

MASTER AGREEMENT

Between the

Clinton County Regional Educational
Service Agency

And the

Ingham Clinton Education Association,
MEA/NEA

2020 – 2021

2021-2022

2022-2023

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It is the policy of the Clinton County Regional Educational Service Agency (RESA) that no discriminatory practices based on gender, race, religion, color, age, national origin, disability, height, weight, marital status, sexual orientation, political affiliations and beliefs, or any other status covered by federal, state or local law be allowed in providing instructional opportunities, programs, services, job placement assistance, employment or in policies governing student conduct and attendance. Any person suspecting a discriminatory practice should contact the Director of Special Education, 1013 South US-27, St. Johns, MI 48879, or call 989-224-6831.

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

This Agreement commencing July 1, 2020 and ending June 30, 2023 by and between the Board of Education of the Regional Educational Service Agency in the County of Clinton, Michigan hereinafter called the "Board," and the Clinton Ingham Education Association, MEA/NEA, hereinafter called the "Association":

WITNESSETH:

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

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

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - RECOGNITION

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

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

- B. "Specialists" refer to those members of the bargaining unit who are not covered by the Teachers' Tenure Act (e.g., social workers, psychologists, occupational therapists, some speech therapists).

"Teachers" refer to those members of the bargaining unit (both probationary and tenured) who are covered by the terms of the Teachers' Tenure Act.

"Autism Spectrum Disorder (ASD) Support Position" refers to a position that assists staff in working with students in this area. This position does not need to be a state approved certified and licensed professional.

"Employees" or "bargaining unit members" refer collectively to all members of the bargaining unit (i.e., including both "Specialists" and "Teachers".)

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

ARTICLE II - EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The Agency and Association agree to abide with Act 379 of the Michigan Public Acts of 1965 as amended, and to all applicable laws related to employee's rights and responsibilities.
- B. The Association agrees that bargaining unit members shall have the right to join (or refrain from joining) a professional organization, but membership in a professional organization shall not be required as a condition of employment.

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

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

ARTICLE IV - PAYROLL DEDUCTIONS

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

ARTICLE V - WORKING CONDITIONS

- A. Any employee who feels that existing facilities are inadequate may file a written statement with the Program Director or designee specifically outlining needed improvements. Any employee who feels the facility is hazardous to one's health and safety should notify Program Director or designee as soon as possible. The Program Director or designee and/or the Superintendent agrees to confer with the RESA/Local Superintendents and/or local principals regarding any reported deficiencies that may exist. Such conference should be held within ten (10) working days or as soon as practical. Written copies of a summary of this conference shall be submitted to the employee, the Local Association, and the Local School Superintendent and/or Local School Principal and Program Director or designee.
- B. The parties recognize the importance of the use of professional reference materials by the employees. The Board therefore agrees to provide and maintain agreed upon professional reference materials and the employees agree to use reasonable care in handling and using such materials.
- C. The Board at its discretion agrees to make available reasonable services with the assistance of educational support and administrative personnel.
- D. Except in emergencies, the Board shall not require the employee present to supervise another employee's class(es), without the employee's consent.
- E. Each March the staff will have the opportunity to submit budgetary recommendations to their respective supervisors. These recommendations shall be considered by the Superintendent or designee.
- F. An employee shall not be required to perform any duties that are not of the nature performed by an employee in the employee's position, without the consent of the employee. Employee will assist the administration in on-going efforts to keep job descriptions accurate and updated.
- G. Employees may be permitted to visit other programs in their specialty areas with administrative consent.
- H. The parties recognize the importance of protecting employees from abuse by students and also protecting students from abuse by employees. In this regard, any employee shall report any instance of abuse by or upon a student to his/her immediate supervisor. The supervisor will request a meeting with the employee and any other person(s) deemed appropriate to address the substance of the report.
- I. The employee shall be informed and instructed as to emergency measures, which may be necessary on occasion due to the student's disability. Employees shall receive appropriate training and medical consultation regarding medical factors of students, and the employee will be provided appropriate liability coverage.

ARTICLE VI - WORKING HOURS, CASELOADS AND ASSIGNMENTS

- A. 1. All employees shall be required to perform professional services, for at least 7 hours per day exclusive of lunch period for the total number of days agreed to by The Board and the Association. It is understood that the calendar year and/or the daily schedule may be different for individual employees. For example, employees assigned to twelve-month programs shall vary from a traditional school-year schedule to accommodate the year-round nature of their work. Any deviation from the required days and/or hours scheduled for an employee must be with prior approval of the Employee's Supervisor. Generally, employees are required to attend to those matters, which require attention during their scheduled work time, including consultations with parents when scheduled directly with the employees, scheduled staff meetings, Open House or Parent-Teacher Conferences. Normally, staff meetings, IEPTs and other functions will be scheduled during the workday. Scheduling of staff meetings, IEPTs and other functions before or after the normal working day shall be kept to a minimum, and shall require advance notification to the employees. Employees, who by nature of their work, must make parent contacts, attend meetings, or otherwise perform duties that cannot be accomplished during regular school hours, shall be allowed and encouraged to rearrange their daily schedules with administrative approval if the time involved in such duties warrant such a rearrangement. If an employee routinely and consistently has these requirements in non-traditional times, a flex schedule will be encouraged and allowed. If an employee's work requirements regularly require more than the 7 hours per day and attempts by the administration and the employee to flex their hours or adjust their work schedules have been unsuccessful, the district shall compensate specialists for work exceeding 7 hours per day at their hourly rate of pay. It is understood that pre-approval from the Program Director is required.
2. When a meeting is called with less than two weeks notice, specialists will be notified at the local district as specified by the written weekly schedule by email or phone. When a specialist misses a meeting, the specialist shall be responsible for contacting the supervisor in an effort to be apprised of the content of the meeting.
3. a. Those employees who are assigned to a constituent school district shall have the same report in; lunch period; dismissal hours and holiday/spring break periods as the constituent local classroom teachers. These classroom teachers may also have an adjusted total workday (calendar) based on the calendar in the school district where they are assigned. The District shall compensate specialists for work exceeding 7 hours per day at their hourly rate of pay if their work is regularly scheduled with supervisory approval. A pre-approval process shall be established and if needed a reporting procedure in

order to notify the specialist, superintendent or designee, and the business office. No specialist shall be required to work over eight (8) hours per day, unless they are compensated at 1.5 pay after forty (40) hours worked in a week. Under certain circumstances, the administration and the specialist may mutually agree to flex the specialist's hours/days.

- b. If a specialist is assigned to one or more than one constituent school district, the Administration will establish at the beginning of the school year assigned holiday/spring break periods for the school year, in consideration of the following items; assessment of caseloads by district, coordination of constituent district calendars, and compliance with the required instructional hours.
4. The "tentative schedule" of the working day for employees associated with classroom programs not included in three (3) above, including ECSE and programs housed at the Clinton County Educational Center, will be set by the administration prior to the beginning of each school year. It is understood that the school year calendar for programs housed at the Clinton County Educational Center will begin in the first half of August and end in the last half of June.
5. Teachers assigned to the Clinton County Education Center may have a 30-minute duty-free lunch period. If lunch period is not duty-free, said 30 minutes will apply towards the 7 hours of contact with students, if approved by his/her supervisor.
6. Teachers assigned to the Clinton County Education Center shall have a specific planning period daily determined at the beginning of the school year by his/her supervisor.
7. The schedule for the Clinton County Education Center will include four (4) full days (1.5 of these four (4) days shall be used for appropriate professional development) for the purpose of collaborative planning, interstaff consultation regarding specific students, interagency consultations, planning IEPTs, holding IEPTs, home visits and visiting other programs. Such half-days and such activities will be jointly planned with the administration. One (1) half-day will be reserved for CPR training. The scheduling of the half-days and activities must be approved by the administration. Necessary deviation will be worked out jointly by the staff and the administrator.
8. Specialists shall have no less than 3 ¼ hours each week for planning and records, such planning time determined at the beginning of each school year by the Program Director or supervisor.

- B. Caseloads for specialists and class size for the teachers shall not exceed the maximum recommendations as promulgated by the State Department of Education and MDE waiver approved. The Administration shall consult with those specialists or teachers involved in the specific situation and shall provide notice to the Association upon application for a waiver. Such notice shall include a copy of the waiver request that is presented to the State Department:
1. A deviation request is filed by the program director and approved by the State Department of Education.
- C. Each employee shall be responsible for maintaining the proper records of services rendered, including time spent in constituent school districts and such other permanent reports as are required by the Board of Education.
- D. No specialist shall be assigned outside the employee's certification, license, State approval (as applicable) or outside the Specialist's discipline, except in emergency situations.
- E. When a change in assignment is made, specialists affected will be informed of the reasons for making the change. All specialists shall be given written notice of their tentative assignments for the forthcoming year no later than the end of the current year.
- F. The employee shall be required to comply with the scheduling and informing policies as established by the Program Director or designee. Designated office staff shall be kept informed of each employee's schedule during their workweek.
- G. Each employee who is a classroom teacher or itinerant specialist must report illnesses to the CCRESA designated person not later than one (1) hour prior to their first assignment.
- H. Extended school year employment shall be posted no later than April 1 of each year for programs run during the month of July. Individuals who are available for extended school year employment shall inform the Program Director in writing no later than April 15. Extended school year employment shall not be obligatory.
- I. Any employee with a core assignment such as Speech Therapist, Occupational Therapist or any other assignment shall be kept on the seniority list in their original assigned area.

ARTICLE VII - VACANCIES AND TRANSFERS

A. Definitions:

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

Transfer: A change of assignment for a specialist.

- B. Requests by specialists for a change in assignment shall be made in writing by March 15 of each school year. The request shall set forth the reasons for the transfer and the specialist's area of State approval certification or licensure, and qualifications. The request shall be filed with the Superintendent.
- C. A change of specialist's assignment will only be made during the school year to prevent undue disruption of the instructional program. In the event that a change of assignment becomes necessary during the school year, qualified specialists will be informed of the needs of the agency. Volunteers will be requested. If no qualified specialist volunteers, a change of assignment will be based upon the following: the specialist with qualifications, certification, licensure, and/or State approval, with final determination by the Superintendent.
- D. When a specialist vacancy occurs, a notice containing the job description and State approved qualifications will be posted on the bulletin board in the Administration Offices. Specialists who are State approved, certified, licensed, qualified and experienced will receive a copy of the via email. This email will include any specialist on leave of absence or layoff. Vacancies shall not be filled until after such vacancy has been posted for a period of one (1) week from the date of the email.
- E. In filling specialist vacancies within the bargaining unit, only present specialists in the CCRESA will be given preference.
- F. The foregoing shall not be construed in such a way as to prohibit the Board of Education and the Clinton County Regional Educational Service Agency from being an Equal Opportunity Employer.
- G. The Board shall consider any qualified employee for an administrative vacancy. The decision of the Board in filling vacancies shall be final.

ARTICLE VIII - PROFESSIONAL IMPROVEMENT

- A. An employee desiring to attend a professional development activity must submit a request in writing at least one week in advance and receive prior approval of the Program Director or designee.
- B. The employee may be requested to submit a written report within one (1) week of attendance at such meeting.
- C. Professional development activity fees that exceed twenty-five dollars (\$25) may be prepaid by the CCRESA, if requested by employee. Employees shall submit a detailed estimate of expenses to the Program Director or designee normally two (2) weeks in advance.
- D. A statement of actual costs, accompanied by receipts, shall be submitted with the next expense voucher so that any difference between the estimated cost advance and actual expenditure can be corrected.

- E. The parties encourage professional improvement and conference attendance by employees in the area of their specialization. The Board of Education may endorse, after consideration of the merits in each individual case, employee participation in certain educational projects, conference, study and other outside activities, which will benefit the employee and the Agency. Determination by the Board that such participation would be in the best interests of the Agency shall not be considered a precedent.
- F. The Board shall limit its financial obligation to three hundred fifty dollars (\$350) for professional development activities per employee per year. If the employee is requested to attend a professional development activity, all expenses will be paid. Up to \$50 shall be applied to dues in professional organizations related to an employee's discipline.
- G. Employees who are involved in in-service activities within the RESA shall be allowed release time from normal professional duties to plan and carry out in-service activities.

ARTICLE IX - PROFESSIONAL BEHAVIOR

- A. Employees are expected to comply with the rules, regulations and directions of the Board of Education and administrative staff. It is expressly understood that such rules, regulations and directions shall not abrogate the expressed provisions of this Agreement.
- B. For employees, abuses of sick leave or other leaves of absence, chronic tardiness or absence, deficiencies in professional performance or unethical conduct will result in disciplinary action.
- C. For specialists, the Board of Education and administration (adhere) to the concept of progressive discipline; however, it is expressly understood that in some infractions, termination of employment may be warranted without progressive discipline.
- D. Specialists who have completed their probationary period of three (3) years shall not be disciplined, reprimanded or reduced in compensation without just cause. All information forming the basis of disciplinary action will be made available to the involved parties.
- E. The employee is responsible for having earned all certificates, endorsements, licenses and/or State approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the employee's responsibility to file such certificates, endorsements, licenses, and/or approvals with the Board. 'Certified', for the purposes of this Agreement, shall also include position specifications issued by governmental agencies or authorities in connection with receipt of full categorical, membership or grant funding for a particular program operated by the Board.

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

ARTICLE X -CIVIC AND ASSOCIATION DAYS

- A. An employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact finding, shall be paid their full salary for such time spent on jury duty or giving testimony. Legal duty compensation shall become the property of the Board.
- B. At the beginning of every school year, the Association shall be credited with four (4) days, such use to be at the discretion of the Association. Such days may accumulate up to eight (8) days if any are unused during any given year. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance, providing there is no conflict, and the Association agrees to pay for necessary substitute at the prevailing substitute rate of pay.

ARTICLE XI -SPECIALIST EVALUATION AND PROGRESS

This provision only applies to specialists and does not apply to teachers.

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

- A. The evaluation of the performance of each specialist is the responsibility of the administration. The administrator will meet with the specialist to discuss criteria for the evaluation prior to the evaluation. All monitoring or observations of the work of a specialist shall be conducted openly and with the full knowledge of the specialist. Specialists shall be informed of which week their formal evaluation observation will occur. In the event that the evaluation of a non-probationary specialist is not completed, the specialist may assume that his/her performance is satisfactory.
- B. It is the intent of the Ingham-Clinton Education Association, MEA/NEA and the Clinton County Regional Education Service Agency Board of Education/Administration to fully comply with all requirements established by state law and the Michigan Department of Education.
- C. The performance of all specialists will be evaluated in writing in accordance with the following:

1. Probationary specialists will be evaluated in writing at least once each year.
 2. For contractual purposes, this is a three-year interval.
 3. Non-probationary specialists will be evaluated at least once every three (3) years.
- D. When a specialist's evaluation includes areas, which are designated Ineffective, the evaluator shall provide the specialist with observable evidence to substantiate the Ineffective areas and make written recommendations or suggestions as to how the specialist's performance may be corrected.
1. If a probationary specialist receives an overall evaluation rating of "Ineffective", "Ineffective", their IDP will be reviewed and, if necessary, amended with the objective of performance remediation. The probationary specialist shall be jointly consulted in any amendment or modification of the IDP and shall sign a statement attesting to that involvement and acknowledging receipt of the modified IDP. The evaluating administrator and probationary specialist shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed one semester.
 2. If a non-probationary specialist receives an overall rating of "Ineffective", the specialist shall be placed on an Individualized Development Plan (IDP) with the objective of performance remediation. The non-probationary specialist shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
- The IDP will contain performance objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and non-probationary specialist shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed one (1) school year.
- E. The content of the evaluation of the specialist is not subject to the grievance and arbitration procedures.
- F. Should a probationary specialist be denied a contract for the ensuing year, the specialist shall receive written notice no later than May 15.
- G. Each employee shall have the right upon request to review the contents of their own personnel file, in accordance with the provisions of the Bullard-Plawecki Employee Right to Know Act, Act 397 of 1978. A representative of the Association may, at the employee's request, accompany the employee in this review. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question.

- H. If an employee is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material, unless the material is an agreement in and of itself.

No material, which will be used for disciplinary or evaluative purposes, shall be placed in the specialist's personnel file without knowledge of the specialist. A copy of any such material shall be given to the specialist who shall have the right to attach written comments.

- I. In the event a specialist is given an evaluation rating of Ineffective, the specialist, upon request, shall be evaluated by another supervisory employee of the District. Prior to completion of the second evaluation, written statements of expected conduct or written directives related to the original evaluation will not be impeded by this request.
- J. The Board, in recognition of the Freedom of Information Act (FOIA), agrees that all personnel file materials shall not be shown or released to the third parties absent written consent of the employee or as required or permitted by law. Furthermore, the employer agrees that any written documentation pertaining to discipline of the specialist, the written documentation (including directive, warning, reprimand, suspension or discharge) will be entered into the specialist's personnel file within thirty (30) calendar days after its composition. Any materials not entered into the file within this time period shall be without effect.

ARTICLE XII - ILLNESS - DISABILITY AND PERSONAL LEAVE

- A. At the beginning of each school year each employee shall be credited with twelve (12) days of leave, 8 sick and 4 personal, the unused portion of which shall accumulate from year to year to one hundred and twelve (112) days. These days will be prorated to employees who do not work a full school year. When the maximum numbers of leave days (112) have been accumulated, the employees will be compensated on an annual basis for unused days (maximum 10 days per year) at the current daily rate for a substitute teacher. Such payment shall be made on the First payroll following the determination of sick day allotment and accumulation.

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

1. Illness – An employee and tenured specialist may use all or any portion of his/her leaves to recover from his/her own illness. An employee may be permitted to use UP TO SIXTY (60) sick leave days during a serious illness of his/her immediate family. Immediate family shall be defined as: spouse, children, stepchildren, parents, in-laws, brothers, sisters, grandparents, legal dependants, and family members of the immediate household, causing grave concern to the employee. This limit of sixty (60) days may be increased upon joint approval of the Association and the superintendent.

2. Temporary Disability –

- a. Employees anticipating the possible usage of leave for purposes of temporary disability shall notify the Superintendent, when possible, at least thirty (30) days prior to the proposed commencement of such leave.
- b. Employees may be required to furnish medical certification of continued ability to perform regular duties upon request of the Board.
- c. To be eligible to receive temporary disability payments under this Article, the employee must remain at work until no longer able to perform the essential functions of his/her position (with or without reasonable accommodation for eligible disabilities) and must return to service as soon as physically able to resume successful performance of his/her essential job functions, (with or without reasonable accommodation for eligible disabilities.) Medical verification may be required in either instance.
- d. For purposes of the Family and Medical Leave Act (P.L. 103-3) sick leave allowed and which is taken under this article shall be charged against the employee's leave entitlement under the Family and Medical Leave Act, at the election of either the Board or the employee. The employee may choose to keep up to five (5) paid sick days in their accrued bank while on a leave under FMLA. This shall apply to:
 1. Sick leave which is utilized to care for a family member (child, spouse, or parent) with a serious health condition, including where an employee must make arrangements for necessary medical and/or nursing care.
 2. Sick leave, which is utilized due to a serious health condition, which renders the employee unable to perform the functions of his/her job.

3. Bereavement Leave Days – The employee will be granted up to (6) days per year and such days shall not be deducted from accrued sick or personal days nor shall any deduction be made from the employee's salary. Additional days will be at the discretion of the Superintendent. Bereavement leave days shall include the death of: spouse or significant other, child, parent, sister, brother, grandparents, grandchildren, aunt, uncle, first cousin, niece, nephew, or close friend or any of the preceding named individuals on an in-law or step-basis.

4. Personal Leave Days – Four (4) personal leave days that may be used for any reason important to the employee may be taken each year. The personal business days wherein granted shall be deducted from the sick leave and will not accumulate from year to year, but if not used, accumulates as sick leave.

B. Personal leave days may be granted immediately before or after a holiday or recess as determined by the Superintendent. Leaves before or after a holiday or

recess without pay may be granted by the Superintendent or Program Director if arrangements are made well in advance, two (2) weeks of the time to be absent.

- C. The Board shall ensure that a schedule of total sick credit is available for each employee and that can be accessed by employees at the start of the school year.
- D. An employee who is unable to provide services because of personal illness or temporary or long term disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one year. The leave may be renewed each year upon written request by an employee consistent with the provision of Article XIII.
- E. In cases where the Board has reasonable concern over abuse of sick leave, temporary disability, and personal business leave days, verification of use may be required by the Board at the Board's expense.
- F. An employee may purchase District health insurance benefits for up to one year while on leave of absence. CCRESA will remit the health insurance premiums to the carrier on the employee's behalf in order to continue the enrollment of the employee in the health insurance program. For the purposes of Family Medical Leave Act, time allowed is inclusive within the one year.
- G. An employee who is absent because of an injury or diseases under the workers' disability compensation act shall make a written election of one of the following options at the time he/she becomes eligible for workers' compensation benefits:
 1. The employee may utilize his/her accumulated sick leave for each day absent provided that he/she reimburses the District for the amount of workers' compensation benefits received for the corresponding pay period. Employee shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
 2. The employee may elect to receive workers' compensation benefits only.
 3. The employee may elect to receive the difference between his/her regular salary and the amount received as workers' compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the employee's sick leave accumulation. (For example: if workers' compensation pays sixty percent (60%) of full pay, sick leave will only pay forty percent (40%) and the sick leave accumulation shall be charged .4 of a day for each day so used). Employee shall only be eligible to access this alternative if they have sufficient sick leave accumulation.
- H. There is established a Sick Leave Bank to be administered jointly by a committee of four (4) members - two (2) members appointed by the Association and two (2) members appointed by the Superintendent. The joint committee will develop criteria for the use of the sick leave bank and be responsible for reviewing and approving requests for sick leave withdrawal from the bank.

Employees may donate two (2) days per year to a sick bank that shall carry a limit of one hundred (100) days. The bank will be: 1) restricted to employees who contribute to the bank, 2) reimbursed on a one for one basis by employees who borrow from the bank.

- I. Employees may be allowed days without pay. These days may be granted at the discretion of the Superintendent.
- J. When an employee is absent, as a result of physical abuse by a student, up to two (2) days may be granted per incident when approved by the immediate supervisor. An incident report must be provided by the employee to the Program Director and the Business Office within seven (7) days of the incident. This requirement may be waived by the Superintendent. Additional time off from work for the purpose of recovery beyond the two (2) granted and approved will be deducted from the employee's accumulated sick time.

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

ARTICLE XIII - LEAVES OF ABSENCE WITHOUT PAY

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

The leaves identified in subsections (5) and (6) of this section shall be granted to an eligible specialist and tenured specialist employee to the extent required by the family and medical leave act.

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

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

7. The employee shall have the option to remit medical benefit plan costs to the CCRESA for the remainder of the specialist's leave of absence to continue their health care benefits.

B. Family and Medical Leave Act

This is an addition to the existing leave of absence policy and implements requirements of the Family and Medical Leave Act of 1993 (FMLA). This policy is not all-inclusive. It highlights the provisions of the FMLA and implementation procedures. If there is any inconsistency between this policy and FMLA or the implementation procedures, FMLA and its regulations will control.

Family and Medical Leave Act

1. Pursuant to the Family and Medical Leave Act as amended, an employee with more than one (1) year of experience and 1,250 hours over the previous twelve (12) month period, is eligible for one or more of the FMLA Benefits.
2. An employee must ordinarily provide thirty (30) days advance notice when the leave is "foreseeable". Leave requests must be in writing where practical and must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached. Medical treatment must be scheduled so as to minimize loss of work time.
3. Upon return from such leave, the employee shall be placed in his/her original or an equivalent position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.
4. The Board of Education will continue medical benefit plan cost contributions, to the extent specified in Appendix A, for eligible employees, for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member, or for the birth of adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all medical benefit plan cost contributions made by the Board during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the board within ninety (90) days of demand.

5. The employee shall first use accrued paid leave (ex. Personal days, sick leave, vacation days). The specialist may keep up to five (5) paid leave days in their accrual balance while on leave designated as FMLA. The remainder of any leave time will be unpaid. Paid and unpaid leave pursuant to the FMLA will be counted against the employee's FMLA entitlement.
 6. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The superintendent shall also have the right to have the employee examined by a physician of the District's selection at District expense.
- C. Unless expressly provided herein, the Board shall have no obligation to continue contribution of medical benefits plan costs or premiums or to grant increment advancement for any employee who is on a leave of absence.

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

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

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

ARTICLE XIV - REDUCTIONS IN PERSONNEL

- A. Specialists in positions regulated by the Tenure Act shall be subject to the layoff and recall provisions of board policy and procedures, which shall not be subject to grievance procedures.
- B. If for any reason the Board anticipates a reduction in staff for the next school year, each specialist to be laid off shall receive no less than sixty (60) calendar day's written notice.

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

- C. In the event of a recall, specialists shall be recalled in inverse order of layoff for a position opening for which they are State approved, certified, licensed and qualified. Such specialist shall retain accumulated sick days earned before the layoff. Recall notices shall be mailed certified, return receipt requested. A three (3) year period of recall eligibility for non-probationary specialists shall be observed. Probationary specialists shall lose recall rights if they are not recalled eighteen (18) months following the date of layoff. Recall of probationary specialists shall be at the discretion of the Board and not subject to the grievance procedure.
- D. If a specialist takes another position in another school district or in other employment and receives a notice of recall, the specialist must either:
1. Return to the District within 30 calendar days, or
 2. Submit a certified letter to the District verifying the specialist is under a conflicting employment contract with another Michigan K-12 or RESA with a statement of intent to return at the beginning of the next school year.

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

- E. Not later than November 1 of each year, the Board will publish a seniority list and deliver same to the Association. The Association will have not more than thirty (30) calendar days to verify the accuracy of said published list. Any discrepancies will be resolved by the Association and the Administration. If the Association fails to verify the published seniority list within the thirty (30) calendar days, the list will be the official seniority list.
- F. If two or more employees have the same date of hire and the same years of service, those employees shall be ranked in order by the highest four digit number determined by the last four digits of their respective social security numbers, the higher numbers being given the higher seniority rank.
- G. Bargaining unit members who transfer out of the unit into an administrative position within the District shall have their accrued seniority frozen for up to three (3) years. If within three (3) years, the member is re-employed in the original position, the member shall return to the same placement on the salary scale and seniority would begin to accrue effective upon returning to the original position. Re-employment, whether at the request of the employee or at the request of the Program Director, would be contingent upon the availability of an open position.
- H. 1. When the Board determines a reduction in personnel is necessary, reductions shall be made by layoff of the least senior specialist provided the more senior specialists are certified, licensed and qualified for placement in the available positions.
2. If reductions in the educational program(s) and/or personnel are deemed necessary, the District Board shall notify the Association of its intent to layoff specialists prior to the implementation of layoff(s) and/or program reductions.

ARTICLE XV - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

The following matters shall not be arbitrable:

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

Any matter involving specialist evaluation.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, pre-hearing statement alleging facts, grounds and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final, conclusive and binding employees, the Board and the Association: subject to the right of the Board or the Association to judicial review. All arbitration proceedings are subject to the procedures and requirements contained in the Michigan Uniform Arbitration Act, MCL 621.1681 et seq.

4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scales or to change any salary schedule.
 - c. He/she shall have no power to interpret state or federal law.
 - d. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 5. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 6. If either party disputes the procedural arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule upon arbitrability prior to hearing the case on the merits. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- E. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the Grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred. Time limits specified herein may be extended upon mutual consent.
 - F. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing.
 - G. All preparation, filing, presentation or consideration of grievances shall be held at a time other than when an Employee or a participating Association representative are to be at their assigned duty stations.
 - H. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

- I. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filed.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board with respect to mandatory subjects of bargaining which shall be contrary to or inconsistent with the terms contained in any individual's contract issued to bargaining unit members. All future individual contracts issued to bargaining unit members shall be made expressly subject to the terms of this Agreement pertaining to mandatory subjects of bargaining.
- B. The agreement shall be posted on the CCRESA Website and upon request shall make individual copies available.
- C. If any provision of this Agreement, or any application thereof to any bargaining unit member shall become unlawful due to legislative enactment or shall be found contrary to law by an unappealed and final order of a court of competent jurisdiction, such provision(s) or application(s) shall be deemed null and void except to the extent permitted by law, but all remaining provisions or applications of this Agreement shall otherwise continue in full force and effect.
- D. The Association shall not engage in a strike against the employer during the duration of this contract.
- E. In the event that this Agency shall be combined with one or more intermediate school districts, the Board will strive to assure continued employment of its specialists in such consolidated district.
- F. If the Board assumes any new ongoing programs, the hours, wages, working conditions, and other relevant issues concerning the employees involved, shall be subject to negotiations. Such negotiations shall be conducted with a team appointed by the Association.
- G. In the event that severe weather occurs and the Superintendent determines that the Clinton County Educational Center shall not operate, then such notification will be made via local radio stations or another electronic means: however,
1. If a local school in which an employee serves is open and the specialist is scheduled for that school on that day, then the employee shall report for work.
 2. If a local school in which an employee serves is closed by severe weather and the employee is scheduled for that school on that day, the employee will not be expected to report for work.

3. Leave day accumulation accounts will not be charged for any employee who was scheduled to use a leave day on any day when school has been canceled, and no substitute cost has been incurred.
 4. Employees are obligated to follow the make-up schedule of lost school days of instruction or services to local school districts.
- H. Inclusion of an Emergency Manager Clause is required by Section 15(7) of PERA. 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.
- I. In the event of extended school closings related to extreme and unforeseeable circumstances, including but not limited to a pandemic, natural disaster, act of war, or damage to facilities, either party may request the Agreement be renegotiated and/or modified.

ARTICLE XVII - PROFESSIONAL COMPENSATION

- A. Basic salaries of employees covered by this Agreement are set forth in Appendix B which is attached hereto and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
- B. New employees shall be placed on the degree schedule based solely upon educational credentials earned in the field of specialization or educationally related to the services provided by the agency. The superintendent has the discretion to determine 1) if credits are related to the field of specialization or to the area of services and 2) how individuals participating in unique educational programs, such as those that offer a Bachelor's degree and a Master's degree simultaneously, are classified on the degree schedule. Employees hired before the 2017-2018 school year will not be adversely impacted by clarifications to the degree schedule adopted on July 1, 2017.
- C. Employees accumulating enough credit hours to advance on the degree schedule shall receive an adjustment in pay. The adjustment in pay shall be calculated effective the date the employee presents proof of credits earned to their immediate supervisor. Educational credits for such adjustment must be:
1. Graduate semester hours or their quarterly equivalent;
 2. In the field of specialization, or educationally related to the services provided by CCRESA;
 3. Listed on an official transcript(s) of a university or college and the credits of "C" or better, or if no grade is given "passed."

4. The degree schedule categories are defined as follows:
- a. ASD – The individual is employed in the position of ASD Team Assistant.
 - b. Career/Tech Ed – Annually authorized vocational education teachers shall be paid on the annually authorized vocational education column on Appendix B. If an employee possesses a full vocational authorization certificate valid for the course(s) they are teaching, they will be paid according to the regular salary schedule.
 - c. BA – To qualify for a BA, an employee must present evidence of having attained a Bachelor’s degree from a four-year accredited college or university.
 - d. BA+20 - To qualify for BA+20, an employee must present evidence of having completed a minimum of 20 graduate-level credits from an accredited four-year college or university following the attainment of a Bachelor's Degree.
 - e. MA - To qualify for MA, an employee must present evidence of a Master’s degree requiring at least 30 graduate-level credits.
 - f. MA+15 - To qualify for MA+15, an employee must present evidence of a Master’s degree requiring at least 30 graduate-level credit hours plus sufficient graduate-level credit hours after completing the Master’s degree to attain a total of 45 graduate-level credits OR the employee must present evidence of a 45 graduate credit or higher Master's degree.
 - g. MA+30 - To qualify for MA+30, an employee must present evidence of a Master’s degree requiring at least 30 graduate-level credit hours plus sufficient graduate-level credit hours after completing the Master’s degree to attain a total of 60 graduate-level credits OR the employee must present evidence of a 60 graduate credit or higher Master's degree.
- D. New employees may be given credit on the salary schedule set forth in Appendix B for years of experience in other school districts and/or experience related to the position of employment up to a maximum of five (5) years. Additional years of experience may be granted upon the Superintendent's recommendation and approval of the Board.
- E. Salaries will be paid semi-monthly beginning in August and shall be paid in twenty-four (24) equal installments unless, prior to August 1, written request is made for twenty (20) equal payments. The above salary payment arrangement is subject to approval and processing through the payroll-processing center.

- F. The salary schedule is based upon the school calendar as determined jointly by Administration and Association and the normal professional responsibility and duties as defined in this Agreement.
- G. When an employee has a minimum of six (6) consecutive years with CCRESA and has attained the maximum step in his/her classification and has remained at the maximum step for (1) contract year, he/she will receive the additional longevity value as stated in Appendix B.
- H. Fringe benefits shall be provided as set forth in Appendix A.
- I. Travel – Employees shall be reimbursed for approved business-related travel expenses in alignment with IRS guidelines and subject to maximum amounts for meals and lodging. Reimbursement may include mileage reimbursement when employees are required to furnish their own transportation for travel necessary to the performance of their job responsibilities. Employees will not be reimbursed for commute mileage.
1. **Mileage claims** for each preceding recording period are to be forwarded to the program director or designee by the 5th day of the following month. Forms are available at the Agency office for reporting mileage.
 2. **The rate of reimbursement for mileage** shall be at a flat rate equal to the maximum allowed per the IRS code act effective upon the same date as effected by the IRS.
 3. **Calculation of reimbursable mileage** amounts shall be based upon approved business mileage. Business mileage is defined as miles driven between one business location and another business location.
 4. **Commute miles** are miles between home and the otherwise scheduled first work stop of the day and between home and the otherwise scheduled last work stop of the day.
 5. **In the case of conferences** or other temporary work assignments where the employee starts and/or ends the travel at their home, the claim for mileage should be based on the shorter of the distance from home to the event/temporary work assignment or from CCRESA to the event/temporary work assignment. A temporary work assignment is defined as an assignment that is irregular and realistically expected to last less than a school year.

6. **The immediate supervisor** shall maintain the right to approve the employee's scheduling.
7. **Transportation of others:** If an employee shall be required to transport others in their personal vehicle or an employee volunteers to transport others in their personal vehicle while performing work activities, the employee shall be covered by the district's automobile insurance on an excess basis.

J. Severance

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

1. If the eligible employee provides written notice of severance by April 15th prior to the end of the then current school year of severance or has been notified of severance by the District due to discontinuation of position or program, and
2. If the eligible employee submits his/her written resignation to be effective at the conclusion of that school year, then he/she shall be paid:
 - a. 15 through 20 years of service \$50 per accumulated sick day at end of school year.
 - b. 21 through 26 years of service \$55 per accumulated sick day at end of school year.
 - c. 27-years and over \$60 per accumulated sick day at end of school year.
3. Maximum severance benefit to be paid cannot exceed six thousand seven hundred twenty dollars (\$6,720).

ARTICLE XVIII - SUBCONTRACTING

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

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

- b. Qualified employees who by the last work day of the regular school year indicate their availability to perform such services shall then be given the opportunity to receive said contract in order of seniority.
- c. The Agency may then subcontract the services pursuant to the provisions of Section 2, above.

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

- 5. In addition to the subcontracting referred to above, the agency shall have the right, without restriction, to subcontract for career and vocational/technical education services. An example of the type of subcontract contemplated for career and vocational/technical education would be a contract between the agency and another educational institution, such as Lansing Community College, pursuant to which the other educational institution provides the needed educational services.

ARTICLE XIX – DURATION

All articles of this Agreement shall be effective upon ratification and signature by both parties from July 1, 2020 through June 30, 2023. This agreement shall terminate on July 1, 2023. Either party may initiate negotiations for a successor Agreement by giving written notice to the other party on or after March 1, 2023.

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

BY	<u>Ken Krapohl</u> <small>Ken Krapohl (May 31, 2020 10:45 EDT)</small>	May 31, 2020
	_____ PRESIDENT OF THE BOARD	_____ DATE
AND	<u>Patti Jandernoa</u> <small>Patti Jandernoa (May 20, 2020 18:22 EDT)</small>	May 20, 2020
	_____ TRUSTEE OF THE BOARD	_____ DATE
AND	<u>Stephanie Dyer</u> <small>Stephanie Dyer (May 31, 2020 20:56 EDT)</small>	May 31, 2020
	_____ TRUSTEE OF THE BOARD	_____ DATE
AND	<u>Wayne Pehselje</u> <small>Wayne Pehselje</small>	May 18, 2020
	_____ SUPERINTENDENT	_____ DATE
AND	<u>Paige Veltkamp</u> <small>Paige Veltkamp (May 21, 2020 08:28 EDT)</small>	May 21, 2020
	_____ PRESIDENT OF THE ASSOCIATION	_____ DATE
AND	<u>Carie G. Johnson</u> <small>Carie G. Johnson (May 20, 2020 17:57 EDT)</small>	May 20, 2020
	_____ TEAM MEMBER OF THE ASSOCIATION	_____ DATE

APPENDIX A - INSURANCE PROTECTION

- A. Effective July 1, 2015 the Board shall fully comply with state statutes that require employees to contribute toward their health insurance. Annually the board shall solely determine their intent to exercise the hard cap.

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

- B. Every eligible employee may elect either Plan I (full) or Plan II (vision/dental), but not both. Part-time employees employed effective June 19, 2000 shall continue to receive the level of benefits in effect for them at the time of this Agreement. All part-time employees hired after the aforementioned date shall receive the Board's contribution toward insurance coverage(s) (Plan I, Plan II) on a prorated basis according to the number of full days worked as a percentage of the established school year at the center, or at their assigned school district, if applicable. (Example: Two days worked at 3.25 hours per day equals one full day) Such coverage will be granted provided employees are working at least one half (1/2) time.
- C. Employees working less than half time may elect to be insured through the health insurance plan(s) offered by the Board. The employees will be responsible for the full cost of the health insurance plan offered and selected.
- D. The Board is not responsible for benefits available under said insurance coverage for any period when a specialist is not covered by the carrier.
- E. Employees who have Board provided term life insurance have a thirty-one (31) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty-one (31) days of their last day of employment.
- F. An employee who terminates employment and leaves the school system for reasons other than illness or injury during the school year shall have their benefits terminated on the last day of the month following termination of their employment.
- G. When necessary, (and if permitted by the carrier) premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Clinton County Regional Educational Service Agency Employment Insurance Benefits

Two (2) members of the association are participants in the CCRESA Insurance Committee that meets at least once a year to review and come to consensus on the employee insurance benefits and plans offered. Open enrollment for employee benefits is offered each year in November and December with changes to be effective January 1.

Plan I:

All eligible employees will be offered a Health, Dental, and Vision Insurance plan that is competitive and offers reasonable and customary benefits. Efforts are made to offer a variety of health insurance plans to accommodate the individual needs of employees.

Employees will also be offered:

- Term Life Insurance with a benefit of \$25,000. This insurance includes accidental death and dismemberment coverages.
- Long Term Disability: After the elimination period, the monthly benefit is an amount equal to 60% of covered monthly earnings with a maximum benefit of \$5,000.

Plan II:

Employees wishing to opt out of CCRESA health insurance plan will receive \$500 per month as cash in lieu of health benefits. These employees will be offered a Dental and Vision Insurance plan that is competitive and offers reasonable and customary benefits.

Employees will also be offered:

- Term Life Insurance with a benefit of \$25,000. This insurance includes accidental death and dismemberment coverages.
- Long Term Disability: After the elimination period, the monthly benefit is an amount equal to 60% of covered monthly earnings with a maximum benefit of \$5,000.

APPENDIX B – SALARY SCHEDULESClinton County Regional Educational Service Agency
Teacher Salary Schedule**2020-2021**

Increase from previous year 2%

STEP	CTE	ASD	BA	BA+20	MA	MA+15	MA+30
	Tech Ed.						
1.0	35,373	35,384	41,614	43,439	45,263	47,415	49,570
2.0	36,919	36,756	43,435	45,263	47,452	49,606	51,759
3.0	38,474	38,130	45,263	47,452	50,136	52,290	54,444
4.0	40,024	39,504	47,090	49,277	52,196	54,351	56,504
5.0	41,576	40,874	48,914	51,467	54,390	56,543	58,696
6.0	43,436	42,459	51,100	53,295	56,943	59,097	61,247
7.0	45,299	42,459	53,295	55,843	59,502	61,654	63,808
8.0	46,541	42,459	54,752	58,039	62,051	64,203	66,358
9.0	48,401	42,459	56,946	60,229	64,245	66,399	68,552
10.0	49,667	42,459	58,433	61,717	65,731	67,883	70,038
11.0	52,902	42,459	62,240	65,655	69,833	71,984	74,138
12.0	55,019	42,459	64,730	68,282	72,625	74,862	77,103
13.0	55,840	42,459	65,695	69,300	73,710	75,983	78,253

Longevity Value: 3,800.00

2021-2022

Increase from previous year 2%

STEP	CTE	ASD	BA	BA+20	MA	MA+15	MA+30
	Tech Ed.						
1.0	36,080	36,092	42,446	44,308	46,168	48,363	50,561
2.0	37,657	37,491	44,304	46,168	48,401	50,598	52,794
3.0	39,243	38,893	46,168	48,401	51,139	53,336	55,533
4.0	40,824	40,294	48,032	50,263	53,240	55,438	57,634
5.0	42,408	41,691	49,892	52,496	55,478	57,674	59,870
6.0	44,305	43,308	52,122	54,361	58,082	60,279	62,472
7.0	46,205	43,308	54,361	56,960	60,692	62,887	65,084
8.0	47,472	43,308	55,847	59,200	63,292	65,487	67,685
9.0	49,369	43,308	58,085	61,434	65,530	67,727	69,923
10.0	50,660	43,308	59,602	62,951	67,046	69,241	71,439
11.0	53,960	43,308	63,485	66,968	71,230	73,424	75,621
12.0	56,119	43,308	66,025	69,648	74,078	76,359	78,645
13.0	56,957	43,308	67,009	70,686	75,184	77,503	79,818

Longevity Value: 3,900.00

When an employee has a minimum of six (6) consecutive years with CCRESA and has attained the maximum step in the classification and has remained at the maximum step for over one (1) contract year, the employee will receive the additional longevity value.

2022-2023

Increase from previous year 2%

STEP	CTE	ASD	BA	BA+20	MA	MA+15	MA+30
	Tech Ed.						
1.0	36,802	36,814	43,295	45,194	47,091	49,330	51,572
2.0	38,410	38,241	45,190	47,091	49,369	51,610	53,850
3.0	40,028	39,671	47,091	49,369	52,162	54,403	56,644
4.0	41,640	41,100	48,993	51,268	54,305	56,547	58,787
5.0	43,256	42,525	50,890	53,546	56,588	58,827	61,067
6.0	45,191	44,174	53,164	55,448	59,244	61,485	63,721
7.0	47,129	44,174	55,448	58,099	61,906	64,145	66,386
8.0	48,421	44,174	56,964	60,384	64,558	66,797	69,039
9.0	50,356	44,174	59,247	62,663	66,841	69,082	71,321
10.0	51,673	44,174	60,794	64,210	68,387	70,626	72,868
11.0	55,039	44,174	64,755	68,307	72,655	74,892	77,133
12.0	57,241	44,174	67,346	71,041	75,560	77,886	80,218
13.0	58,096	44,174	68,349	72,100	76,688	79,053	81,414

Longevity Value: 4,000.00

2022-2023 (Contingent)

2022-23 with 2% increase in wages; however, 2022-23 with 1.5% increase in wages if one of the following occurs during the fiscal years 2020-21 or 2021-22:

- (i) Funding under Section 51f of the State School Aid Act is rescinded or repealed
- (ii) The estimated amount of funding allocated to Clinton County RESA under Section 51f falls below \$75,000
- (iii) The estimated level percentage under Section 51f(4) falls below 2%

Increase from previous year 1.5%

STEP	CTE	ASD	BA	BA+20	MA	MA+15	MA+30
	Tech Ed.						
1.0	36,621	36,633	43,083	44,973	46,861	49,088	51,319
2.0	38,222	38,053	44,969	46,861	49,127	51,357	53,586
3.0	39,832	39,476	46,861	49,127	51,906	54,136	56,366
4.0	41,436	40,898	48,752	51,017	54,039	56,270	58,499
5.0	43,044	42,316	50,640	53,283	56,310	58,539	60,768
6.0	44,970	43,958	52,904	55,176	58,953	61,183	63,409
7.0	46,898	43,958	55,176	57,814	61,602	63,830	66,060
8.0	48,184	43,958	56,685	60,088	64,241	66,469	68,700
9.0	50,110	43,958	58,956	62,356	66,513	68,743	70,972
10.0	51,420	43,958	60,496	63,895	68,052	70,280	72,511
11.0	54,769	43,958	64,437	67,973	72,298	74,525	76,755
12.0	56,961	43,958	67,015	70,693	75,189	77,504	79,825
13.0	57,811	43,958	68,014	71,746	76,312	78,666	81,015

Longevity Value: 4,000.00

When an employee has a minimum of six (6) consecutive years with CCRESA and has attained the maximum step in the classification and has remained at the maximum step for over one (1) contract year, the employee will receive the additional longevity value.

APPENDIX C – PROFESSIONAL DEPARTMENTS

A. Professional Departments

1. Specific work within each department is vital to the organization for reasons such as professional development alignment, focus on department goals, and supporting CCRESA’s vision and mission. An administrative representative shall oversee each department and will be identified to the association by the last Friday in August. Each Department will have a chairperson who serves as a liaison in order to streamline communication between CCRESA administration and each individual department. The administrative representative will work in conjunction with each assigned Department Chairperson and will develop a system of communication in order to offer appropriate support for each department.
2. Department meetings expectations.
 - a. Three meetings during school year: September, January, April
 - b. Meetings will take place during regular school hours.
 - i. Meetings times and dates will be determined by the Special Education Director
 - c. Additional meetings can be scheduled with permission of the Special Education Director as determined necessary.
3. Department Chairperson assignments shall be posted in the Spring using an abbreviated application process. These Department Chairs will be awarded at the discretion of the Special Education Director in collaboration with the administrative representatives.
 - a. Abbreviated application process:
 - i. Letter of interest submitted to Special Education Director no later than May 15 via email, Google Docs, and or Google Forms
 - ii. 1-2 letters of recommendation from colleagues (currently employed with CCRESA) with at least one letter from a member of your professional group.
 - iii. Department Chairperson will be appointed by June 1
 - iv. In the event there are not applications, the Special Education Director will appoint the Department Chairperson

4. Responsibilities of the Department Chairperson are collaborative with the administrative representative and include the following:
 - a. Coordination of additional or group professional development efforts beyond individual needs
 - b. Serve as a liaison between CCRESA administration and each individual department
 - c. Plan, facilitate, and lead department meetings
 - d. Provide written summary of meetings to administrative representatives
 - e. Provide input on CCRESA planned professional development activities
 - f. Meet with CCRESA administrative representatives 1 time per year to analyze additional training needs for the Department
5. The Department Chairperson shall be paid a \$500 stipend to perform the above mentioned duties.
6. Department Chairpersons shall be represented as follows:
 - a. Speech
 - b. Occupational Therapy/Physical Therapy
 - c. School Psychologist
 - d. Social Work
 - e. ASD Consultant/DHH/VI Consultant/Transition Coordinator/O&M
 - f. Educational Center Teachers
 - g. Early Childhood (ECSE, Early On)

APPENDIX D – MENTOR/MENTEE

Teachers may serve, on a voluntary basis and with administrative approval, as mentors for teachers in their first three (3) years of employment on an improvement plan, as is required by section 1526 of the Revised School Code. The purpose of the mentor-mentee relationship is to provide new teachers with support and assistance in the introduction to their profession. For each mentee assigned, the mentor shall be compensated \$300 per school year.

Specialists may serve, on a voluntary basis and with administrative approval, as mentors for specialists in their first one (1) year of employment on an improvement plan. The purpose of the mentor-mentee relationship is to provide new specialists with support and assistance in the introduction to their profession. For each mentee assigned, the mentor shall be compensated \$300 per school year.

APPENDIX E – CALENDAR

Calendar for each of the three (3) school years (2020-21, 2021-22, 2022-23) as follows, with specific calendar set prior to July 1 of each year.

- a) Opening day for CCRESA similar to 2019-20 school year (August 20, 2019), depending upon opening day for our local Clinton County Schools.
- b) The balanced calendar remains in affect for CCRESA Educational Center and the last day of school will be scheduled during the last week in June. (Last half of June).
- c) The Educational Center Balanced Calendar and the ECSE Preschool Calendar shall reduce the number of present 2019-20 half days (11) to five (5) whole days and one half day implementing Professional Development as Instructional Time pursuant to State Aid Act Section 101(10).

Whole Student Days	174	Whole Days without Students	11
Half Student Day	<u>1</u>	Half Day without Students	<u>1</u>
FTE Total Student Days	174.5	FTE Total Student Days without Students	11.5

FTE Total Teacher Days for each school year is 186.

The calendar is according to State School Aid Act (MCL) 388.170) Under Michigan State School Aid Act Section 101(10).

APPENDIX F - GRIEVANCE FORM

Grievance Number _____
Date of Violation _____

School _____
STATEMENT OF GRIEVANCE: (Attached)

REMEDY REQUESTED: (Attached)
Approved for processing:

Signature of EA Representative

Date: _____

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

DIRECTOR'S DISPOSITION: (Attached)

Date Received: _____
Date of Action: _____

Signature of Director

ASSOCIATION'S RESPONSE:
Satisfactory _____

Date: _____

Unsatisfactory _____
(Reasons Attached)

SUPERINTENDENT'S DISPOSITION: (Attached)

Date Received: _____
Date of Action: _____

Signature of Superintendent

ASSOCIATION'S RESPONSE:
Satisfactory _____

Date: _____

Unsatisfactory _____
(Reasons Attached)

BOARD'S DISPOSITION: (Attached)

Date Received: _____
Date of Action _____

Signature of Board President

ASSOCIATION'S RESPONSE:
Satisfactory _____

Date: _____

Unsatisfactory _____
(Reasons Attached)

Arbitration Indicated _____