.64	69,943.88	72,235.89	74,622.72
11		67,743.64	69,943.88	72,235.89	74,622.72	77,105.99
12		69,943.88	72,235.89	74,622.72	77,105.99	79,691.89
13			72,235.89	74,622.72	77,105.99	79,691.89
14			72,235.89	74,622.72	77,105.99	79,691.89
15			74,735.89	77,122.72	79,605.99	82,191.89
16			74,735.89	77,122.72	79,605.99	82,191.89
17			74,735.89	77,122.72	79,605.99	82,191.89
18			77,235.89	79,622.72	82,105.99	84,691.89
19			77,235.89	79,622.72	82,105.99	84,691.89
20			77,235.89	79,622.72	82,105.99	84,691.89
21			79,735.89	82,122.72	84,605.99	87,191.89
22			79,735.89	82,122.72	84,605.99	87,191.89
23			79,735.89	82,122.72	84,605.99	87,191.89
24			82,235.89	84,622.72	87,105.99	89,691.89
25			82,235.89	84,622.72	87,105.99	89,691.89
26			82,235.89	84,622.72	87,105.99	89,691.89
27			84,735.89	87,122.72	89,605.99	92,191.89

*To move beyond Step 12, must meet criteria for a growth incentive and be approved by the professional development committee on or before August 1st each year.

*MSW recognized at EDS level for applicable Staff hired before June 30, 2018

**Cheboygan-Otsego-Presque Isle Educational Service District
Teacher Salary Schedule
2018-2021**

Scale 1: Employees Hired Prior to July 1, 2010

<u>STEP</u>	<u>BA/BS</u>	<u>BA/BS+20</u>	<u>BA/BS+30</u>	<u>MA/BA+45</u>	<u>MA+15</u>	<u>MA+30</u>	<u>EDS/MA+45</u>
0	45895.02	47201.19	48560.2	49975.21	51447.76	52980.92	54577.84
1	47,201.19	48,560.20	49,975.21	51,447.76	52,980.92	54,577.84	56,240.11
2	48,560.20	49,975.21	51,447.76	52,980.92	54,577.84	56,240.11	57,969.20
3	49,975.21	51,447.76	52,980.92	54,577.84	56,240.11	57,969.20	59,769.87
4	51,447.76	52,980.92	54,577.84	56,240.11	57,969.20	59,769.87	61,645.10
5	52,980.92	54,577.84	56,240.11	57,969.20	59,769.87	61,645.10	63,596.58
6	54,577.84	56,240.11	57,969.20	59,769.87	61,645.10	63,596.58	65,628.90
7	56,240.11	57,969.20	59,769.87	61,645.10	63,596.58	65,628.90	67,743.64
8	57,969.20	59,769.87	61,645.10	63,596.58	65,628.90	67,743.64	69,943.88
9	59,769.87	61,645.10	63,596.58	65,628.90	67,743.64	69,943.88	72,235.89
10	61,645.10	63,596.58	65,628.90	67,743.64	69,943.88	72,235.89	74,622.72
11		65,628.90	67,743.64	69,943.88	72,235.89	74,622.72	77,105.99
12			69,943.88	72,235.89	74,622.72	77,105.99	79,691.89
13				72,235.89	74,622.72	77,105.99	79,691.89
14				72,235.89	74,622.72	77,105.99	79,691.89
15				74,735.89	77,122.72	79,605.99	82,191.89
16				74,735.89	77,122.72	79,605.99	82,191.89
17				74,735.89	77,122.72	79,605.99	82,191.89
18				77,235.89	79,622.72	82,105.99	84,691.89
19				77,235.89	79,622.72	82,105.99	84,691.89
20				77,235.89	79,622.72	82,105.99	84,691.89
21				79,735.89	82,122.72	84,605.99	87,191.89
22				79,735.89	82,122.72	84,605.99	87,191.89
23				79,735.89	82,122.72	84,605.99	87,191.89
24				82,235.89	84,622.72	87,105.99	89,691.89
25				82,235.89	84,622.72	87,105.99	89,691.89
26				82,235.89	84,622.72	87,105.99	89,691.89
27				84,735.89	87,122.72	89,605.99	92,191.89

*To move beyond Step 12, must meet criteria for a growth incentive and be approved by the professional development committee on or before August 1st each year.

*MSW recognized at EDS level for applicable staff hired before June 30, 2018