

THE CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT

BOARD OF EDUCATION

AND

**THE CLARE-GLADWIN
EDUCATION FEDERATION/
AFT MICHIGAN**

MASTER AGREEMENT

FOR

JULY 1, 2018 – JUNE 30, 2021

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PREAMBLE

This Agreement entered into on June 20, 2018 and effective July 1, 2018 by the Clare-Gladwin Education Federation, AFT-Michigan/AFL/CIO (hereinafter called the "Federation"), and the Clare-Gladwin Regional Education Service District of the Counties of Clare and Gladwin, Michigan (hereinafter called the "Board" or the "District"). The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the Board and the Federation recognize and declare that providing a quality education for the children of the Clare-Gladwin Regional Education Service District is the mutual aim. The character of such education depends upon the quality and morale of the professional staff.

WHEREAS, the members of the Federation are particularly qualified to assist and advise in formulating policies and programs, as such, the Federation may present materials to the Board concerning these matters.

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with respect to hours, wages, terms and conditions of employment. The parties agree that alleged violations of the Act must be processed through Michigan Employment Relations Commission, and

WHEREAS, the Clare-Gladwin Regional Education Service District and Clare-Gladwin Education Federation shall abide by the law. If any part of the contract is in conflict with the law, the law shall take priority, and

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

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

ARTICLE I - RECOGNITION

The Board hereby recognizes the Federation as the sole exclusive bargaining representative for all certified or state approved regional education service district personnel, hereafter called "employees," whether under contract or on leave, employed or to be employed by the Board. Excluded personnel includes administration and supervisory personnel (such as the Superintendent, Special Education Administrators, Director of Career Technical Education, and Program Supervisors), technology personnel, secretarial/clerical/office staff, custodial/maintenance staff, Paraeducators, Sign Language Interpreters, and substitutes.

The term "employee" when used in this Agreement shall mean all professional employees covered by this Agreement. There shall be three classifications of employees under this Agreement:

1. "Tenure" employees, includes certificated teachers as defined under the Teachers' Tenure Act, who have completed the probationary period required by the Teachers' Tenure Act and who have not been denied tenure.
2. "Non-tenure" employees include those employees who are not eligible for tenure status according to the provisions of the Teachers' Tenure Act but who hold appropriate state or national approval, authorization, certification, or licensure appropriate to their assignment and who have at least four (4) years of experience

in the District. For those non-tenure employees hired on or after July 1, 2012 this requirement shall be at least five (5) years of experience in the District.

3. "Probationary" employees, includes employees in the bargaining unit who are in a probationary period. "Probationary teacher" refers to those members of the bargaining unit who are covered by the Teachers' Tenure Act and who are in a probationary period under that Act. A "non-tenure probationary employee" is a bargaining unit member not covered under the Teachers' Tenure Act who has not completed four (4) years of service in the District [five (5) years for those hired on or after July 1, 2012].

This Agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member in any capacity other than as a teacher for "tenure" employees who have satisfied the probationary period required by the Teachers' Tenure Act.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

- A. It is agreed that all rights, which ordinarily vest in and have been exercised by the Board, except those which are in conflict with the specific provisions of this Agreement, shall continue to vest in and be exercised by the Board. 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 Education Service District working forces, affairs and equipment.
 2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 3. Hire all employees, assess their qualifications, and the conditions of their continued employment or their dismissal or demotions; and to promote, transfer, assign all such employees, to determine the size of the work force, and lay off employees subject to the laws of the State of Michigan.
 4. Determine the professional services, supplies, and equipment necessary to continue its operations and to determine all systems of distributing, disseminating, and/or providing its services, methods, schedules, and standards of operation.
 5. Adopt rules and regulations.
 6. Require employees to have physical or mental examination, the cost thereof to be borne by the Board.
 7. Determine the number and location or relocation of its facilities.
 8. Determine the placement of operations and the sources of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the administrative organization, its function, authority, and amount of supervision.

11. To subcontract, however, the right is limited to temporary jobs or jobs for which a regular position is not needed.

ARTICLE III - FEDERATION RIGHTS

- A. The local Federation and its representatives shall have the right to use Regional Education Service District facilities, when not previously scheduled, at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore. The local Federation shall schedule the facilities forty-eight (48) hours in advance, except in cases of emergency, with the Superintendent or Designee in the case of the Regional Education Service District office building or the Clare-Gladwin Area School Program Supervisor or Designee in the case of the Clare-Gladwin Area School.
- B. Duly authorized representatives of the Federation and their respective affiliates shall be permitted to transact official Federation business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Federation shall have the right to use school facilities and equipment when such equipment is not otherwise in use. The Federation shall pay for the reasonable cost of all materials and supplies incidental in such use. The Federation shall report the use of the facilities and equipment to the administrative assistant designated by the Superintendent. The Federation shall pay any necessary costs to open facilities at times when otherwise not in use.
- D. The Federation shall have the right to post notices of activities and matters of Federation concern on email. Federation shall comply with District Acceptable Use and Safety Policies. The Federation may use the District mail service and employee mailboxes for communication to employees.
- E. The Federation shall be furnished material pertaining to the Board agenda except those things restricted by law. The Federation shall pay the current rate per page.
- F. The rights granted herein to the Federation shall not be granted or extended to any competing labor organization.

ARTICLE IV - EMPLOYEE RIGHTS

- A. The employee shall be entitled to full rights of citizenship. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it affects the employee's professional responsibilities. This provision shall not be used to contest or challenge decisions regarding the discipline or discharge of a tenure employee or a probationary teacher, as such matters are prohibited subjects of bargaining under Section 15(3)(m) of the Public Employment Relations Act.
- B. An employee will have the right to review the contents of personnel records (as defined in Section 1 of the Bullard-Plawecki Employee Right to Know Act) pertaining to said employee originating after original employment and to have a representative of the Federation accompany him/her in such review.
- C. No derogatory material originating after original employment will be placed in his/her personnel file unless the employee has had an opportunity to review the material. 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.

If a non-tenure or probationary employee (other than a probationary employee who is a teacher) believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file.

If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE V - ACADEMIC FREEDOM OR RIGHTS OF PROFESSIONAL EMPLOYEES

The individual professional employee shall determine the methods of working with each individual case and/or referral in accordance with the accepted standards of professional practice, accepted methods of his/her discipline, and state regulations or mandates.

ARTICLE VI - PROTECTION OF EMPLOYEES

- A. Since the employee's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to maintenance of control and discipline.
- B. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student, the Board will, as available through liability insurance coverage (See F. below), provide legal counsel and render all necessary assistance to the employee in his/her defense, provided the disciplinary action is within the policies and guidelines as spelled out by the Board of Education. (Board policies and guidelines may be accessed on the District's website.)
- C. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee provided the disciplinary action is reasonable and within the policies and guidelines spelled out by the Board of Education. (Board policies and guidelines may be accessed on the District's website.)
- D. The Board will reimburse employees for damage to clothing or personal effects as a result of maintaining control of students.
- E. Any complaints brought to the Board, or an agent of the Board, by a parent of a student directed toward an employee shall be promptly called to the employee's attention.
- F. The Board will provide \$1,000,000.00 liability insurance per occurrence. In addition, the Board will provide a \$1,000,000.00 umbrella policy. The Board reserves the right to name its carrier and the specific nature of the policy.
- G. Employees, because of their special training and experiences, are expected to use all resources available to them in working with children. The well-planned, carefully carried out program will so involve the children that extreme cases of misbehavior will rarely occur. Employees are, however, to maintain reasonable control

of all students assigned to them. Any use of reasonable physical force upon a pupil shall be consistent with Section 1312 of the Revised School Code, District policy and approved training that has been provided.

ARTICLE VII – UNION LEAVE

- 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 and bank deposits, savings bonds, charitable donations, or any other plans or programs jointly approved by the Federation and the Board.
- B. At the beginning of the school year, the Federation shall be credited with ten (10) days to be used by employees who are officers or agents of the Federation; such use to be at the discretion of the Federation. The Federation agrees to notify the Superintendent or Designee no less than forty-eight (48) hours in advance of taking such leave when possible.

ARTICLE VIII - NEGOTIATION PROCEDURE

- A. By April 30 prior to the expiration of this Agreement, the Federation representatives and the Board or its representative will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of professional employees employed by the Board. Notification to commence negotiations shall be in writing by the Federation President to the Superintendent.
- B. In any negotiations described in this Agreement neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that representatives selected by each shall be given the necessary power and authority to make proposals, consider proposals, and concessions in the course of negotiation or bargaining, subject to ultimate ratification by the majority of the Board and by a majority of the Federation membership.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation procedures of the Michigan Employment Relations Commission to take any lawful measures it may deem appropriate.
- D. The parties from time to time may mutually agree to discuss problems concerning this Agreement.
- E. When negotiations are conducted during regular school hours release time shall be provided for the Federation's negotiating committee.
- F. 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. In addition thereto, the wages, hours, and conditions of employment provided for in this Agreement shall not be unilaterally changed.
- G. 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 4-436. This clause is included because it is required by Section 15 (7) of the Public Employment

Relations Act.

ARTICLE IX - WORKING CONDITIONS

- A. The Clare-Gladwin Regional Education Service District cannot obligate non-classroom space requirements on behalf of the local school districts, MMCC and other constituencies it serves. However, it is agreed that whenever such suitable space is not available, that employee may work at an alternate location, mutually agreeable to the Superintendent/Designee and the employee.
- B. The Board recognizes that appropriate materials, tools, equipment, supplies, and utilities are necessary for the efficient functioning of any professional service. The Board agrees that the Superintendent shall provide whatever material aids are mutually deemed desirable by the Superintendent and employee. Employees are encouraged to advise the Board of supplies, equipment, etc. which are needed to adequately perform their service.
- C. The employee recognizes the right of the Board to establish reasonable regulations and schedules for the performance of professional duties.

ARTICLE X - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Students are entitled to be served by professional personnel who are qualified in their field. Therefore professional positions will be filled with personnel who are approved, licensed, and/or certified in their discipline.
- B. All non-tenure and probationary employees (other than probationary teachers) shall be given written notice of their assignments for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignments are proposed, all such employees affected shall be notified promptly and consulted. In no event will changes in assignments of non-tenure and probationary employees (excluding probationary teachers) be made later than the 15th day of August preceding the commencement of the school year, except in an emergency situation such as the abrupt departure of an employee or the inability to fill a vacancy.
- C. Any assignments in addition to the normal employee schedule during the regular school year, including extra duties, shall not be obligatory but shall be with the consent of the employee. Preference in making such assignments will be given to non-tenured and probationary employees (excluding probationary teachers) regularly employed in the District. Non-tenure and probationary employees (other than probationary teachers) who hold(s) the position(s) during the regular school day shall be offered the additional assignment(s) first.

ARTICLE XI - PROFESSIONAL BEHAVIOR

- A. Employees are expected to comply with reasonable rules, regulations, and directions adopted by the Board or

its representatives which are consistent with the provisions of this Agreement, provided the employee may reasonably refuse to carry out an order which threatens physical safety or professional ethics.

- B. The Code of Ethics of each professional discipline is considered by the Federation and its membership to define acceptable criteria of professional behavior, except that such Code(s) of Ethics shall not abrogate or undermine the rights of the Board. This provision shall not be used to contest or challenge decisions regarding the discipline or discharge of a tenure employee or a probationary teacher, as such matters are prohibited subjects of bargaining under Section 15(3)(m) of the Public Employment Relations Act.
- C. An employee shall at all times be entitled to have present a representative of the Federation when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Federation is present, unless the urgency of the situation warrants immediate action. All information forming the basis for disciplinary action will be made available to the employee.
- D. No non-tenure employee or non-tenure probationary employee shall be disciplined or deprived of any benefits without just cause. Any such discipline, reprimand, or reduction in compensation or benefits by the Board or Representative thereof shall be subject to the professional grievance procedure hereafter set forth.

ARTICLE XII - PROFESSIONAL DEVELOPMENT

- A. Professional development is for the purpose of encouraging professional growth.
- B. The Board shall pay the cost of registration fees for in-service courses and will recognize whatever credit accrues from their satisfactory completion when the in-service is required or approved by the Board or Designee.
- C. The Board shall pay the predetermined amount for reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees who attend workshops, seminars, conferences, and/or other professional improvement sessions when required or approved by the Board or Designee. The above pay shall be construed as direct reimbursement for vouchered expenses and shall not be filed on a separate I.R.S. form for each professional employee, unless otherwise required by the Internal Revenue Service.
- D. In the event that a Clare-Gladwin Education Federation employee requests to attend a conference, institute, workshop and/or other professional improvement session during the summer, or on days when the schools are not in session, said request shall be subject to the approval of the Board of Education or its Designee. However, no more than one non-school day per year spent at a pre-approved conference during the summer or on days when schools are not in session (example; weekend days, Christmas breaks, spring break, etc.) shall be considered as a workday to be counted as part of the regular work year as defined in the Master Agreement. The Clare-Gladwin Regional Education Service District Board of Education shall pay the predetermined amount for reasonable expenses incurred for approved or required conferences.
- E. The Clare-Gladwin Regional Education Service District Board of Education is supportive of

professional development and encourages Federation staff involvement. The Board of Education will make every effort to budget adequate resources to enable staff to attend professional development activities that support the RESD goals.

F. The purpose of mentoring is to provide a nurturing, ongoing support system for novice colleagues through a personal and professional relationship with an experienced colleague. The following are guidelines for mentoring:

1. Participation as a mentor is voluntary with final assignments made by the supervisor.
2. Administration will strive to match mentees with mentors within the same job classification.
3. The mentor assignment will be for one year subject to review by the mentor, mentee, and the supervisor. Should one of the three feel a need for change, the supervisor will assign a new mentor.
4. For non-tenure and non-tenure probationary employees, the mentor/mentee relationship will be confidential and will not be a matter included in the evaluation of the mentor or the mentee. Neither the mentor nor the mentee will be permitted to participate in the evaluation of the other.
5. During the mentee's first year, mentors and mentees will meet at least twice per month for a cumulative total of at least 20 hours. During the mentee's second and third years, mentors and mentees will meet at least once per month for a cumulative total of at least 10 hours. All meetings will take place outside of the regular work day.

School Social Workers and Speech and Language Therapists/Pathologists who are not fully licensed will be provided with a mentor for the required number of hours noted in Appendix D.

6. Meeting dates and times are to be recorded in a log with the topics discussed during each meeting clearly documented. At the end of the school year, the log will be signed by both the mentor and the mentee and submitted to the supervisor as documentation of the required number of meetings and hours.
7. A stipend of \$380 will be paid to the mentor upon the completion of the mentee's first year if the number of meetings listed in the log meet or exceed the number specified above. A stipend of \$190 will be paid to the mentor upon the completion of the mentee's second and third year if the number of meetings listed in the log meet or exceed the number specified above.

Compensation for the mentor of a School Social Worker or Speech and Language Therapist/Pathologist who is not fully licensed will be at \$19 per hour. Compensation will not exceed \$19 per hour multiplied by the number of mentor hours required as noted in Appendix D. No compensation will be provided for hours of supervision as noted in Appendix D because supervision occurs during the regular work day.

8. If two people are sharing the mentoring responsibilities of a single mentee, each will be paid one-half of the stipend.

ARTICLE XIII – EVALUATION

- A. The evaluation of the work of all professional employees is the responsibility of the Clare-Gladwin Regional Education Service District Administration.
- B. Work performance of all non-tenure and probationary employees (other than probationary teachers) may be evaluated in writing at least once a year, and no later than May 31 of each year with observations completed by April 30 of each year. Failure to file a written evaluation shall be evidence of effective job performance. Probationary employees (other than probationary teachers) shall be evaluated at least once a year for the first five years of employment.
- C. All observations of the work performance of non-tenure and probationary employees (excluding probationary teachers), when applicable, shall be conducted openly and with full knowledge of the employee.
- D. A copy of the written evaluation shall be submitted to the non-tenure or probationary employee (excluding probationary teachers) at the time of the evaluation or prior to the employee's last day of work before summer break, and the employee shall have the opportunity to review the evaluation report and to add a statement of disagreement if such disagreement exists. Evaluations will be based on supportable, identified criteria which pertain to job performance.
- E. A tool for the evaluation of non-tenure and probationary employees (excluding probationary teachers) of the various disciplines shall be developed cooperatively between the Clare-Gladwin Regional Education Service District Administration and a representative of the discipline being evaluated. For employees not rated on MDE-required forms, the tool for evaluation shall be provided to employees for review within the first 30 school days. This includes the content areas and forms provided to local administrators regarding the employee's performance.
- F. Each evaluation of a non-tenure or probationary employees (other than a probationary teacher) shall be followed by a personal conference between the employee and his/her evaluator for purposes of clarifying the written evaluation report.
- G. If an evaluator finds a non-tenure or probationary employee's (other than a probationary teacher) performance lacking, the reasons shall be set forth in writing. The employee shall be offered positive and constructive assistance via an Individual Development Plan (IDP) in an effort to resolve the problem or deficiency.
- H. Each non-tenure and probationary employee (other than a probationary teacher) upon his/her employment shall receive a copy of his/her job description and the evaluation form, which shall be discussed with him/her.

ARTICLE XIV - LAYOFF & RECALL

- A. In the event of lay-off and after the Board has determined the programs and/or services to be reduced, the following procedure will be used: (Programs/services are defined as discipline, such as speech language pathologists, school psychologists, etc.).
1. Probationary non-tenure employees shall be laid off first and the following criteria shall be used: certification, authorization, licensure, or approval and then seniority.
 2. If there are further reductions, then non-probationary non-tenure employees shall be laid off. The following criteria shall be used: certification, authorization, licensure, or approval and then seniority.
 3. "Seniority" shall be defined as continuous service since last date of hire. However, seniority for employees working less than full time shall be prorated on an hours worked basis. Administration and Federation will attempt to resolve placement on the seniority list when two people are hired the same day for the same position. When two people with identical qualifications for the same position are hired on the same day, position on the seniority list shall be determined by lottery.

Administration will publish the seniority list by employees' first work day of each school year and send it to the President of the Federation. The President will have thirty (30) days after receipt of the seniority list in which to review the list and suggest corrections. After those thirty days, the list becomes valid. The only times the list will be updated thereafter will be when there are reductions in personnel.

An employee shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.

- B. Any non-tenure or probationary employee (other than a probationary teacher) on lay-off shall be recalled in inverse order of lay-off providing he/she is certified (or authorized, approved, or licensed, as is applicable) and qualified for the vacancy.
1. The Board shall give written notice of recall from lay-off by sending an email and a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in home or email address. The employee's email and residential address as they appear on the Board's records shall be conclusive when used in connection with lay-offs, recall, or other notice to the employee. The employee shall report for duty on the date specified in the recall notice, which will be not less than fifteen (15) school days from the date the recall notice is issued. If the employee is under a conflicting employment contract at the time of the recall, the employee shall return to work as soon as legally possible but not later than the commencement of the following school year. Failure to do so shall result in loss of seniority.
 2. If any employee fails to notify the District of his/her intent to return twenty (20) calendar days from date of sending of the recall notice or fails to report to work on the date specified in the recall notice, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit and shall thereby terminate his/her

individual employment contract and any other employment relationship with the Board.

- C. Notice of lay-off or work reduction must be given to a non-tenured or probationary employee (other than a probationary teacher) sixty (60) calendar days prior to being laid off, except in cases where the Board would not have known of the need for lay-off sixty (60) calendar days in advance.
- D. The Board will make non-tenured or probationary employees (other than probationary teachers) who are laid off aware of any vacancies in their field, of which the Board is aware at the time of lay-off.

ARTICLE XV - VACANCIES, PROMOTIONS, TRANSFERS

- A. The Board recognizes that it is desirable in making assignments of non-tenured or probationary employees (other than probationary teachers) to consider the interests and aspirations of its employees.
- B. Requests by an employee for transfer to a different building, district, or position shall be filed with the Superintendent and Supervisor and one copy shall be filed with the Federation.
- C. The applications shall set forth the reasons for the transfer, the building, district, or position sought, and the applicant's qualifications. Such requests shall be reviewed once each year by the Superintendent, or his/her Designee, to assure active consideration.
- D. An involuntary transfer of a non-tenured or probationary employee (other than a probationary teacher) will be made only in case of emergency or to prevent undue disruption of the professional service. The Superintendent shall notify the affected employee in writing and the employee may notify the Federation for the reasons for such transfer.
- E. A "vacancy" shall be defined for purposes of this contract as a position that is open and was previously held by an employee or when a new position covered by this Agreement is created.
- F. The Federation recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing professional services. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year.
- G. Whenever a vacancy occurs the Superintendent shall have posted notice of same via email and notice shall not be mailed to placement bureaus sooner than it is posted. The summer position(s) shall be a separate position(s) posted annually and shall be regarded as extra pay for an extra duty assignment. The Bargaining Unit Member(s) who hold the position(s), during the regular school year shall be offered the summer position(s). If that member(s) refuses the position(s), the position(s) shall be offered, in order of seniority, to the Bargaining Unit Member(s) who request the position(s). Bargaining Unit Member(s) shall be compensated as per the Master Agreement. If no certified/qualified Bargaining Unit Member(s) requests the position(s), the manner in which the position(s) is filled will be at the discretion of the Board.
- H. Whenever vacancies occur during the summer, the following procedures shall be followed:

1. Employees within that specific program will be notified by the Superintendent (or his/her Designee) through e-mail of the vacancy.
 2. Employees so notified shall have the responsibility of contacting the Superintendent (or his/her Designee) through e-mail indicating their interest in said position.
- I. Federation members interested in a given vacancy must apply in writing within five (5) working days from the date of posting notice of said vacancy.
 - J. The Board may hire, outside of the union, personnel in positions covered by this contract if the positions are part-time up to two days per week and after ample posting and advertising. Any position of more than two days per week would require a Letter of Agreement if the person were to be hired outside of the union.

ARTICLE XVI - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the RESD program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations.
- B. The Federation, or any employee within the Federation, agrees that it or he/she will not, during the period of this Agreement, engage in any illegal strike.
- C. Nothing in this Agreement shall require the Board to keep the schools open in the event of severe inclement weather or when otherwise prevented by health hazard or Act of God.
- D. When a constituent district or the Area School closes because of an Act of God Day, then the Clare-Gladwin Regional Education Service District professional employee scheduled to be at that district is not required to report to work. If, or when, the constituent district or Area School is required by state law to make up the Act of God Day, the professional employee shall reschedule his/her services to the district for that day, without additional compensation.

In general, the following guidelines will be used to determine delays and closings, but an updated memo will be sent to staff each fall.

CLOSINGS: The *Area School* will close when the three districts with the highest number of students attending the Area School close. (Most years, this is Farwell, Gladwin, and Harrison.) If one of the above three districts stays open but the other four districts close, the Area School will close. The *Career Center* will close if at least four of our five districts close.

On very rare occasions, the Superintendent may make an exception to the above two rules.

CTE and SPECIAL EDUCATION STAFF IN TWO DISTRICTS: If an employee's schedule is split between two districts on a day when there are school closings and/or delays, the employee is expected to report to work, even for a partial day, if one of the districts he/she is scheduled to be in is open. An exception is if the employee is

scheduled to work in the open district for less than two hours, then the employee does not need to report. However, the employee must let the district know he/she will not be reporting.

RELATED SERVICES and ITINERANT STAFF BASED AT AREA SCHOOL: Employees should follow the schedule for the district they are scheduled to work in that particular day.

EARLY CHILDHOOD STAFF BASED AT CENTRAL OFFICE: Employees should follow the Area School schedule.

YOUR DECISION: If employees ever feel the weather conditions may be too dangerous for them to travel to work, they must use the following procedure.

1. Call their supervisor prior to their report time and let him/her know they won't be reporting to work due to weather conditions.
2. Indicate on monthly log they are taking the time as personal time. (Lost time may be appropriate if the employee is on Family Medical Leave.)

All leave days are prorated for part-time employees and for employees who do not work a full school year.

ARTICLE XVII – SICK, BEREAVEMENT, PERSONAL LEAVE and LEAVES OF ABSENCE

The number of days that employees meet pupils in a school year are limited, and therefore every effort should be made to preserve them. A contract assumes full service except for necessary absences as covered by leave policies defined in this contract. In event of absences not covered by this or any other leave and absence policy of the Board, the deduction from the employee's salary shall be figured at the daily rate as defined in Article XIX.

Sick Leave

- A. Employees will be provided with 87 hours sick leave on the first day of the new school year. Sick leave will be prorated for part-time employees and for employees who do not work a full school year. For employees who exceed the maximum accumulated amount of 942.5 hours, the 87 hours will be added at the beginning of each school year. At the end of each school year, the accumulated amount will revert back to the maximum 942.5 hours or the actual amount of remaining accumulated sick leave, whichever is less.

The unused portion of an employee's sick leave days shall accumulate from year to year to a maximum of 942.5 hours. An individual's personal sick days may be taken for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The employee may use all or any portion of his/her leave to recover from any of his/her own illness or disability.
2. Deaths Other Than Immediate Family – The employee may take one (1) day per death to attend the funeral of any person. Said day shall be charged as an employee personal sick day. Additional days may be approved by the Superintendent or Designee.
3. Medical or Nursing Care - The employee may take one (1) day to make arrangements for medical or

nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, mother, father, brother, sister or children. Additional days may be approved by the Superintendent or Designee.

4. Illness in the Immediate Family - Immediate family shall be defined as spouse, mother, father, children.
- B. The Board shall furnish each employee with a written statement at the beginning of each school year indicating the total sick leave accumulation.
- C. An employee who is unable to work because of personal illness or 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 request of the employee and approval by the Board of Education.
- D. When an employee is absent due to injury or illness incurred in the course of the employee's employment the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Disability Compensation Act for the duration of such absence, with a prorated deduction from accumulated sick leave for each day absent.

Before an employee may return to work, he/she must have a written release from the treating physician. If the employee is placed on restricted duty, a written statement from the treating physician describing any restrictions must be submitted. When the employee is returned to full duty, a written release from the treating physician indicating that the employee is capable of performing essential job functions must be submitted.

- E. Employees shall notify their immediate supervisor, in writing in advance, if they know they will be off work for three (3) or more consecutive days.

Bereavement Leave

Death in the Immediate Family - The employee may take a maximum of five (5) days per death. "Immediate family" shall be defined as spouse, mother, father, brother, sister, children, father-in-law, and mother-in-law. Additional days may be approved by the Superintendent. The five (5) bereavement days will not be charged against the employee's sick time, but additional days approved by the Superintendent will be charged against the employee's sick time. The length of each bereavement day is the same length as a normal workday for the employee.

The employee may take a maximum of two (2) days per death of a grandparent or grandchild not charged against the employee's sick time, but additional days approved by the Superintendent will be charged against the employee's sick time. The length of each bereavement day is the same length as a normal workday for the employee.

Personal Leave

- A. At the beginning of every school year each employee shall be credited with three (3) days to be used for the employee's personal business. A personal business day may be used for any purpose at the

discretion of the employee. Personal leave days shall be available for the practice of individual religious preferences.

- B. The length of each personal day is the same length as a regular workday for the employee. A personal day must be used in half-day increments.
- C. Any unused personal days will be rolled over into sick days at the end of the school year.
- D. The employee shall be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. Personal days will not be approved for the first and last days of the school year for staff or students or on scheduled Professional Development days with the exception of certain circumstances, like required court appearances, with Superintendent approval.
- E. The employee must notify his/her immediate supervisor at least two (2) days in advance except in cases of emergency. If there is an emergency, the employee must call or e-mail his/her immediate supervisor.
- F. It will be a violation of the contract to use these days for participating in illegal activities.

Jury Duty/Arbitration

- A. Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid his/her full salary. Once the employee receives per diem payment from the court system for jury duty, a copy of the pay stub received from the court system and a personal check payable to the RESD in the same amount as the per diem must be submitted to the Business Office. The reimbursement for mileage is kept by the employee.
- B. Any Federation member who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary.

Leaves of Absence

- A. Conditions and Definitions
 - 1. A leave is a Board granted absence to employees with provisions for certain rights and responsibilities before, during, and following such absences.
 - 2. Any leave granted will be with the understanding that it is a leave of absence from the Clare-Gladwin Regional Education Service District and not necessarily from a particular position. Every effort will be made to assign the non-tenure or non-tenure probationary employee to the same or a comparable position; however, non-tenure or non-tenure probationary employees will not be guaranteed their former assignment but will be placed in a comparable position. Comparable is defined as a position with an equivalent work schedule, for example, full time, half-time, .8 etc.
 - 3. No benefits will accrue to an employee during a leave except as otherwise stated herein, or as are provided to an eligible employee under the Family and Medical Leave Act.

4. A leave may be terminated before the normal expiration date by mutual agreement between the employee and the Board, except as provided under the Family and Medical Leave Act, which requires two business days notice.
5. Other leaves of absence may be granted by the Board.

B. Types of Leaves

1. Advanced Study: A leave of absence for up to one (1) year without pay may, upon the approval of the Superintendent, be granted for:
 - study related to the employee's licensed, certified or state approved field,
 - study to meet eligibility requirements for a license, certification or state approval other than that held by the employee, and
 - study, research, or a special service assignment involving probable advantage to the District.Upon return from such leave, an employee will be considered as if he/she were actively employed by the District during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
2. Sabbatical: Upon recommendation by the Superintendent, the District may grant leaves for professional growth for a period not to exceed one (1) year subject to the following conditions:
 - a) Written requests in a form acceptable to the Superintendent must be submitted to him/her no later than sixty (60) calendar days prior to the effective date of the leave unless acceptable to the District at a later date. Preference in granting such leave will be based upon both anticipated benefits to the District and length of service in the school system.
 - b) The employee has completed at least seven (7) consecutive years of service with the CGRESD.
 - c) Compensation will be paid at one-half (1/2) the annual salary rate for a full year's leave or one-quarter (1/4) of the annual salary rate for a semester's leave.
 - d) The employee will agree to return to employment in the District for one (1) full year in the event of a semester's leave or two (2) full years in event of a full year's leave. If an employee fails to return for the required time, he/she will be liable for repayment to the District of a proportionate amount of the leave pay received.
 - e) On return to the District the employee will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
 - f) No more than two (2) employees may be granted this leave per year.
3. Pre-Assignment: In areas where trained personnel are needed by the Board, the Board will post the position, the qualifications required, and the nature of the training required. The Board will, at its discretion, select a candidate from among the applicants, and if he/she is required by the Board to seek additional training he/she may have full salary and fringe benefits while he/she is training. Sections 2(d) and 2(e) above will also apply to such personnel.

4. Personal/Extended Health Leaves: Any employee whose personal illness extends beyond the period compensated will be granted a leave of absence not to exceed two (2) years upon proper application to the Board. (See Section 6 - FMLA)

The foregoing also may be granted for the purpose of caring for a sick member of the employee's family not to exceed one (1) year upon proper application to the Board. Both personal and extended health leaves may be extended by permission of the Board. Any leave granted shall be without pay, increment, or seniority. After an extended personal illness, the District may request that the employee present a doctor's statement from a physician certifying the employee's fitness to return to work.

Upon return from such leave, a non-tenure or non-tenure probationary employee will be assigned to the same position, if available, or to the first available position for which he/she is qualified and certified (or approved, authorized or licensed, as applicable).

Paternity leave for up to one year shall be granted in the same manner as maternity and child care leaves. When a personal/extended health leave is granted, the employee must work a minimum of 66% of their work schedule in a given school year to be granted a step on the salary schedule.

5. Government Service: The District may, upon approval of the Superintendent, grant a leave of absence without pay or increment to any employee campaigning for or in government service. Leaves under this section may be renewed upon request for a one (1) year period; additional requests for renewal will be considered by the District annually.
6. Family Medical Leave Act (FMLA): A thirty (30) calendar day advanced written notice of the need to take a family medical leave is required of foreseeable leaves.

An employee who has worked for the district for a period of at least twelve (12) months and who has worked at least twelve hundred fifty hours (1,250) hours during the twelve (12) month period before the leave is to start shall be granted up to twelve (12) work weeks of unpaid leave (provided it has been at least twelve (12) months since the last such leave), unless agreed upon by the District, for one of the following reasons:

- a) The birth or care of a new-born child.
- b) The placement of an adopted or foster child in the home.
- c) The care of a spouse, child or parent if such individual has a serious health condition.
- d) A serious health condition of the staff member, which disables him/her from performing the essential functions of his/her position. Such a condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice, or residential medical care facility or requires continuing treatment by a health care provider (M.D. or D.O.). Medical certification(s) may be required by the Board to support

the need for leave due to a serious health condition.

- e) When Family Medical Leave is to care for an injured or ill covered service member, an eligible employee may take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Leave to care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

- f) When leave is due to a “Qualifying Exigency”: An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable time. A “qualifying exigency” arising out of a covered family member’s spouse, son, daughter, or parent active duty or call to active duty in the United States Armed Forces, as defined by Federal regulations, includes:
 - short-notice deployment
 - military events and related activities
 - childcare and school activities
 - financial and legal arrangements
 - counseling
 - rest and recuperation
 - post-deployment activities
 - additional activities arising out of the covered family member’s active duty or call to active duty provided that the District and the employee agree to the leave, its timing and duration.

An employee requesting an approved leave of absence outlined in paragraph (f) above shall be required to use all accrued sick leave and/or personal leave concurrently with Family Medical Leave.

For purposes of the Family Medical Leave Act (FMLA), accumulated sick leave that is available to the employee may be substituted by the employee or the District, under this Article, for any unpaid FMLA leave due to the serious health condition of the staff member or of his/her immediate family, as defined in ¶ A(4) of this Article. In the case where the District employs both husband and wife, the total amount of family leave is twelve (12) weeks for the couple, when the leave is due to the placement of the employee's child, for the birth of their child, to care for their child after birth or placement, to care for a parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

An employee returning to work from FMLA leave shall be restored to his/her former position or to one that is equivalent in responsibility and compensation. Restoration to a teaching position for which the employee is certified (or approved, authorized or licensed, as applicable) and qualified constitutes return to an equivalent position for purposes of the Family Medical Leave Act. During a family medical leave, the Board shall maintain the employee's current coverage under the District’s health, insurance programs, provided the employee continues to pay any normal employee premium

contribution, as applicable, monthly.

Should the employee elect not to return to work at the end of FMLA leave, for reasons other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the District may deduct from any amounts owed the employee the health premiums paid by the District during the leave period.

The employee shall not accrue any sick leave or personal leave during any unpaid portion of leave under the Family Medical Leave Act.

ARTICLE XVIII - WORKING HOURS AND DAYS

A workday is defined as:

1. A day spent in a regular assignment with students.
2. A day spent in planning, recording, or performing duties related to the employee's ordinary responsibilities to the District.
3. A day spent, by mutual agreement between the Superintendent and employee, that promotes the efficiency of the District's function or image.
4. A day of absence specifically defined in this Agreement as an absence with pay.
5. A day of absence specifically defined in this Agreement as leave with pay.
6. Professional employees required to work a greater number of workdays shall receive their regular daily rate and those employees with fewer work days will receive a pro-rata reduction in their compensation.
7. Daily rate is defined as salary divided by contracted working days.
8. A workday for Clare-Gladwin RESD personnel shall be designed around the local/building serviced. Employees will either work 185 days at 7.25 hours per day (1,341.25 hours total) or 179 days at 7.5 hours per day (1,342.5 hours total) as determined by their supervisor.
9. Clare-Gladwin Area School professional staff will work during the lunch period on a rotating basis. The teaching staff is divided based on which lunch (first or second) their classroom has for the year. Non-classroom teacher(s) will be assigned to the lunch schedule as classroom teachers are assigned. In exchange for working through one or two lunch periods per week (as determined by the rotation schedule), Clare-Gladwin Area School teaching staff may leave ½ hour early on the last scheduled workday of the week for the school year.

If a teacher is absent on the last scheduled workday of any week, the teacher may leave ½ hour early either the day before or the next workday. This will be cleared with the Clare-Gladwin Area School

Principal.

10. Professional Staff Meetings: Staff shall remain after the close of the school day without additional compensation on one (1) day per month for up to forty-five (45) minutes to attend meetings called by their program supervisor and/or administrator. Such meetings shall last no longer than forty-five (45) minutes beyond the workday and shall begin no later than ten (10) minutes after the end of the workday. Staff may, if appropriate, place educational related items on the agenda. An agenda shall be available for staff 1 day prior to the meeting date.

If the program supervisor and/or administrator and the majority of the staff, as determined by secret ballot conducted within the first two (2) weeks of the school year by the Federation and administrator, prefer to hold any of these meetings before the workday begins, they may do so with all staff members required to attend. Similar procedures shall be followed for related services staff personnel meetings.

Once meetings are scheduled, the date and time of individual meetings may be changed by a majority vote of the staff. If a staff member has a conflict due to a change in the meeting date, the staff member shall not be required to attend the meeting.

11. The professional staff, as a whole, shall be granted a maximum of four (4) days per school year to chaperone students at State Special Olympic events. It is understood that these days shall be counted as regular days of service. There will be no reimbursement for time beyond the employee's regular school day. In the event transportation/meals are not provided, staff members will be reimbursed at current Clare-Gladwin RESD rates.

ARTICLE XIX - TRAVEL AND MILEAGE

- A. Mileage traveled in the performance of duties shall be reimbursed at the IRS rate. In the event a higher rate is paid to Regional Education Service District employees, that same rate shall apply effective immediately to all bargaining unit members.
- B. Starting from the employee's home base or the Regional Education Service District Office, if required, all miles traveled to expedite the performance of the employee's job and return to his/her base of operation or the Regional Education Service District Offices shall be considered reimbursable miles.
- C. Travel to and from administratively approved or required conferences shall be computed separately from the daily performance mileage. In the event that professional employees attend the same conference, the Regional Education Service District shall reimburse a maximum of one automobile per three (3) attendees for the identified conference. Exceptions to this should be approved prior to the conference by the appropriate administrator.
- D. Mileage between points within the Regional Education Service District shall be established and agreed upon by the Board of Education and the Federation.

- E. Instructions for preparation of the monthly log, as printed on the mileage voucher, shall be followed and the voucher shall be completed and signed by the professional employee before submitting to the appropriate supervisor.
- F. The Board of Education reserves the right to limit total miles traveled.

ARTICLE XX - COMPENSATION SCHEDULE

Salary and benefits are prorated for part-time employees and for employees who do not work a full school year.

- A. Official transcripts, degrees and/or certificates or other official documentation must be submitted and recorded with the Regional Education Service District Business Office upon employment. The Superintendent shall have the discretion to award years of credit equivalent to the years of professional education/work experience a new employee has had elsewhere for consideration on the salary schedule. In cases where related non-school employment is of value to the school district, the Superintendent may grant some experience credit.
- B. Salary will be paid on alternate weeks in accordance with the Regional Education Service District schedule (21 or 26 pays). In fiscal years when there are 27 pay cycles between July 1 and June 30, there will be 21 or 27 pays.
- C. On termination of employment, the employee shall be paid all salary due on the next payroll date upon completion of the exit interview with the Superintendent (or Designee).
- D. For advancement to the next column on the salary scale, i.e. MA to MA+30, the employee must have secured prior approval for coursework in order for the credits to be counted. Prior approval will be documented on the Credit Pre-Approval Form in Appendix C. Superintendent approval will be based on the following criteria:
 - Is the course content relevant to the employee's current position?
 - Is the course content relevant to another position in the organization which the employee is pursuing?
 - Is the institution providing the coursework accredited and by whom?

The following are deadlines for submission of the Credit Pre-Approval Form:

- For courses being taken in the fall – August 1
- For courses being taken in the winter – December 1
- For courses being taken in the summer – May 1

A salary schedule change will be effective at the beginning of the school year following the date of completion of the requirements as shown on the official college transcript or other official documentation indicating satisfactory completion of coursework at the graduate level, in a planned program, or an undergraduate course, if appropriate. Satisfactory completion is defined as a grade of B or better.

For a salary change to be effective retroactively to the beginning of the school year, all documentation must be received by the Business Office by November 1 of that year.

- E. Those individuals working less than the regular schedule will receive their prorated salary on the appropriate step of the salary schedule for which they are qualified. In addition, all other fringe benefits will be prorated on the same basis. No benefits shall be paid to those employees who work fifteen (15) hours or less per week.
- F. CTE Instructors without a teaching certificate that includes a vocational endorsement and under an annual authorization shall be paid at 90% of the BA level step. Each year, documented progress must be made toward earning a Standard CTE Certificate in the area in which the instructor is teaching. Progress documentation may include college transcripts or grade reports, evidence of professional development (sign-in sheet, agenda, etc.), and other documentation approved by the CTE Director and Superintendent.
- G. Certified Occupational Therapy Assistants, Physical Therapy Assistants, etc. shall be paid at 90% of the BA level appropriate step.

H. Health Insurance

- 1. The Board retains the right to name all insurance carriers. Changes in benefit specifications are subject to discussion by the insurance committee. Said committee shall consist of the Superintendent and/or their Designee, one Board Member, the Federation President and/or Designee, and one Federation Member. Should this committee not arrive at an agreement, the Board retains the right to implement the insurance benefit and formula as outlined in the contract.
- 2. The District accepts full responsibility for the medical benefit plan costs up to the state-approved hard caps that are effective as of July 1 of the contract year under Public Act 152. Employees will be responsible for the difference between the medical benefit plan costs and the limits through payroll deduction. The following state-approved hard caps, adjusted each year per the state, will be paid for 2018-2019:

\$17,892.36 for full family
\$13,720.07 for two-person
\$ 6,561.52 for one-person

The state-approved hard caps established for 2019-2020 and 2020-2021 will be paid by the district in 2019-2020 and 2020-2021 respectively.

For employees not taking District health insurance but insured by another healthcare plan, the cash in lieu of insurance will be \$250.00 per month through June 30, 2021. The employee is required to submit proof of healthcare coverage to be eligible for the cash in lieu payment.

- 3. 125 Plan – The Clare-Gladwin Regional Education Service District Board of Education will implement a 125 Plan permitting a voluntary salary reduction to be applied to the portion of insurance premium, medical reimbursement, and child care for which the employee is responsible. The payment plan shall be implemented upon execution of this Agreement, and is intended to remain in effect the life of this Agreement and thereafter at the discretion of the Clare-Gladwin Regional Education Service District Board of Education. Election to participate will be based on individual Federation members

executing and filing a salary reduction agreement as required by the Clare-Gladwin Regional Education Service District Board of Education. The Clare-Gladwin Regional Education Service District Board of Education may change, amend, or suspend the benefit plan if legislation or regulation alters, limits, or prohibits operation of such plan as currently permitted under the U.S. Internal Revenue Code of 1996, as amended.

- I. The District will pay for 80% of premiums for Dental Insurance. Employees will be responsible for 20% of premiums through payroll deduction.
- J. The District will pay for 80% of premiums for Vision Insurance. Employees will be responsible for 20% of premiums through payroll deduction.
- K. All insurance coverages are offered subject to the rules, regulations and policy of the agreed upon insurance carrier. Upon acceptance by the agreed upon insurance carrier of the written application of the employee, the Board shall provide premium payments on behalf of the eligible employee for insurance coverage as provided in this Article. It is understood that the Board's obligation to provide the insurance coverages as required in this Article is limited to coverage through the agreed upon insurance carrier.
- L. When the occasion arises to establish a bargaining unit position due to the approval of a state or federal grant to be carried out during the regular school year and the salary allocated by the grant does not comply with the normal salary, a committee shall be established to determine approval and deviation from the salary schedule. The committee shall consist of two members of each negotiating team and agreement must be unanimous.
- M. Summer employment funded by state or federal grants will not be subject to the normal salary schedule. Summer employment shall be defined as volunteer employment beyond an individual's regular school year and shall be considered extra pay for an extra duty assignment for which a separate contract will be issued. Notice of such position shall be in accordance with Article XVI, Section E. Bargaining unit applicants shall be offered such positions before non-bargaining unit members. Such positions shall be awarded on the basis of seniority and the person must be certified or state approved.

ARTICLE XXI – SEVERANCE PAY

In the case of death or retirement, provided the employee has ten (10) years of service in the District, any unused sick leave shall be paid in a lump sum to the employee or his/her beneficiary designated in writing by the employee. Such payment shall be computed by multiplying the number of unused sick days multiplied by fifty percent (50%) multiplied by the employee's daily rate of pay at the time of death or retirement. Such payment shall not exceed two thousand five hundred dollars (\$2,500).

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A “grievance” is defined as an alleged violation of a specific Article or section of this Agreement. “Grievant” shall be defined as the local Federation and/or employees in this bargaining unit. If any such

grievance arises, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures stated below.

Before a grievance can be filed, however, both parties involved shall informally discuss the situation to be certain there has been a violation of any provision of this contract, or to ascertain if there is a disagreement as to a violation of any provision of this contract. Said informal conference shall be held within ten (10) workdays of the occurrence or the time the individual should have had knowledge of the occurrence, or, at the subsequent monthly AFT/administration communication meeting.

- B. If the grievance is not resolved through the informal conference outlined above, the grievant must invoke formal grievance procedure on the form set forth in the Appendix, signed by the grievant and/or representative of the Federation, and it must be filed within ten (10) workdays of the decision at the informal conference. A copy of the form shall be delivered to the supervisor involved and to the Federation. If the grievance involves more than one building, it may be filed with the Superintendent or a representative designated by him/her.
- C. Within ten (10) workdays of receipt of the grievance, the supervisor shall meet with the Federation President (or his/her Designee) and the involved employee(s) (if requested by either the Federation or the District) in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Federation and to the grievant.
- D. If the Federation is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) workdays of such meeting [or twenty (20) workdays from date of filing, whichever shall be later] the grievance may be transmitted to the Superintendent. If the Federation does appeal the grievance to the Superintendent within the time limits prescribed, there shall be a written report signed by the President of the Federation stating exactly why the disposition of the grievance was not satisfactory together with any and all information the Federation has connected with the grievance.
- E. Within ten (10) workdays the Superintendent or his/her Designee will meet with the Federation on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) workdays of such meeting and shall furnish a copy thereof together with any and all information the Superintendent has connected with the grievance to the Federation.
- F. If the Superintendent's decision is unsatisfactory to the Federation, the Federation shall within ten (10) workdays of the decision appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Secretary of the Board.

Within twenty (20) workdays from receipt of grievance, the Board shall allow the grievant and/or his/her Federation representative an opportunity to be heard at a hearing scheduled to discuss the grievance. (The hearing may be opened or closed at the option of the grievant if it involves discipline, evaluation, or medical information.)

Within twenty (20) workdays from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided

however, that in no event except with express written consent of the Federation, shall final determination of the grievance be made by the Board more than twenty (20) workdays after the initial hearing. Copies of the written decision shall be forwarded to the Superintendent, Director, or Supervisor for the program in which the grievance arose, the grievant, and the Secretary, Grievance Chairperson or President of the Federation.

- G. If a satisfactory disposition of the grievance is not made as a result of Paragraph F, the Federation may, by written notice to the Superintendent, submit the grievance to arbitration within fifteen (15) workdays from the last date provided for in Paragraph F.
1. Within ten (10) workdays after such written notice and the submission to arbitration, the Superintendent and the Federation will attempt to agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by the Federation. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. All arbitration proceedings conducted under the Grievance Procedure shall be in accordance with the provisions of the Michigan Uniform Arbitration Act.
 2. The arbitrator so selected will hear the matter promptly and will issue his/her decisions not later than thirty-five (35) workdays from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
 3. The arbitrator shall not modify the express terms of this Agreement. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement.
- H. If any individual employee has a personal complaint, which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and opportunity for a Federation representative to be present, nor shall any adjustments of a grievance be inconsistent with the terms of this Agreement.
- I. Any time period in this Article may be extended by mutual written agreement of the parties involved.
- J. Both parties strongly agree there is joint responsibility to meet all time limits prescribed herein.
- K. "Workdays" for the purpose of this Article shall be regular workdays during the regular school year, except if a school year ends before a grievance is resolved or the grievance occurs in the summer. In these cases, weekdays when the District's central administrative office is open will be counted to establish time limits.

GRIEVANCE FLOW CHART

1. Violation occurs or grievant should have had knowledge
↓ 10 days or subsequent Monthly Meeting
2. Informal discussion
↓ 10 days
3. Formal grievance – Copy of grievance paperwork to Supervisor and Federation Grievance Officer
↓ 10 days
4. Supervisor meets with Federation President or Designee
↓ 10 days
5. Supervisor indicates disposition
↓ 10 days or 20 days from filing, whichever is later
6. Grievance may go to Superintendent; written report stating why disposition not satisfactory with all information
↓ 10 days
7. Superintendent meets with Federation
↓ 10 days

8. Superintendent indicates his/her disposition of grievance in writing with all information
↓ 10 days
9. Appeal **by Federation** to the Board of Education
↓ 20 days
10. Board shall allow grievant and/or representative opportunity to be heard at hearing scheduled to discuss grievance (opened or closed at discretion of grievant)
↓ 20 days
11. Board renders its decision; copies of written decision to Superintendent, director/supervisor, grievant and Grievance Officer of Federation
↓ 15 days
12. Submit grievance for arbitration **(Federation only)**
↓ 10 days
13. Superintendent and Federation agree to mutually acceptable arbitrator.

APPENDIX A

GRIEVANCE REPORT FORM

Grievance # _____ School District Distribution of Form

GRIEVANCE REPORT
Submit to Supervisor in Duplicate

- 1. Superintendent
- 2. Supervisor
- 3. Federation
- 4. Employee

Building	Assignment	Name of Grievant	Date Filed
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STEP I - Sections B - C

1. Date Grievance Occurred _____

2. Statement of Grievance _____

3. Relief Sought _____

Signature of Grievant Date

4. Disposition by Supervisor _____

Signature of Supervisor Date

GRIEVANCE REPORT FORM – Page 2 of 3

5. Position of Grievant and/or Federation _____

Signature Date

STEP II - Section D

1. Date Received by Superintendent or Designee _____

2. Disposition of Superintendent or Designee _____

Signature Date

3. Disposition of Federation _____

Signature Date

STEP III - SECTION E

1. Date Received by Board of Education or Designee _____

2. Disposition by Board of Education _____

Signature Date

GRIEVANCE REPORT FORM – Page 3 of 3

3. Position of Federation _____

Signature

Date

STEP IV - SECTION E

1. Date Submitted to Arbitration _____

2. Disposition & Award of Arbitrator _____

Signature

Date

If additional space is needed in reporting section, utilize space below and attach additional sheets.

APPENDIX B
2018-2019
Salary Schedule

Raise %	1.015							
	Step	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>BA+45</u>	<u>MA+30</u>	<u>MA+45</u>	<u>Non</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>9</u>	<u>11</u>
1.000	0	37,793	39,008	40,219	41,433	42,648	43,863	34,014
	0.5	38,643		41,124		43,608	44,850	34,779
1.045	1	39,494		42,029		44,568	45,837	35,544
	1.5	40,344		42,934		45,527	46,824	36,310
1.090	2	41,194		43,839		46,487	47,811	37,075
	2.5	42,044		44,744		47,446	48,798	37,840
1.135	3	42,895		45,649		48,405	49,785	38,606
	3.5	43,745		46,554		49,365	50,772	39,371
1.180	4	44,595		47,459		50,325	51,759	40,136
	4.5	45,446		48,364		51,284	52,745	40,901
1.225	5	46,296		49,269	50,756	52,244	53,732	41,667
	5.5	47,146		50,174	51,688	53,204	54,719	42,432
1.270	6	47,996		51,079	52,621	54,163	55,706	43,197
	6.5	48,847		51,984	53,553	55,123	56,693	43,963
1.315	7	49,697		52,889	54,485	56,083	57,680	44,728
	7.5	50,548		53,793	55,417	57,042	58,667	45,493
1.360	8	51,398		54,698	56,350	58,001	59,654	46,259
	8.5	52,248		55,603	57,282	58,961	60,641	47,024
1.405	9	53,099		56,508	58,214	59,921	61,628	47,789
	9.5	53,854		57,312	59,043	60,774	62,505	48,469
1.445	10	54,610		58,117	59,871	61,627	63,383	49,149
	10.5	55,366		58,921	60,700	62,480	64,260	49,830
1.485	11	56,121		59,726	61,528	63,333	65,137	50,510
	11.5	56,878		60,530	62,357	64,186	66,014	51,191
1.525	12	57,634		61,334	63,186	65,038	66,892	51,871
	12.5	58,389		62,139	64,015	65,891	67,769	52,551
1.565	13	59,145	61,048	62,943	64,843	66,744	68,645	53,232
	13.5	59,901	61,828	63,748	65,672	67,597	69,523	53,912
1.605	14	60,657	62,608	64,552	66,501	68,451	70,400	54,592
	14.5	61,035	62,999	64,954	66,915	68,877	70,839	54,932
1.625	15	61,413	63,389	65,357	67,329	69,303	71,277	55,272
	15.5	61,791	63,779	65,759	67,744	69,730	71,716	55,612
1.645	16	62,169	64,169	66,161	68,158	70,157	72,155	55,953
	16.5	62,547	64,559	66,563	68,572	70,583	72,594	56,293
1.665	17	62,925	64,949	66,966	68,987	71,009	73,032	56,633
	17.5	63,303	65,339	67,368	69,401	71,436	73,471	56,973
1.685	18	63,680	65,729	67,770	69,815	71,862	73,909	57,313
	18.5	63,822	65,876	67,920	69,971	72,022	74,074	57,440
1.693	19	63,964	66,022	68,071	70,126	72,182	74,238	57,568

**2019-2020
Salary Schedule**

Raise %	1.015							
	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>BA+45</u>	<u>MA+30</u>	<u>MA+45</u>	<u>Non</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>9</u>	<u>11</u>
1.000	0	38,360	39,593	40,822	42,054	43,288	44,521	34,524
	0.5	39,223		41,741		44,262	45,523	35,301
1.045	1	40,086		42,659		45,237	46,525	36,077
	1.5	40,949		43,578		46,210	47,526	36,854
1.090	2	41,812		44,497		47,184	48,528	37,631
	2.5	42,675		45,415		48,158	49,530	38,408
1.135	3	43,538		46,334		49,131	50,532	39,185
	3.5	44,401		47,252		50,105	51,534	39,962
1.180	4	45,264		48,171		51,080	52,535	40,738
	4.5	46,127		49,089		52,054	53,537	41,515
1.225	5	46,990		50,008	51,517	53,028	54,538	42,292
	5.5	47,853		50,927	52,464	54,002	55,540	43,068
1.270	6	48,716		51,845	53,410	54,975	56,542	43,845
	6.5	49,579		52,764	54,356	55,950	57,543	44,622
1.315	7	50,442		53,682	55,302	56,924	58,545	45,399
	7.5	51,306		54,600	56,249	57,898	59,547	46,176
1.360	8	52,169		55,518	57,195	58,871	60,549	46,953
	8.5	53,032		56,437	58,141	59,845	61,551	47,729
1.405	9	53,895		57,356	59,087	60,820	62,552	48,506
	9.5	54,758		58,275	60,032	61,895	63,554	49,283
1.445	10	55,621		59,194	61,077	62,964	64,556	50,060
	10.5	56,484		60,113	62,122	64,039	65,558	50,837
1.485	11	57,347		61,048	63,177	65,112	66,560	51,614
	11.5	58,210		62,083	64,232	66,186	67,562	52,391
1.525	12	59,073		63,098	65,287	67,260	68,564	53,168
	12.5	59,936		64,013	66,342	68,334	69,566	53,945
1.565	13	60,799	61,964	65,028	67,397	69,408	70,568	54,722
	13.5	61,662	62,827	66,043	68,452	70,482	71,570	55,499
1.605	14	62,525	63,690	67,058	69,507	71,556	72,572	56,276
	14.5	63,388	64,553	68,073	70,562	72,630	73,574	57,053
1.625	15	64,251	65,416	69,088	71,617	73,694	74,576	57,830
	15.5	65,114	66,279	70,103	72,672	74,758	75,578	58,607
1.645	16	65,977	67,142	71,118	73,727	75,822	76,580	59,384
	16.5	66,840	68,005	72,133	74,782	76,886	77,582	60,161
1.665	17	67,703	68,868	73,148	75,837	77,950	78,584	60,938
	17.5	68,566	69,731	74,163	76,892	79,014	79,586	61,715
1.685	18	69,429	70,594	75,178	77,947	80,078	80,588	62,492
	18.5	70,292	71,457	76,193	79,002	81,142	81,590	63,269
1.693	19	71,155	72,320	77,208	80,057	82,206	82,592	64,046

Notes:

- As current employees advance on the salary scale, the BA+15 and BA+45 columns will continue to be deleted. For employees currently in those columns, they will continue to advance in those columns until

they move over a column. The MA+30 and MA+45 columns require a Master's degree.

- In 2018-2019, employees will receive a full step. For example, a person on step 5 for the 2017-2018 school year will move to step 6 for the 2018-2019 school year. A person on step 3.5 for the 2017-2018 school year will move to step 4.5 for the 2018-2019 school year.
- In 2019-2020, employees will receive a full step. For example, a person on step 6 for the 2018-2019 school year will move to step 7 for the 2019-2020 school year. A person on step 4.5 for the 2018-2019 school year will move to step 5.5 for the 2019-2020 school year.
- Salaries for 2020-2021 will be negotiated at a later date.

Merit Pay: Annual merit pay equal to .25% of the starting salary in each column will be paid to non-tenure and non-tenure probationary employees who:

- 1) are evaluated as "effective" or "highly effective"
AND
- 2) use five or fewer sick days within the school year.

There will not be any merit pay for employees who meet just one of the two criteria above or none of the criteria above.

APPENDIX C
Clare-Gladwin Regional Education Service District
Credit Pre-Approval Form

This form must be completed and submitted to the Superintendent's office prior to your enrollment in order for the courses you complete to be credited toward your progress on the salary schedule. The following are deadlines for submission of this form: Fall Courses – August 1; Winter Courses – December 1; and Summer Courses – May 1.

 Employee's Name

 Date

I am requesting approval to take the following course(s) to use toward advancement on the salary schedule:

Course Number and Title	Institution/State	# of Semester Hours	Date to be Completed

Credit hours earned in the above listed courses(s) will be approved for salary purposes upon presentation of university or college transcript indicating a grade of B or better in the course.

Courses must be from an accredited college or university. The course(s) must be either relevant to the employee's current assignment or be an approved course which is part of a planned program leading to an advanced degree in an educational field that will benefit the organization. If an employee has a Bachelor's Degree, courses must be graduate level.

1) The above named institution is accredited by:

____ NCATE (National Council for Accreditation of Teacher Education)

____ TEAC (Teacher Education Accreditation Council)

____ AACTE (American Association of Colleges for Teacher Education)

____ NCA (Higher Learning Commission)

____ The State Department of Education in which the college/university is located.

2) I am currently in column _____ on the salary scale and taking credits to move towards column _____. According to my records, this move can occur upon successful completion of _____ (specify number) pre-approved credit hours or degree completion.

3) This course is part of a planned program leading to an advanced degree. The degree I'm pursuing is

_____.

 Employee Signature

 Date

 Supervisor Approval

 Date

 Superintendent Approval

 Date

APPENDIX D

**MENTORING AND SUPERVISION FOR SPEECH AND LANGUAGE PATHOLOGISTS
AND SCHOOL SOCIAL WORKERS**

Combination Mentoring and Supervision - SLP and SSW				
SLP				\$19/hour will be paid to Mentor/Supervisor for each hour worked
	Mentoring	Supervision	Total	
Year 1	20 Hours	16 Hours	36 Hours	
Year 2	10 Hours			
Year 3	10 Hours			
Both mentoring and supervision time must meet standards for Clinical Fellowship the first year				
SSW				\$19/hour will be paid to Mentor/Supervisor for each hour worked
	Mentoring	Supervision	Total	
Year 1	20 Hours	16 Hours	36 Hours	4 hours/month each school year
Year 2	10 Hours	26 Hours	36 Hours	
Year 3	10 Hours	26 Hours	36 Hours	
Both mentoring and supervision time must meet LARA standards all 3 years				
LARA standard of 4000 hours earned after 3 years				
7.5 Hour Workday x 179 Days/Year x 3 years = 4027.5 Hours				

WITNESS – DURATION


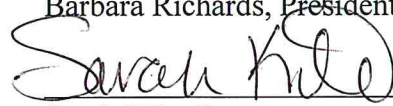
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on June 20, 2018.

This Agreement shall be effective July 1, 2018 to June 30, 2021. Salaries will be negotiated for 2020-2021.


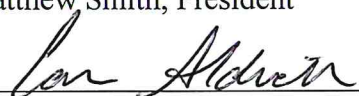
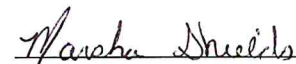
CGEF/AFT Negotiating Team: Corrie Aldrich, Marsha Shields, and Matthew Smith

Board Negotiating Team: Barbara Richards, Sheryl Presler, Shay Anderson, Marty Combs, Elaine Reinke and Deborah Snyder

**BOARD OF EDUCATION
CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT**

BY  8/28/18
Barbara Richards, President Date
 9/10/18
Sarah Kile, Secretary Date

CLARE-GLADWIN EDUCATION FEDERATION/AFT - Michigan

BY  9-27-2018
Matthew Smith, President Date
 9-27-18
Corrie Aldrich, Negotiation Team Date
 9-27-18
Marsha Shields, Negotiation Team Date