

MASTER AGREEMENT

NEWAYGO COUNTY REGIONAL
EDUCATIONAL SERVICE AGENCY

AND

NEWAYGO COUNTY
EDUCATION ASSOCIATION

2011-2013

Table of Contents

AGREEMENT	5
RECOGNITION	
Section 1.0 – Collective Bargaining Unit.....	5
Section 1.1 – Reorganization	5
MANAGEMENT RIGHTS	
Section 2.0 – Management Rights	5
ASSOCIATION RIGHTS	
Section 3.0 – Use of Facilities and Equipment	6
Section 3.1 – Budget/Tax Information	7
Section 3.2 – Caucus Meetings	7
ASSOCIATION DUES AND SERVICE FEES	
Section 4.0 – Association Service Fee.....	7
Section 4.1 – Policy Regarding Objections to Expenditures	7
Section 4.2 – Checkoff	7
Section 4.3 – Other Deductions	8
Section 4.4 – Indemnification	8
TEACHER RIGHTS	
Section 5.0 – Seniority	8
Section 5.1a – Probationary Period.....	8
Section 5.1b – Non-Tenurable Teachers	8
Section 5.2 – Contract Renewal for Probationary Teachers.....	9
Section 5.3 – Property Protection	9
Section 5.4 – Job Description.....	9
Section 5.5 – Duties Not to be Altered	9
Section 5.6 – Personnel Records.....	10
Section 5.7 – Teacher Evaluations.....	10
Section 5.8 – Mentor Teachers	10
Section 5.9 – Discipline and Discharge.....	11
Section 5.10 – Association Representative During Discipline.....	11
PROFESSIONAL COMPENSATION	
Section 6.0 – Annual Compensation	11
Section 6.1 – Selection of Number of Paychecks	11
Section 6.2 – Placement on Salary Schedule	11
Section 6.3 – Advancement on Salary Schedule.....	11
Section 6.4 – Written Contracts	12
Section 6.5 – Supplemental Contract.....	12
Section 6.6 – Individual Contract Extensions	12
Section 6.7 – Enrichment Classes and Summer Programs.....	12
Section 6.8 – Advisory Position.....	12
Section 6.9 – Post-Secondary College Courses	13

Section 6.10 – Tuition Reimbursement	13
Section 6.11 – Skills Training	13
Section 6.12 – Capstone Project	13
Section 6.13 – Mileage Payment	13
INSURANCE/BENEFIT PROTECTION	
Section 7.0 – Insurance Coverage.....	14
Section 7.1 – Payment of Group Insurance Premiums	15
Section 7.2 – Section 125 Plan.....	16
Section 7.3 – 403B Plan	16
LEAVES OF ABSENCE	
Section 8.0 – Sick Leave	16
Section 8.1 – Sick Leave Bank	17
Section 8.2 – Child Care Leave	17
Section 8.3 – Hospital Leave	18
Section 8.4 – Bereavement Leave.....	18
Section 8.5 – Paid Personal Leave.....	18
Section 8.6 – Sabbatical Leave	18
Section 8.7 – Leave of Absence With Pay	18
Section 8.8 – Leave of Absence Without Pay	19
Section 8.9 – Worker’s Compensation	19
Section 8.10 – Unpaid Disability Leave	19
Section 8.11 – Conference Leave	19
Section 8.12 – Association Business Leave	19
Section 8.13 – Military Leave	19
ASSIGNMENTS AND WORKING HOURS	
Section 9.0 – Class Size/Make-up and Case Loads	20
Section 9.1 – Working Days	20
Section 9.2 – Calendar.....	20
Section 9.3 – School Closure/Make-Up Days.....	20
Section 9.4 – Substitutes	21
Section 9.5 – Employing Retired School Employees	21
VACANCIES	
Section 10.0 – Permanent Vacancies.....	22
Section 10.1 – Temporary Vacancies	22
LAYOFF AND RECALL	
Section 11.0 – Layoff	23
Section 11.1 – Recall	23
Section 11.2 – Subcontracted Positions.....	24
PROFESSIONAL GRIEVANCE PROCEDURE	
Section 12.0 – Definition of Grievance	24
Section 12.1 – Grievance Procedure.....	24
Section 12.2 – Arbitration	25
Section 12.3 – Oral Reprimands	25
Section 12.4 – Arbitrator’s Powers and Jurisdiction.....	26

Section 12.5 – Arbitrator’s Decision	26
Section 12.6 – Arbitration Costs	26
Section 12.7 – Time Limits	26
Section 12.8 – Time Computation	26
Section 12.9 – Arbitration After Expiration of Agreement	26
INCLUSION	
Section 13.0 – Inclusion	27
MISCELLANEOUS	
Section 14.0 – Statement of Mutual Consent	27
Section 14.1 – Michigan Statutory Law	27
Section 14.2 – Contract Copies	27
Section 14.3 – Negotiations	27
Section 14.4 – Severability	28
Section 14.5 – Changes in Working Conditions	28
Section 14.6 – Decentralization	28
Section 14.7 – Duration of Contract	28
Section 14.8 – Conditional Termination	28
APPENDIX A	
A – Base Salary Levels	29
B – Longevity Payments	29
C – Plan A Insurance Stipend	30
APPENDIX B	
Appendix B – Request to Borrow from NCEA Group Sick Bank Form	32

AGREEMENT

This Agreement is entered into as of the 27th day of June, 2011, by and between the Newaygo County Regional Educational Service Agency (“the “Employer”) and the Newaygo County Education Association, MEA-NEA (“the Association”).

RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer recognizes the Association as the sole and exclusive bargaining representative for all certified personnel employed by the Employer in the following collective bargaining unit:

All full time and regular part-time special education teachers (cognitive impaired teachers, early childhood specialists, autism consultants, behavioral consultants), speech/language pathologists, vocational education teachers, school psychologists, guidance counselors, career development specialists, school social workers, occupational therapists and physical therapists; but excluding all supervisory, administrative, substitute, clerical, maintenance, administrative support personnel, training specialists, teacher aides and paraprofessionals.

The term “teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit defined above. It is understood that the Superintendent or Board’s designee may act on behalf of and as agent for the Board of Education.

Section 1.1. Reorganization. In the event that this district shall be combined with one or more districts, the Board will recommend in writing the continued recognition of the Association and the continued employment of its members in such districts.

MANAGEMENT RIGHTS

Section 2.0. Management Rights. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the Newaygo County Regional Educational Service Agency in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not expressly limited by this agreement. Among the retained rights of management included by way of illustration and not by way of limitation are as follows:

- A. To manage and control the school’s business, the equipment, the operations and to direct the working force and affairs of the Employer.
- B. To continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this agreement.

- C. To direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work duties to employees, determine the size of the work force and to lay-off employees.
- D. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein.
- E. To adopt reasonable rules and regulations.
- F. To determine the qualifications of employees, including physical conditions as they pertain to the job.
- G. To determine the location or relocation of its facilities, including the establishment or reallocations of new schools, buildings, departments, divisions or sub-division thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
- H. To determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. To determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- J. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this agreement.
- K. To determine the policy affecting the selection, evaluating or training of employees providing such selection shall be based upon lawful criteria.

All such retained rights shall be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action and the employer's judgment in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this agreement.

ASSOCIATION RIGHTS

Section 3.0. Use of Facilities & Equipment. The Association shall have the right to use school facilities and office equipment outside of regularly scheduled school hours. The use of said equipment shall be at such reasonable cost of all materials, labor and supplies incidental to such use and further, the Association agrees to pay for any damages to said equipment incidental to Association use. The Association shall request, in writing to the building administrator, the use of any facilities.

Section 3.1. Budget/Tax Information. The Association, upon request, shall be duly advised by the Board of the fiscal budgetary and tax programs affecting the district.

Section 3.2. Caucus Meeting. The administration will meet with up to three representatives of the Association at least bimonthly for the duration of the contract, with the first meeting commencing in September. At the September meeting, the parties will work to mutually agree on meeting dates and times for the remainder of the school year. If either the Board or Association representatives feel that a meeting other than the scheduled meetings are necessary, then upon forty-eight (48) hours notice by either party, a special meeting may be scheduled. Each party may present to the other an agenda of the matters to be discussed at either regular or special meetings at least forty-eight (48) hours prior to such meeting. No other matters shall be discussed during such meetings, except those on the agenda, without the mutual agreement of the parties.

ASSOCIATION DUES AND SERVICE FEES

Section 4.0. Association Service Fee. Each bargaining unit member shall, as a condition of employment, (a) within thirty (30) calendar days of the beginning of their employment, have joined the Association and authorized deduction of membership dues pursuant to Section 4.2 or (b) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the association, or authorize payment through payroll deduction, the employer shall pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Before initiating involuntary payroll deductions, the board will offer a due process hearing to the employee to hear their claim(s). Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.

Section 4.1. Policy Regarding Objections to Expenditures. Pursuant to *Chicago Teachers Union v. Hudson*, 106 S Ct 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

Section 4.2. Checkoff. The Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so, the required amount for the payment of dues or service fees. Such dues or fees, accompanied by a list of bargaining unit members from whom they have been deducted and the amount deducted from each,

shall be forwarded to the Association no later than thirty (30) calendar days after the deductions were made.

Section 4.3. Other Deductions. The Board shall deduct from the pay of each bargaining unit member from whom it received authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, or any other plans or programs jointly approved by the Board and the Association.

Section 4.4. Indemnification. The Association agrees to indemnify and save the Board and its agents harmless, against any and all claims, demands, suits, or other forms of liability which may arise out or in compliance with the Association Security provisions of this agreement or in reliance upon a payroll deduction authorization forwarded to the Board pursuant to the payroll deduction provision of this agreement. In addition, the Association shall provide legal counsel at its expense to defend the Board or its agents in any and all claims, demands, suits, or actions arising out of this article. The Association agrees that it will not claim the indemnity as void or unenforceable if any proceedings occur.

TEACHER RIGHTS

Section 5.0. Seniority. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. The Employer shall prepare and present to the Association, a current seniority list of bargaining unit members prior to September 15th of each year. Accompanying the names of each teacher on the list shall be the date of last hire, each teacher's certification, and job area. No person, other than a member of the bargaining unit, shall possess, retain or accrue seniority within the bargaining unit. Corrections must be filed with the superintendent by November 15. Date of hire is defined as the first date in a job assignment after posting and approval by the Superintendent. In the event of a tie in the last date and certification a person will be placed in numerical order based upon the last four digits of the employee's social security number with the highest number getting the highest seniority.

Section 5.1a. Probationary Period. Teachers hired in positions eligible for tenure shall be probationary employees for the period of time specified in the Teacher Tenure Act. Teachers hired in positions not eligible for tenure shall be probationary employees for a period of four (4) years, provided that non-tenure eligible teachers who had four (4) or more years of prior experience with a public school district will be provided with a two (2) year probationary period. The length of a teacher's probationary period shall be established upon initial hire.

Section 5.1b. Non-Tenurable Teachers. For purposes of this provision, non-tenurable teachers are defined as bargaining unit members who are not eligible for tenure under the Michigan Teacher Tenure Act (MCLA 38.71, *et. seq.*; MSA 15.1971, *et. seq.*).

A non-tenurable teacher may, upon initial employment with the Agency, be required to serve a probationary period not to exceed four (4) calendar years from his/her anniversary

date of employment. If a non-tenurable teacher works a partial school year, such periods shall be aggregated for purposes of computing the four-year probationary period.

During the first three years of a non-tenurable teacher's probationary period, the Agency will provide a mentor for the teacher as outlined in the mentor section (Section 5.8) of this agreement.

At least sixty (60) calendar days before the conclusion of the probationary period described in paragraph #2 above, the Agency shall determine whether the non-certified teacher's performance is satisfactory or unsatisfactory, and shall notify the teacher in writing. If the Agency determines unsatisfactory performance, it shall provide the non-certified teachers with the reasons for its determination.

If the Agency determines that the probationary non-certified teacher's performance is unsatisfactory in accordance with the above paragraphs, the Agency shall have the option to not renew the teacher's contract.

For purposes of non-renewal, the non-certified teacher shall be considered probationary under the terms of this Agreement until the end of the probationary period outlined here. Upon conclusion of the probationary period, the teacher shall be considered "non-probationary" and awarded all the contractual rights of other bargaining unit members. however, non-tenured teachers will have no rights under the teacher tenure act (MCLA.38.91 et seq).

Section 5.2. Contract Renewal for Probationary Teachers. The Employer has the discretion to determine whether to renew the contract of any teachers who have not completed their probationary period, and the Employer's exercise of that discretion shall not be subject to challenge through the arbitration procedure of this Agreement.

Section 5.3. Property Protection. The Board will reimburse teachers for any loss, damage, or destruction of personal property of the teacher, used in teaching and approved for use in writing for a specified period of time by the superintendent or center director in advance, provided that such injury to property occurs while the said teacher is on duty in the school or on the school premises, and provided that such loss, damage or destruction of personal property of the teacher was not caused by the individual teacher's neglect. Special exceptions may be permitted by mutual agreement.

Section 5.4. Job Description. The Board shall provide each teacher, within 30 days of employment, with a job description containing all duties and responsibilities of the position. The description may be developed in cooperation with representatives of each area. It is expressly understood that each teacher was hired for a specific position, specific in job title and geographic location. Where the administration determines to alter fundamental or essential duties associated with the assignment of a teacher, the teacher as well as the Association, shall be consulted before such modifications are implemented, and parties may explore alternatives.

Section 5.5. Duties Not to be Altered. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit will not be substantially altered, without prior consultation with the Association.

Section 5.6. Personnel Records. The Employer maintains personnel records for all teachers in the Central Administrative Office. After employment, teachers will be given advanced notice of the Employer's intention to insert any material which may adversely reflect on the character of the teacher's service. All complaints against a teacher placed in the personnel file shall identify the person bringing the complaint. Teachers shall be given a copy of the complaint material and be required to initial and date the file copy to indicate that they have seen it. Teachers shall have the right to review the contents of their personnel file at the convenience and under the supervision of the administration, with the exception of pre-employment confidential recommendations. If there is disagreement over the contents of a personnel file, the teacher may submit a written statement for inclusion into their file to explain their position concerning the material in dispute. This written statement shall be provided along with the contested material to any third party receiving the contested material.

In the event that the Employer receives a FOIA request for the personnel records of any teacher, a copy of the written request, including the name of the person making the request, will immediately be mailed or hand delivered to the teacher. The Employer will provide the teacher with an opportunity to review the requested material prior to the disclosure, provided the delay does not violate disclosure laws.

Section 5.7. Teacher Evaluations.

A. Formal: The Board has the right and responsibility to conduct teacher evaluations, which shall be conducted by the administration, to include, but not by way of limitation, the following criteria:

1. Knowledge of subject matter.
2. Techniques of instruction.
3. Pupil management.
4. Relationship with pupils, parents and professional colleagues.
5. Student achievement.

Such evaluations shall be conducted in a fair and reasonable manner. In the event that parties wish to change current evaluation procedures, an equal representative committee of teachers (approved by the Association) and administrators shall function in changing the evaluation procedure, pending the approval of the parties. Current evaluation forms are available in the Human Resources office.

Beginning with the second year, probationary teachers shall have an individual development plan (IDP) and at least two (2) classroom observations (full-year) followed by an annual year-end evaluation including an assessment of the IDP goals reached.

B. Informal: In place of formal evaluation a non-probationary employee may request to develop a self-development plan in cooperation with a supervisor. If approved, an annual self-development plan summary will be placed in the personnel file, but it shall not be used for disciplinary purposes.

Section 5.8. Mentor Teachers. In accordance with Section 1526 of the School Code, teachers in their first three years of employment as a classroom teacher shall be assigned a mentor. The purpose of such a relationship shall be to provide new teachers with

assistance, resources and information in a non-threatening, collegial fashion. Participation as a mentor teacher shall be voluntary. The mentor teacher shall maintain a confidential relationship with the mentee and shall not, in any fashion, be included in the formal evaluation process of the mentee. For each mentee assigned, mentor teachers shall annually be paid 1% percent of the BA base salary.

Section 5.9. Discipline and Discharge. Employees who have completed their probationary period shall not be disciplined (including loss of compensation) or discharged without just cause. Discipline shall include reprimands for inclusion in the teacher's file.

Section 5.10. Association Representative During Discipline. Teachers shall be entitled to have an Association representative present when they are being disciplined or reprimanded for any infraction of rules or issuance of a final unsatisfactory evaluation. Likewise, the administration may have the same right for representation when an association representative is present.

PROFESSIONAL COMPENSATION

Section 6.0. Annual Compensation. All teachers employed, shall be placed on the salary schedule attached as Appendix A. The salary schedule includes bachelors, bachelors plus 18, masters or bachelors plus 30, masters plus 15, and specialists or masters plus 30. Such schedule shall remain in effect during the term of this contract.

Section 6.1. Selection of Number of Paychecks. Teachers will receive twenty-six (26) pays over the course of the year. Per Board policy, payment will continue to be by direct deposit. Each member may choose the account to which the deposit is made and deposits will be made no later than the scheduled Friday payday.

Section 6.2. Placement on Salary Schedule. All teachers shall be placed on the salary schedule according to the following:

- A. Newly hired teachers (i.e., teachers, generic sense, see Recognition) will be placed on the salary schedule as determined by the administration. For vocational-certified staff members, a minimum of two years work experience is required for annual authorization.
- B. All new teachers shall receive a written contract, explaining hiree's placement on the salary schedule. The contract shall be signed by the teacher and the superintendent.
- C. Board will notify Association of name, address, and telephone number of newly hired employee in bargaining unit.

Section 6.3. Advancement on Salary Schedule. Teachers shall receive advancement in level due to completion of courses at the opening of school and at the mid-point of the school year. Proof of credit must be provided before the mid-point of the school year. A mid-point increase would be based upon one-half of the contractual salary. The mid-point of the school year would be defined as the ninety-second day of school. Courses that are to be used for column advancement must be taken at an accredited, post-secondary institution or skills training (refer to Section 6.11).

Section 6.4. Written Contracts. The Board agrees to place all teachers under written contract for 187 days. Their work calendar/schedule is to be determined by the superintendent/supervisor with input from the affected staff member upon request. Ancillary staff will follow the local district calendar where they are providing services as closely as is feasible, limited to one hundred eighty-seven (187) work days as outlined above. The Career-Tech Center/Fremont Education & Activity Center calendar/schedule will essentially conform to the model county calendar adopted by the Board. The terms of any individual contract of employment issued to any bargaining unit member shall be subordinate to and subject to the terms of this collective bargaining agreement. To the extent of any conflict between an individual contract and this collective bargaining agreement, the collective bargaining agreement shall prevail. Any individual contract may not contain any terms additional to or inconsistent with any provision of this collective bargaining agreement.

Section 6.5. Supplemental Contract. Teachers who are required by the Employer to work more than one hundred eighty-seven (187) days shall receive a supplemental contract for the additional days. The payment under the supplemental contract shall be based upon the teacher's hourly rate which is calculated by dividing the teacher's yearly compensation by one hundred eighty-seven (187), divided by their regularly scheduled hours per day. In the event a teacher is contracted to work less than seven (7) hours per day, the amount of the per diem for the extended contract will be based on their pro-rata basis. Planning time and lunch may also be reduced by the same pro-rata portion.

Section 6.6. Individual Contract Extensions. Either inability or refusal of the teacher to extend their school year beyond the normal 187 days, or an extension other than those required by State law, shall in no way affect the status of their employment. Each teacher whose normal contract is an extended contract, shall have the option once each four (4) years of not working the summer or working half of the summer contract extension. The teacher wishing to select this option shall notify the superintendent of such intent by March 1 previous to the school year involved. Only one teacher within the SXI/SCI program may exercise this option during a given year.

Section 6.7. Enrichment Classes and Summer Programs. Teachers will be given first consideration to teach enrichment and summer classes when a significant portion of the curriculum is contained in the teacher's regular instructional program. If not, the administration may select the most qualified NC RESA staff or other individual who requests consideration to teach the class. Class description titles shall be posted on the NC RESA website for five (5) business days to give NC RESA staff time to inquire and apply to be the instructor. Application shall be by status change form. An hourly rate of .066% of BA base per hour will be paid to the teachers of these positions through direct deposit.

Section 6.8. Advisory Position. All certified teachers who are advisors to organizations such as the Business Professionals of America (BPA), Health Occupation Students of America (HOSA), Skills USA, etc., shall be paid in addition to their regular professional compensation, \$700, through direct deposit. Advisory positions to student organizations shall not be mandatory, but shall be with the consent of the teacher. The administration shall determine all club advisors and shall develop minimum requirements to establish a club under this section of the contract for reimbursement.

Section 6.9. Post-Secondary College Courses. Certified teachers who align new courses for credit with a college course shall be paid a one-time development fee of \$110 per course when the first student completes that course. Additionally, teachers who coordinate record keeping and instruct for college credit shall be paid \$33 per student completing each four-hour credit course plus \$11 for each student receiving credit in that course (two-hour credit courses shall be paid one-half of these amounts). Total annual college course compensation shall not exceed \$1,320 per teacher excluding development fees, and paid through direct deposit.

Section 6.10. Tuition Reimbursement. Training and certification testing will be reimbursed at the rate of seventy-five (75) percent of the cost of tuition, testing fees or registration fees, through direct deposit. All training certification testing and/or refinement of skills must be approved in advance of training by the superintendent, at which time expenses shall be determined. Annually authorized individuals are not eligible for tuition reimbursement until such time they become degreed. If certification testing is required by State agencies, accreditation organizations or the administration, it will be reimbursed at 100%, regardless if the individual is certified, licensed or annually authorized.

Section 6.11. Skills Training. Skills training, other than accredited courses, can be substituted for a maximum of six (6) semester credits of the initial eighteen (18) or subsequent twelve (12) or fifteen (15) semester credits required to reach each horizontal level superior to that certified or approved at initial employment. For this type of training, one (1) semester credit shall be awarded for each twenty (20) hours of skill training or each three (3) SB-CEUs. The superintendent is designated to approve skills training. Teachers receiving wages for training shall not receive credit toward horizontal movement on the salary schedule.

These options shall be the only exception to moving horizontally on the salary schedule within an academic degree.

Section 6.12. Capstone Project. All teachers who perform the full Capstone Project functions for a properly placed student shall be paid \$60.00 prorated per placement per marking period, through direct deposit. Summer placements shall be equal to one marking period. Unless prior arrangements are made as per building Capstone Project procedure, teachers shall use their own vehicles to make Capstone Project visits and shall receive mileage reimbursement per Section 6.13 of this agreement.

Section 6.13. Mileage Payment. Teachers required or approved to use a personal vehicle in the performance of their duties shall be reimbursed at the IRS allowable rate, through direct deposit. Every teacher shall start logging reimbursable mileage from the teacher's office location or from the teacher's first assignment, as established by teacher and employer.

INSURANCE/BENEFIT PROTECTION

Section 7.0. Insurance Coverage. The Board shall provide to each teacher the following MESSA insurance coverage options.

Plan A

1. MESSA Choices II with a \$10/\$20 co-payment prescription drug card, \$5 office visit co-pay, \$500/\$1,000 in-network deductible, \$1,000/\$2,000 out-of-network deductible, and the adult immunization rider.
2. MESSA Long-Term Disability (90-day modified fill) Insurance for each full-time teacher. Benefits shall begin upon expiration of ninety (90) calendar days or accumulated sick leave (teachers may borrow days from the group sick bank to bridge the gap to 90 calendar days), whichever is greater, and include the following:
 - Monthly benefit of 66-2/3% of contractual salary to a maximum of \$5,000 to Age 64 for sickness or accident.
 - No exclusion on mental/nervous condition.
 - No exclusion on alcoholism/drug addictions.
 - Social Security freeze.
 - Three-year regular occupation waiver.
 - Cost of living.
3. \$50,000 MESSA Term Life Insurance protection (including health benefit) to be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.
4. Full family MESSA VSP-3 Vision Care Plan.
5. Full family MESSA/Delta Dental Plan – Class IA 100%, Class IB 90%, extra cleaning, Class II 90% and Class III (Orthodontics) 90%; \$1,500 annual maximum on Class I & II and \$2,000 lifetime maximum on Class III. Class III benefits include adult orthodontics.

Plan B

1. \$4,000 annual increase in compensation, reduced by the costs for the following coverages:
2. MESSA Long-Term Disability (90-day modified fill) Insurance for each full-time teacher. Benefits shall begin upon expiration of ninety (90) calendar days or accumulated sick leave (teachers may borrow days from the group sick bank to bridge the gap to 90 calendar days), whichever is greater, and include the following:
 - Monthly benefit of 66-2/3% of contractual salary to a maximum of \$5,000 to Age 64 for sickness or accident.
 - No exclusion on mental/nervous condition.
 - No exclusion on alcoholism/drug addictions.

- Social Security freeze.
 - Three-year regular occupation waiver.
 - Cost of living.
3. \$50,000 MESSA Term Life Insurance protection to be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.
 4. Full family MESSA VSP-3 Vision Care Plan.
 5. Full family MESSA/Delta Dental Plan – Class IA 100%, Class IB 90%, extra cleaning, Class II 90% and Class III (Orthodontics) 90%; \$1,500 annual maximum on Class I & II and \$2,000 lifetime maximum on Class III. Class III benefits include adult orthodontics.

Plan A is for employees choosing health insurance. Plan B is for employees who do not choose health insurance. In the event that a husband and wife are both employees of NC RESA, only one health insurance plan shall be purchased and the spouse shall choose Plan B. Teachers and/or their eligible dependents who are enrolled in any substantially equivalent health or medical insurance coverage from any outside source shall not be concurrently eligible for health plan contributions and/or participation in Plan A, but shall choose Plan B.

Section 7.1. Payment of Group Insurance Premiums. The Employer maintains a Section 125 Cafeteria plan which offers qualifying employees an option to select group insurance coverage or payment in lieu of health care coverage in accordance with the following:

- (a) The Employer will pay 90% of the monthly premium for health, dental, vision, life and LTD insurance coverage for full time teachers and their eligible dependents who select MESSA Choices II (Plan A). Part-time teachers will receive a pro-rated payment based upon the ratio of the number of hours in their regularly scheduled year to that of a full time teacher. All premium costs in excess of these stated amounts shall be paid by the teacher electing to have the insurance coverage. The Employer's liability under this section shall be limited to these payments.
- (b) Any full time employee not electing health insurance protection will be provided \$4,000 per year. Part-time teachers not electing health insurance will receive a pro-rated amount of this \$4,000 payment based upon the ratio of the number of hours in their regularly scheduled year to that of a full time teacher. Full time or regular part-time employees not electing health insurance protection will have dental, vision, life and LTD insurance coverage (Plan B), with the cost of this coverage deducted from the amounts set forth above in this paragraph.

Employees who work the full school year will be provided insurance coverage from September 1 through August 31. Newly hired employees are eligible to participate in the group insurance program on the first (1st) day of the month following commencement of work with the Employer.

The teacher is responsible for completing all forms and documents required for their participation in the insurance program. The Board, by payment of its portion of the insurance premium shall be relieved from any and all liability with respect to insurance benefits or programs.

Section 7.2. Section 125 Plan. The NC RESA Section 125 Plan will cover all legally allowable reimbursements such as medical, dental and vision expenses not covered by health care insurance (including deductibles and co-pays) and child care expenses.

Section 7.3. 403B Plan. The Employer will make available to bargaining unit employees a 403b plan subject to the terms and conditions contained in the Summary Plan and Plan Descriptions. Employees, who elect to make contributions to the 403b plan, agree that the Employer has the authority to deduct such contributions from the employee's payroll. A copy of the summary plan document can be obtained in the NC RESA Human Resources office.

LEAVES OF ABSENCE

Section 8.0. Sick Leave. Sick leave shall be granted to each teacher holding an employment contract on the basis of ten (10) days per year, except one (1) day additional shall be granted per each eighteen (18) work days or major portion thereof for teachers employed on extended contracts. The appropriate number of days shall be added on the first day of each academic year, except as to staff added during the academic year that will be credited with a pro-rated portion, calculated at one day per month. Unused sick days as of June 30 in any year in excess of 150 shall be deposited in the group sick bank for half credit for that teacher. These extra days are available for bank use, but will be given to that teacher as needed when all personal sick leave is exhausted. Extra days shall be deleted from the group bank when that teacher terminates employment with the NC RESA.

Sick leave shall be allowed for the illness/disability of a teacher when the teacher's illness or disability is such that they are unable to satisfactorily perform normal job duties or when their presence at work would endanger the health of others; or for the illness/disability of teacher's spouse, dependent child, parent, or step-parent. Disability associated with pregnancy, miscarriage, abortion, or childbirth shall be treated as any other disability.

Any teacher required to be absent from work because of Newaygo County Regional Educational Service Agency (or any other school to which the teacher is properly assigned) school contracted scabies, pink eye, impetigo, lice, or ringworm, as diagnosed in writing by a licensed physician, shall suffer no diminution of compensation and shall not be charged with sick leave until the sixth (6th) day of the illness.

The Board or superintendent reserves the right to require a doctor certificate or other document, as deemed appropriate when there is reasonable basis to believe that an abuse of sick leave may exist.

With the cooperation of the superintendent, suitable procedures for recording of sick leave shall be established. It shall be the individual teacher's responsibility to verify their

individual electronic leave records annually. Sick leave may be used in one (1) hour increments. Medical appointments may be charged to sick leave or personal leave.

In the event a teacher has scheduled a sick day or personal day and the day is called a non-report "Act of God" day (i.e., snow day), the sick day shall not be deducted from the teacher's sick day accumulation or the personal day shall be restored to the teacher.

Section 8.1. Sick Leave Bank. All teachers shall donate one sick day to the group sick bank within one month of employment. In the event that the number of days in the sick leave bank falls below 50, one day shall be deducted from each teacher's accumulated sick leave and those days will be added to the bank. A member of the bank may borrow up to 30 days when approved by the committee designated to regulate the bank. Upon approval of the sick bank committee, sick bank leave time will only be granted for days in which the association member is absent at the direction of a physician for the disability of the member or eligible dependent as defined in Section 8.0. If a member borrows more days than needed for the disability, those extra days shall be redeposited back into the group sick bank upon the member's return to work. Disabled teachers (as per LTD Plan) may borrow as many days as necessary to bridge a gap between 31 and 90 calendar days. The committee shall be made up of the association president, the superintendent and a member of the bank selected annually by the two standing members, one being from special education and one being from career-technical education. The sick bank loan form is attached as Appendix B.

Borrowed days will be repaid to the bank based on the following scale by an electronic transfer by the business office:

<u># OF DAYS OWED AS OF JULY 1</u> <u>(OF EACH YEAR)</u>	<u>TOTAL DAYS TO BE REPAYED</u>
over 30 days	6 days
21-30 days	5 days
11-20 days	4 days
10 days or less	3 days

If borrowed days are not repaid by the time of resignation or termination, at the request of the committee and per the loan agreement, the Board may withhold the appropriate current per diem rate from the teacher's final pay and then redeposit the borrowed days to the group bank. The foregoing sentence does not apply to employees who are unable to repay the bank due to extended illness that prevents their return to work. Each September the members of the sick bank committee will be provided with an accounting of the status of the sick bank.

Section 8.2. Child Care Leave. A leave of absence without pay for up to one (1) year shall be granted to any teacher for the purpose of child care, if requested at least two (2) months in advance of the beginning date of the leave. The Family and Medical Leave Act provisions shall be used at the beginning of the child care leave, if appropriate. The beginning and ending date of the leave shall correspond with the beginning/end of a semester. Upon expiration of the leave, the teacher shall return to their regular assignment.

Section 8.3. Hospital Leave. Up to ten (10) additional days per year of paid leave shall be granted to each teacher who is confined to a hospital for each overnight stay that occurs during the work week, not on weekends. The leave does not include any procedures treated on an outpatient basis and is non-accumulative.

Section 8.4. Bereavement Leave. With the approval of the superintendent, each teacher shall be granted up to six (6) days emergency leave in the event of the death of the teacher's spouse, children, daughter-in-law, son-in-law, parents, spouse's parents, brother, sister, grandparents, spouse's grandparents, grandchild, brother-in-law, sister-in-law, stepchild, stepparents, stepbrother, or stepsister. A maximum of six (6) days each school year may be used under this article. Upon approval of the superintendent, additional days may be charged against personal or sick leave.

Section 8.5. Paid Personal Leave. Each teacher shall be granted up to three (3) days leave. Use to extend a holiday or vacation must be listed and approved by the superintendent. Reason for all other leaves need not be listed on the electronic leave request.

Application for personal leave shall be made at least 48 hours before taking such leave (except in case of emergency). Any unused portion of the personal leave shall be added to the teacher's sick leave bank at the end of the school year. In the event that the teacher's personal sick bank is full, the unused personal days will be deposited into the group sick bank as extra sick leave days for that teacher.

Section 8.6. Sabbatical Leave. After seven (7) years of employment, a teacher shall be eligible for sabbatical leave of one (1) year without loss of sick leave accumulated at time of leave. The teacher shall be reinstated upon return at the same salary step to which the teacher was entitled at the time of commencement of the leave. The teacher shall also receive one-half (1/2) leaving pay schedule and one-half (1/2) fringe benefits for the one-year leave. This provision shall be limited to one teacher in any one year as selected by the Board upon recommendation of the superintendent. Any teacher requesting a sabbatical leave shall file with their application a brief statement as to the studies and/or travel said teacher anticipated during the one-year leave. In order to be entitled to the above referenced salary and fringe benefits, the purpose(s) shall be related to educational studies and/or advancement in the teacher's educational area of discipline. The right of reinstatement is conditioned upon the teacher giving written notice to the Board of intent to return sixty (60) days prior to the anniversary of the effective date of the commencement of the sabbatical leave.

The teacher receiving the sabbatical leave must agree to return to work for the NC RESA for three school years. Failure to return for three years, the teacher agrees to reimburse to the board 1/3 of the sabbatical salary and fringe benefits for each year not served. The board will pay for 75% of tuition only for the summer sessions. The granting of a sabbatical leave shall be at the discretion of the Board of Education, however, a denial of sabbatical leave shall only be for cause and the reasons for the denial shall be provided in writing.

Section 8.7. Leave of Absence With Pay. Leave of absence with pay chargeable against sick leave may be granted in other circumstances as approved by the superintendent (e.g. marriage leave, extend bereavement or care of non-household relatives).

Section 8.8. Leave of Absence Without Pay. An unpaid leave of absence may be granted upon approval of the superintendent. The superintendent's decision can not be appealed beyond the board level. This section shall not restrict granting unpaid leaves as required by law, i.e. Family & Medical Leave Act of 1993.

Section 8.9. Worker's Compensation. The Board shall pay the difference between Worker's Compensation payments and the teacher's pro-rated contract salary, not to exceed available leave time, in all compensable cases where the teacher is not able to continue to work. These days shall be charged on a prorata basis against sick leave. The employee may borrow up to ten additional days from the sick bank if approved by the bank committee.

Section 8.10. Unpaid Disability Leave. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the start of the next semester. The leave shall be renewed each semester upon written request by the bargaining unit member. This leave shall not be extended for more than three (3) years. After the expiration of sick leave, the employer shall continue to provide, without cost to the teacher, the benefits listed in Article 7 of this agreement for a twelve-month period.

Section 8.11. Conference Leave. Teachers shall be permitted released time for professional meetings, funds permitting, according to the following conditions: Teachers must submit request to attend the professional conference to their immediate supervisor who will approve days or disapprove the request within ten (10) working days of its submittal. In the request, the nature of the activity, its duration, and total expense money required must be stated. The superintendent or designee approval must be granted before the activity is attended. As a matter of principle, it is agreed that these professional meetings and conferences are important to the professional growth of the teacher.

Section 8.12. Association Business Leave. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association president shall request in writing of the building principal or supervisor of staff, requesting to be released for Association business at least two (2) days prior to such leave. The leave may be refused if the staff member has work obligations that cannot be rescheduled. No staff member may request more than three days for such leave during the school year, except the Association president, who may request up to five days. The Association agrees to reimburse the School Board for the cost of a substitute if one is hired to fill the vacancy for this leave period.

Section 8.13. Military Leave. Employees required to perform active duty, training or to perform emergency duty in the Armed Forces of the United States or National Guard, shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's commanding officer. The seniority and re-employment rights of any employee who performs such active duty or who is inducted into the Armed Forces of the United States shall be in accordance with federal and state laws governing such re-employment rights in effect at the time the individual seeks re-employment with the NC RESA. NC RESA recognizes and supports the rights of employees and their family members as outlined in FMLA military provisions.

ASSIGNMENTS AND WORKING HOURS

Section 9.0. Class Size/Make-up and Case Loads. The class size/make-up and case loads will be directed by state law rules and regulations. NC RESA reserves the right to determine appropriate class sizes and configurations, subject to state law and regulations. In the Career-Tech Center the NC RESA will endeavor to have student assignments reasonably distributed among available teachers, but the parties agree the NC RESA's judgment in this area is not subject to challenge and that disagreements over student assignments are not subject to the arbitration provisions of the collective bargaining agreement.

Section 9.1. Working Days. The parties recognize the principle of the forty (40) hour week. It is agreed that the teacher's scheduled in-school work day shall be a period of seven (7) hours (which shall be continuous under normal conditions) of which one-half (1/2) hour will be a lunch period. The scheduled hours may vary from assignment to assignment to meet the needs of our students. It is also recognized by the parties that, as professionals, teachers work many more hours in addition to the scheduled in-school work day in planning and preparation, parent-teacher conferences, IEPTs and other school related activities. The administration may require attendance up to two times a month and with advanced notice at, faculty meetings which extend beyond the period of seven (7) hours.

Section 9.2. Calendar. One hundred eighty-seven (187) staff days are scheduled which includes at least five (5) professional development/non-student work days in addition to scheduled student days. The calendar will be aligned with local district calendars to meet the needs of the students, within the one hundred eighty-seven (187) day calendar. If NC RESA determines to offer additional student days due to the extension of student days in two or more local districts, the NC RESA calendar will be adjusted to meet the needs of those students.

Legislation requires two hundred and thirty (230) days for certain programs held at the Fremont Education and Activity Center. These additional days (beyond the one hundred eighty-seven (187) day school year) will be handled as contract extensions per Section 6.6 – Individual Contract Extensions.

The one hundred eighty-seven (187) day calendar for itinerant staff will be established individually, with mutual agreement, between the employee and supervisor to meet the needs of students in our local districts and NC RESA summer programs. Any modifications to individual calendars must be approved by administration.

Section 9.3. School Closure/Make-Up Days. If an NC RESA building is closed due to an "Act of God" or mechanical failure, staff assigned to the building need not report to work or stay at work for that portion of that day. For all such days teachers shall be compensated at their regular per diem rate. Itinerant staff shall work as scheduled at a local building if open. If itinerant staff are scheduled to work at a local building that is closed, they may report to their office or may work at home for that portion of the day. When the start of school is delayed teachers are expected to report as usual unless informed otherwise by administration. When early dismissals for students are announced, teachers will be informed if their dismissal time is different than normal.

Make-up days for itinerant staff shall be according to their local calendar/individual calendar. Make-up days for staff following the Career-Tech Center calendar or individual calendar shall be subject to the following provisions:

- A. The first two days of make-up shall be the two days specified in the State Aid Act as “Act of God” days (duty-free days—no make-up required).
- B. The remainder of the appropriate student and staff days shall be made up by adjusting the calendar(s) so that at least the student hours or days as required by the State of Michigan and no more than 185 staff work days are scheduled with no additional salary cost to the Board.
- C. To the extent possible the student days shall be made up at winter break, on in-service or on teacher work days. All other student days will be added at the end of the school calendar.
- D. The Career-Tech Center shall not be obligated to schedule a student make-up day unless at least two of the Newaygo County High Schools are scheduled to be in session.

Section 9.4. Substitutes. The Board shall make a reasonable attempt to obtain qualified substitutes each time a teacher is absent on a day that he has classroom duties. The Board will periodically update the substitute list and attempt to increase the list through appropriate means, including mass media advertisement.

Each teacher shall prepare a contingent lesson plan to be used by substitutes in the event of the teacher’s absence. For Career-Tech Center teachers, these contingent lesson plans shall include the lab setting and classroom setting. Teachers will cooperate with administrators in developing lesson plans during extended absences.

Teachers may be assigned to supervise an absent teacher’s classroom. In the event that it is necessary to assign another teacher to cover an absent teacher’s classroom, the administrator will discuss the situation with the teacher to determine what activities the teacher has scheduled for the day that can be rescheduled. This assignment shall be utilized only in an emergency situation, and the teacher’s work load shall be adjusted to avoid a person having to assume “double duty” during a work day.

In no event shall any teacher be assigned to supervise an absent teacher’s classroom more than two (2) days per school year. For purposes of this article, “day” shall be defined as three (3) or more clock hours. Less than three (3) clock hours shall be counted as a half day. In the event that a teacher should be substituting for an absent teacher while maintaining their current assignment, they will receive one-half the standard substitute pay.

Section 9.5. Employing Retired School Employees. Because MPSERS retirees (retired after 7/1/10) are not allowed to work under contracted services arrangements without forfeiting their retirement pension and benefit package, if such individuals are hired into positions covered under this master agreement, they must be paid as employees and will, therefore, be members of the NCEA. Any of these positions that are part-time in nature and scheduled for less than one (1) day or seven (7) hours per week shall not be eligible

for insurance benefits. Furthermore, individuals in these part-time positions will be eligible for only a pro-rated portion (based on the number of hours per week worked) of other contractual fringe benefits (i.e. sick days, tuition reimbursement, etc.) and will pay union dues as determined by the union.

VACANCIES

Section 10.0. Permanent Vacancies. Whenever any vacancy in any professional position within the bargaining unit shall occur, the Employer shall publicize the same by giving notice of such vacancy to the Association. (Any certified and qualified present employee may apply for such vacancy.) It is agreed by the parties that in filling such vacancies, the question of professional qualifications and benefits to the students receiving the services will be of primary consideration.

Whenever a vacancy in any less than a full-time bargaining position has been posted and no acceptable outside candidates apply, the Board may contract for such a position for the remainder of that school year, provided that any laid-off bargaining unit member certified and qualified for the position has been offered the position. It is expressly understood that such position shall be posted and an effort to fill the vacancy be made on an annual basis. Further, any employee applicant not awarded the vacancy shall receive, in writing, the specific reasons he/she was not awarded the vacancy. An applicant shall not be denied a vacancy without cause.

In lieu of paper posting on any bulletin board, the Employer may at its option create an electronic bulletin board and place notices of vacancies in electronic form on that bulletin board. The Association President and the MEA UNISERV office will each be notified of every position posted on the electronic bulletin board.

Section 10.1. Temporary Vacancies. Any vacancy occurring after the opening day of a school year may be filled on a temporary basis provided the district is unable to employ a suitable permanent replacement as determined by the Board of Education or the superintendent of schools. The term “vacancy” shall include both permanent vacancies (such as those created by resignation or death of a teacher) and temporary vacancies (such as those created by an extended illness, leave of absence or other limited duration). If after continued, reasonable efforts, the Board is unable to fill the vacancy during the semester in which it occurs, the Board may retain the temporary employee for the semester immediately thereafter.

Persons employed on a temporary basis to fill a specific vacancy may be issued a “contract of temporary employment” in accordance with the terms of this master agreement, but shall not be members of the bargaining unit nor be subject to the terms of this master collective bargaining agreement at any time during the duration of their period of temporary service. After sixty (60) days of service, such temporary employees shall be subject to the provisions of the Appendix A (Salary Schedule), Article 7 (Insurance Protection) and Article 4 (Association Dues and Service Fees) of the master collective bargaining agreement.

LAYOFF AND RECALL

Section 11.0. Layoff. In the event that the Board determines it necessary to reduce staff due to a reduction in revenue, a reduction/change in curriculum and education program and/or reduction in enrollment, the following shall be followed:

- A. Teachers subject to layoff for the subsequent school year shall be notified of such layoff in writing on or before May 20 of the current school year.
- B. In the event of a significant reduction in revenue which restricts the Employer's ability to maintain present programs or services and/or state/federal mandated program changes, teachers may be laid off, provided they receive notice sixty (60) calendar days prior to the effective date of layoff.
- C. The teacher(s) in the specific position(s) being reduced or eliminated, shall be the teacher(s) notified of layoff. A teacher notified of layoff shall, within thirty (30) calendar days of the notification have the right to displace another member of the bargaining unit who is a less senioreed teacher within the notified teacher's job area or any job in which the teacher has previously served in the employ of the Board and for which the displacing teacher is currently certified and qualified. Job area shall be defined as any area in which the teacher is certified and qualified or was assigned and assumed the total responsibilities of the position. The Association and Board shall mutually establish the job areas, which shall be incorporated into this agreement and designated on the mutually developed seniority list.

Section 11.1. Recall. The following provisions shall apply to the recall of teachers:

- A. Teachers on layoff shall be recalled in inverse order of layoff as vacancies occur within their job area and for which they are certified and qualified.
- B. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher, with a copy sent to the Association president. The teacher shall respond to the notice of recall within ten (10) business days of receipt of the certified letter. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full-time position. Refusal to accept recall to a full-time position or failure to accept a recall within fifteen (15) business days of the receipt of the certified notification letter, shall result in the teacher forfeiting all recall rights to that position.
- C. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid-off teachers who have the certification and qualifications to fill the vacancy.
- D. Teachers laid off, who are under written contract with another school prior to recall, and are unable to obtain release from that obligation, shall submit written rejection of the requested release to preserve their seniority and recall rights for the remainder of the NC RESA school year.

- E. It shall be the responsibility of the teacher to maintain a current address with the school district.
- F. A teacher on layoff shall retain recall rights for the number of years of seniority in the district, not to exceed five (5) years.
- G. In the event a teacher receives a layoff notice for the subsequent school year, any teacher who is then recalled the succeeding school year without any loss of pay, shall reimburse the district for the total cost of unemployment benefits received during the summer denial period. Reimbursement shall be made by payroll deduction in equal amounts throughout the year in which recall occurred unless the teacher and district mutually agree to a different reimbursement schedule in writing.

Section 11.2. Subcontracted Positions. In any case of a subcontract, a laid-off employee who is certified and qualified in the area to be subcontracted shall be offered the contract prior to offering the contract to an outside party.

PROFESSIONAL GRIEVANCE PROCEDURE

Section 12.0. Definition of Grievance. A grievance is a complaint by a teacher or the Association that alleges there has been a violation, misinterpretation or misapplication of any provision of this contract.

Section 12.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure to Supervisor. In the event that a teacher believes that there is a basis for a grievance, the teacher shall first discuss the alleged grievance with their immediate supervisor either individually or accompanied by an Association representative. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure to Supervisor. If the complaint is not satisfactorily settled in Step 1, a written grievance shall be prepared on a form which is available from an Association representative. In order to invoke the formal grievance procedure, the written grievance as required herein shall meet all of the following conditions:

- A. It shall be signed by the grievant or grievants and a representative of the Association;
- B. It shall contain a specific synopsis of the facts giving rise to the alleged violation;
- C. It shall cite the section or subsections of this contract alleged to have been violated;
- D. It shall contain the date of the alleged violation;
- E. It shall specify the relief requested;
- F. It shall be filed within 15 work days of the alleged violation, misinterpretation or misapplication.

A copy of the grievance form shall be delivered to the immediate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or designated representative. Within five (5) working days of receipt of the grievance, the supervisor shall meet with the Association in an effort to resolve the grievance. The supervisor shall provide the Association with a written disposition to the grievance within five (5) working days of the meeting with the Association.

Step 3. Appeal to Superintendent. If the Association is not satisfied with the disposition of the grievance in Step 2, or if no disposition has been made within five (5) working days of such meeting (or ten working days from the date of filing, whichever shall be later), the grievance may be transmitted to the superintendent. Such transmission to the superintendent shall occur not later than fifteen (15) working days after the date of filing in Step 2. Within seven (7) working days after receipt of a timely grievance, the superintendent or designee shall meet with the Association on the grievance. The Superintendent or designee shall provide the Association with a written disposition of the grievance within five (5) working days of this meeting.

Step 4. Appeal to Board. If the Association is not satisfied with the disposition of the grievance in Step 3, or if no disposition has been made within five (5) working days of such meeting (or ten work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof. Such transmission to the Board shall occur not later than fifteen (15) working days after the date of filing in Step 3. The Board no later than its next meeting or within ten (10) work days, whichever shall be later, shall meet with the Association on the grievance. The Board shall provide the Association with a written disposition of the grievance within seven (7) working days of this meeting.

Section 12.2. Arbitration. The Association may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the American Arbitration Association and delivering a copy of this Form to the Employer through the Superintendent's Office within fifteen (15) working days following the receipt of the Board's written disposition. If the Board fails to answer a grievance within the time limits set forth above, the Association may request arbitration by filing the Arbitration Request Form with the American Arbitration Association and delivering a copy of this Form to the Employer through the Superintendent's Office not later than fifteen (15) working days following the date the Board's written disposition was due. The arbitrator will be selected and the arbitration conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association. If the Association does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. The Board and the Association mutually agree to expedite the arbitration process by request to their respective legal counsel.

Section 12.3. Oral Reprimands. Oral criticism or oral reprimands of staff before a member of the public, other staff or student by administration, shall be subject to review under the grievance procedure at the option of the allegedly unreasonably criticized or reprimanded staff member, but disputes over the appropriateness of such oral criticism or reprimand shall not be subject to arbitration.

Section 12.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. In addition, the arbitrator may not consider the following:

1. The termination of service of or failure to reemploy any probationary teacher.
2. Any matter involving a tenured teacher, if that matter when timely raised is subject to review before the Michigan Teacher Tenure Commission.

If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided.

Section 12.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit; provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 12.6. Arbitration Costs. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the parties. Each party shall pay the fees, expenses, wages, and any other compensation of its own representatives and legal counsel. If either party cancels or postpones a scheduled arbitration hearing and a cost is incurred, the canceling party shall pay the total service charge. In the event the parties mutually agree to postpone or cancel an arbitration hearing, any fees shall be shared equally by both parties.

Section 12.7. Time Limits. The parties shall follow the time limits established in the grievance procedure. If the Association or the teachers represented by the Association do not follow the time procedure, the grievance shall be considered settled on the basis of the Employer's last disposition. If the Employer does not follow the time procedure, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual agreement in writing, and the period of extension must be specified in that written agreement. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 12.8. Time Computation. A working day under the time procedures established in the grievance procedure shall mean calendar days excluding Saturdays, Sundays and other days that school is not in session; provided however that weekdays during scheduled summer vacation periods shall be considered to be working days.

Section 12.9. Arbitration After Expiration of Agreement. After the expiration of this Agreement the Board shall have no obligation to arbitrate any grievance arising during the term of this Agreement unless a timely grievance was filed within fifteen (15) days of the expiration of the Agreement or it involves vested or accrued rights.

INCLUSION

Section 13.0. Inclusion. The Board and the Association recognize and agree that the NC RESA will take steps appropriate to meet the requirements of federal and state law for educating disabled students in the least restrictive environment.

Through the collaborative efforts of the Association and the NC RESA administration:

1. Group training needs will be identified and in-service opportunities will be developed and offered to help vocational teachers who have IEPT-identified disabled students assigned to their classes.
2. Appropriate support, in the form of materials, planning time, personal and other related services deemed necessary by mutual agreement of the teacher and the building administrator, will be provided in a timely manner.

Teachers who believe that the implementation of a disabled student's current IEPT is:

1. providing no benefits to the student's educational progress,
2. impeding the learning progress of non-disabled students,
3. creating safety problems for the disabled student and/or the other students in the class, and/or
4. requiring an inordinate amount of time on the part of the teacher,

are encouraged to call a meeting of appropriate staff to discuss the problem and possible resolutions, including the scheduling of a new IEPT.

MISCELLANEOUS

Section 14.0. Statement of Mutual Consent. The parties agree and genuinely intend that they shall each, to the best of their respective abilities and authority, fairly, reasonably and uniformly apply the language of this Agreement. Any difficulties or departures from this commitment shall be promptly brought to the attention of the superintendent and the association president who shall both exact positive efforts to resolve any problems.

Section 14.1. Michigan Statutory Law. It is recognized by the Employer and the Association that where Michigan statutory law is in conflict with the Agreement, or in areas not covered by the Agreement, that Michigan statutory law takes precedence.

Section 14.2. Contract Copies. Copies of this Master Contract will be provided by the Board for distribution to the staff and all new additional staff.

Section 14.3. Negotiations. Either party desirous of opening negotiations in regard to the master contract for the next succeeding year may give notice thereof during the month of March preceding the expiration of this agreement. In negotiations, no control shall be exercised by either party over the selection of the negotiating or bargaining representatives of the other party.

Section 14.4. Severability. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 14.5. Changes in Working Conditions. Changes in working conditions or salary shall be handled through negotiations between the Board negotiators and Association negotiators.

Section 14.6. Decentralization. Prior to the transfer of any program involving instructional services or other professional services to constituent districts, the Newaygo County Regional Educational Service Agency shall negotiate the terms and effects of such a transfer with the Association. Upon resignation a severance payment of \$200 for each year of service to the NC RESA beyond five years will be paid to employees transferred due to decentralization. The sum per individual shall not exceed \$2,000.

Section 14.7. Duration of Contract. Except where otherwise indicated in this agreement, this contract is in effect from August 31, 2011 through July 31, 2013.

Section 14.8. Conditional Termination.

In the event there is a significant change in revenue or cost of wages and benefits, upon mutual agreement of the parties, Appendix A and Section 7 shall expire on July 31, 2012 and will be re-negotiated subject to ratification of the appropriate bodies. Significant change may include one or more of the following:

- 1) An increase in the 2012-2012 MESSA premium costs, compared to MESSA premium costs 2011-12;
- 2) The MPSERS rate for 2012-2013 exceeds 27.37%;
- 3) There is a significant increase or decrease in 2012-2013 revenue to NC RESA.

NEWAYGO COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY
BOARD OF EDUCATION

By: _____, President

By: _____, Chief Negotiator

NEWAYGO COUNTY EDUCATION ASSOCIATION, MEA-NCEA

By: _____, President

By: _____, Chief Negotiator



Newaygo County Regional Educational Service Agency
 4747 W. 48th Street
 Fremont, MI 49412

APPENDIX A

The following salary schedule shall be in effect for 2011-13.

A. Base Salary Levels:

		2011-13 Salary Schedule													
		BA				BA+18		BA+30		MA		MA+15		MA+30	
STEP	%		%		%		%		%		%		%		
0	1.000	40,572	1.055	42,803	1.110	45,035	1.165	47,266	1.220	49,498	1.275	51,729	1.330	53,961	
1	1.055	42,803	1.110	45,035	1.165	47,266	1.220	49,498	1.275	51,729	1.330	53,961	1.385	56,192	
2	1.110	45,035	1.165	47,266	1.220	49,498	1.275	51,729	1.330	53,961	1.385	56,192	1.440	58,424	
3	1.165	47,266	1.220	49,498	1.275	51,729	1.330	53,961	1.385	56,192	1.440	58,424	1.495	60,655	
4	1.220	49,498	1.275	51,729	1.330	53,961	1.385	56,192	1.440	58,424	1.495	60,655	1.550	62,887	
5	1.275	51,729	1.330	53,961	1.385	56,192	1.440	58,424	1.495	60,655	1.550	62,887	1.605	65,118	
6	1.330	53,961	1.385	56,192	1.440	58,424	1.495	60,655	1.550	62,887	1.605	65,118	1.660	67,350	
7	1.385	56,192	1.440	58,424	1.495	60,655	1.550	62,887	1.605	65,118	1.660	67,350	1.715	69,581	
8	1.440	58,424	1.495	60,655	1.550	62,887	1.605	65,118	1.660	67,350	1.715	69,581	1.770	71,812	
9	1.495	60,655	1.550	62,887	1.605	65,118	1.660	67,350	1.715	69,581	1.770	71,812	1.825	74,044	
10	1.550	62,887	1.605	65,118	1.660	67,350	1.715	69,581	1.770	71,812	1.825	74,044	1.880	76,275	
11	1.605	65,118	1.660	67,350	1.715	69,581	1.770	71,812	1.825	74,044	1.880	76,275			
12	1.660	67,350	1.715	69,581	1.770	71,812	1.825	74,044	1.880	76,275					

B. Longevity Payments

1. For employees hired on June 30, 2007 or after, the following longevity payments will be paid in addition to the employee's base salary after completion of the following years of service with the Employer as a member of the NCEA (not including MPSERS purchased years):

\$1,500 – after 16 years of service
 \$3,400 – after 20 years of service
 \$3,900 – after 24 years of service
 \$4,100 – after 28 years of service

2. For employees hired prior to June 30, 2007, the following longevity payments will be paid in addition to the employee's base salary based on an individual's step placement on the salary schedule, unless the employee selects, prior to September 1, 2010, the severance option (below):

\$1,500 – step 16
 \$3,400 – step 20
 \$3,900 – step 24
 \$4,100 – step 28

Severance Option

If notified by September 1, 2010 the following longevity payments will be paid in addition to the employee's base salary based on an individual's step placement on the salary schedule.

\$1,500 – step 16

\$2,400 – step 20*

\$2,900 – step 24*

\$3,100 – step 28*

* plus a one-time lump sum \$10,000 severance payment
paid upon retirement

All applicable taxes shall be deducted from the severance payment made under the provisions of this option. In the event that this provision is found to be illegal by a court or administrative body having jurisdiction, all illegal provisions of this option shall be cancelled.

C. Plan A Insurance Stipend

An off-schedule stipend of \$500 for single subscriber or \$1,000 for two-person/full family subscriber will be paid equally over twenty-six (26) pays of the fiscal year for NCEA members electing Section 7, Plan A (health insurance).



Newaygo County Regional Educational Service Agency
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APPENDIX B
REQUEST TO BORROW FROM NCEA GROUP SICK BANK

As a member of the group sick bank I have requested to borrow up to _____ days from the bank to be added to my account as needed. I will request sick leave using the electronic leave request system.

In making this agreement, I promise to repay the bank, and therefore I give permission for the NC RESA business office to transfer the appropriate amount each July 1st according to the schedule set forth below per Section 8.1 of the master agreement.

OF DAYS OWED AS OF JULY 1 TOTAL DAYS TO BE REPAID
(OF EACH YEAR)

over 30 days	6 days
21-30 days	5 days
11-20 days	4 days
10 days or less	3 days

I understand that upon termination of or resignation from employment those borrowed sick days that are still outstanding may be deducted, at the appropriate per diem rate, from my last paycheck per Section 8.1 of the master agreement. If the amount owed is greater than the amount of my last paycheck, I understand I will be invoiced for the balance due.

Questions may be addressed to the human resources or payroll office.

Employee Signature

Date

Do Not Write Below This Line

Administrative Use Only

_____ APPROVED _____ DENIED
_____ personal sick days as of _____ (date)
_____ maximum days granted by Sick Bank Committee
_____ total days allowed for compensated leave

Association President's Signature

Date

Superintendent's Signature

Date

NOTES:

- Under the Master Agreement, a maximum of thirty (30) days may be requested.
- Total compensated leave days (from personal sick days and days granted from the sick bank) may not exceed the dates prescribed by the attending physician.
- Personal sick leave days must be exhausted before sick bank days will be added to an individual's sick leave account.
- If a medical leave is extended by the attending physician, the employee may request additional days to be awarded at the discretion of the Sick Bank Committee, but no more than a total of thirty (30) days may be awarded per request.

COMMENTS:

c: Employee
NCEA President
Payroll File

ADDITIONAL INFORMATION:

Section 8.0 Sick Leave

Sick leave shall be granted...

Sick leave shall be allowed for the illness/disability of a teacher when the teacher's illness or disability is such that they are unable to satisfactorily perform normal job duties or when their presence at work would endanger the health of others; or for the illness/disability of teacher's spouse, dependent child, parent or step-parent. Disability associated with pregnancy, miscarriage, abortion, or childbirth shall be treated as any other disability.

Section 8.1 Sick Leave Bank

All teachers shall donate one sick day to the group sick bank within one month of employment. In the event that the number of days in the sick leave bank falls below 50, one day shall be deducted from each teacher's accumulated sick leave and those days will be added to the bank. A member of the bank may borrow up to 30 days when approved by the committee designated to regulate the bank. Upon approval of the sick bank committee, sick bank leave time will only be granted for days in which the association member is absent at the direction of a physician for the disability of the member or eligible dependent as defined in Section 8.0. If a member borrows more days than needed for the disability, those extra days shall be redeposited back into the group sick bank upon the member's return to work. Disabled teachers (as per LTD Plan) may borrow as many days as necessary to bridge a gap between 31 and 90 calendar days. The committee shall be made up of the association president, the superintendent and a member of the bank selected annually by the two standing members, one being from special education and one being from career-technical education. The sick bank loan form is attached as Appendix B.

Section 8.2 Child Care Leave

A leave of absence without pay for up to one (1) year shall be granted to any teacher for the purpose of child care, if requested, at least two (2) months in advance of the beginning date of the leave. The Family and Medical Leave Act provisions shall be used at the beginning of the child care leave, if appropriate. The beginning and ending date of the leave shall correspond with the beginning/end of a semester. Upon expiration of the leave, the teacher shall return to their regular assignment.

Family Medical Leave Act (definition/allowable uses/time frame)

Employees with at least one full year of service and at least 1,250 hours of work in the last 12 months are entitled to unpaid leave of up to 12 weeks in any one year period for the birth/adoption of a child, foster care placement, or for serious personal or designated family members' health conditions. A one-year period is defined as a "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave.