

**AGREEMENT**

**BETWEEN**

**GRATIOT-ISABELLA  
REGIONAL EDUCATION SERVICE  
DISTRICT**

**AND**

**GRATIOT-ISABELLA RESD  
PROFESSIONAL ASSOCIATION,  
MEA/NEA**

**JULY 1, 2011 – JUNE 30, 2012**

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## **AGREEMENT**

This Agreement entered into this 1st day of July, 2011, is between the Gratiot-Isabella RESD Professional Education Association, MEA/NEA, hereinafter called the "Association" and the Gratiot-Isabella Regional Education Service District, hereinafter called the "Board".

## **PREAMBLE**

The Board and the Association have a statutory obligation pursuant to the Public Employment Relations Act to bargain with respect to hours, wages, terms and conditions of employment, and it is agreed as follows:

## **ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all full-time and regular part-time Michigan State Board of Education certificated special education teachers, Department of Education approved teacher consultants, school social workers and school psychologists, occupational therapists, physical therapists, recreational therapists, behavioral therapists, and speech and language therapists employed by the Gratiot-Isabella Regional Education Service District.

Excluded from the bargaining unit are all other employees.

- B. The term teacher when used herein shall refer to all employees represented by the Association in the bargaining unit as above defined. Furthermore, all references to teachers of one gender shall also refer to teachers of the other gender.

## **ARTICLE II - BOARD RIGHTS**

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. 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 RESD, its facilities, equipment and its operations and to direct its working forces and affairs.
  2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the personnel.

3. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote or transfer the work force and lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees and if necessary, include physical and mental health examinations by mutually agreed to medical personnel, 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 source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, and amount of supervision and structure of organization.

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

### **ARTICLE III - ASSOCIATION RIGHTS**

- A. The Association has the privilege of using Board owned or leased facilities at reasonable hours for meetings. Written request for such use shall be submitted in advance to the Superintendent or his designee for his approval. When such use results in additional cost to the Board, such cost will be billed to the Association.
- B. Duly authorized representatives of the Association will be permitted to transact official business on Board owned or leased property before and/or after the normal working day provided that this shall not interfere with or interrupt normal school operations. Upon arrival, such representatives of the Association shall notify the administration of their presence in the building.
- C. The Association has the privilege of using Board owned equipment at reasonable times, upon approval of the Superintendent or his designee. The Association shall be billed for the cost of all materials, supplies and repairs directly attributable to such use.

- D. The Board shall make available to the Association all public information.
- E. The Association may post notices of activities and matters of Association concern on bulletin board space designated by the Superintendent or his designee.
- F. The Association may use teacher mailboxes for communications.

#### **ARTICLE IV - DUES DEDUCTIONS & AGENCY SHOP**

##### **A. Service Fees**

Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
2. Pay a service fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The service fee shall not exceed the amount of union dues collected from union 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 Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

##### **B. Objections Policy**

Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Union 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-union 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 thereof, 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 article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

##### **C. Dues Deductions**

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining

unit member each month for ten (10) months, beginning in September and ending in June of each year.

D. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully employer-paid, Credit Union, savings bonds, charitable donations, MEA/NEA contributions or any other plans or programs jointly approved by the Union and the Employer.

E. Save Harmless

The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

### **ARTICLE V - TEACHING HOURS**

- A. The normal workday for classroom teachers shall be coterminous if the district building to which they are assigned has regular K-12 students. The normal workday for all other staff shall be seven (7) hours.

Teachers in the classroom programs where feeding lunch is a part of the instructional program will be allowed to eat lunch during the workday.

At least twenty (20) minutes of the workday shall be without direct classroom responsibility with students.

The normal day for itinerant staff shall consist of seven (7) hours not including lunchtime.

Itinerant personnel's approved schedules will normally include at least twenty (20) minutes but not more than fifty (50) minutes of lunch time during the day.

The parties will meet to discuss exceptions.

If the teacher's regular schedule exceeds the normal day, that teacher will be compensated for the additional time in accordance with Article XX – Compensation, Section H.

- B. Teachers shall be required to attend all meetings called by the Administration. These meetings shall be limited to an average of two (2) per month and an average of one (1) hour in length.
- C. When classes are canceled due to inclement weather or any Act of God, all teachers assigned to a teaching station (e.g. Bailey, Kinney School, Mahoney Center) shall not report for work at their respective schools, and shall be paid.

1. The school year program shall consist of one hundred eighty-two (182) student days and four (4) professional development days for a total of one hundred eighty-six (186) days. A one hundred eighty-six (186) day teacher can choose to work up to (two) 2 additional days prior to the school year as school set up days. The teacher will set up these days with their supervisor. These days would be used as "banked weather days" at no additional compensation to the employee from the district.
2. The full year program shall consist of two hundred nine (209) student days and four (4) professional development days for a total of two hundred thirteen (213) days pending continued State Board of Education approval.

Five (5) minutes shall be added to each of the one hundred eighty two (182) school year student days and four (4) professional development days.

Time lost due to inclement weather or any Act of God beyond six (6) days shall be made up at no cost to the district. The specific make up days, if any, will be established by the District in consultation with the Association.

- D. Itinerant staff will report to any work stations they are scheduled to serve if classes are being held.

If classes are canceled at a work station due to inclement weather or any Act of God, itinerant staff are not to report to the work station or base and shall be paid.

Any lost work days beyond four (4) days in a school year due to inclement weather or any Act of God will be rescheduled at no added salary cost to the District. The specific make up days, if any, will be established by the District in consultation with the Association.

## **ARTICLE VI - TEACHER EVALUATION**

- A. Classroom monitoring or observation shall be conducted openly and with full knowledge of the teacher.
- B. All formal evaluations shall be reduced to writing and a copy given to the teacher at the evaluation conference. Within ten (10) workdays of the final observation, the evaluator and the teacher will select the evaluation conference date. The evaluation conference will be held no later than the end of the employee's work year. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question.
- C. The teacher shall be asked to sign the formal written evaluation placed in his/her file, such signature shall be understood to indicate awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the evaluation.
- D. It is recognized that evaluations may be made from general observations and from meetings and discussions with the teacher. Classroom teachers' evaluations shall also include at least two (2) classroom observations which shall

be at least fifteen (15) minutes in length. All other teachers' evaluations may include performance observations where deemed appropriate by the Administration. All teachers will be evaluated yearly, the association and administration will form a committee to recommend how teachers will be evaluated.

- E. Should the parties agree that a revision or review of the evaluation form is needed, a joint committee shall be established for that purpose.

## **ARTICLE VII - TEACHER PROTECTION**

- A. The administration, in an effort to utilize a positive approach to staff improvement, will informally assist an employee to improve identified areas of concern in their performance. The administration may find it appropriate to make verbal or written suggestions or recommendations to a staff member about their work performance or responsibilities. The administration may choose to request that a staff member participate in the development of an informal "plan of assistance" to improve their work performance and that the staff member will agree to implement according to the stipulated conditions and time lines described in the plan. The administration may choose to make a written summary of recommendations, conferences, and/or informal plans of assistance with an employee.

The above approach to improve an employee's work performance is not considered to be disciplinary by the administration. In the event that the above efforts are not successful and the employee's performance in the identified areas of concern are unsatisfactory, disciplinary measures may be implemented.

Discipline employing just and reasonable cause may be implemented directly without the above approach for employee performance concerns of a more immediate or serious nature. Discipline is defined as a written warning, written reprimand, suspension, with or without pay, or discharge with due process.

- B. The Board agrees to support its teachers in taking all reasonable actions in maintaining proper classroom order.
- C. The Board provides insurance covering teachers for any damage or destruction of necessary clothing or necessary personal property of the teachers, (autos excluded), provided, the employee exercises reasonable caution, complies with RESD procedures and policies and uses any insurance coverage available first. Watches will be limited to \$35. For the purpose of this section necessary shall be defined as that which is directly related and essential to the performance of the employee's duties. Employees are required to immediately file an incident report regarding such damage or destruction.
- D. Any case of assault by a teacher shall be promptly reported to the Board. The Board shall take disciplinary action as it deems necessary or any other appropriate action as required by law.



- E. No written record of an adverse observation shall be placed in a teacher's personnel file without prior notice.
- F. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being disciplined as defined in A above. It shall be the responsibility of the teacher to inform the Board or its representative that he/she desires an Association representative to be present. Teachers shall be informed if the meeting is to be of a disciplinary nature. The provision of the representative shall not unduly delay the meeting between the teacher and the Board or its designated representative.
- G. Time lost for court appearances ordered by a subpoena in an employment related legal action, not to include actions brought by the Association or any employee represented by the Association, shall not reduce salary or be charged against the teacher's leave time. Any compensation received for such appearances shall be returned to the Board.
- H. The Board agrees the cost of testing and inoculation related to Hepatitis B including those beyond the initial tests and inoculation, will be covered by the RESD

#### **ARTICLE VIII - VACANCIES & TRANSFERS**

- A. A vacancy shall be defined as an unfilled position previously held by a teacher or when a new position is created.
- B. When the Board determines that a vacancy in the bargaining unit or a supervisory position in the special education program (excluding the Superintendent) exists, notice of such vacancy will be posted on the designated staff bulletin board(s), and a copy will be sent to the Association president. A vacancy shall not be permanently filled until after such position has been posted for a period of ten (10) working days. Teachers wishing to apply for a vacancy shall submit a written application for said position to the Superintendent by the end of the posting period. Postings will include the title of the position, the certification required and any other information deemed necessary by the District.
- C. Application by teachers for transfers (as provided by Section D below) shall be considered along with other applicants. In filling a vacancy, the Board shall strive to place the applicant with the highest qualifications. A teacher's length of service within the District shall also be considered. In any event, however, the Board's decision in filling a vacancy shall be final.
- D. Request by a teacher for a transfer to a different position shall be made in writing, and filed with the Superintendent or his designee. The application shall set forth the reasons for transfer, the school, level, or position sought and the applicant's academic qualifications. Such request shall be reviewed periodically as positions within the district become available and shall expire June 30 of the school year in which it is submitted.

- E. An involuntary transfer shall entail the involuntary transfer of a teacher from a program site or from a program. An involuntary transfer will be made in case of emergency (i.e., death or serious injury of a teacher) or to prevent disruption of the instructional program. The procedures outlined above shall not apply to positions being filled as described herein. The Superintendent or his designee shall, however, notify the respective teacher and the Association President of reasons for such transfer prior to the making of the transfer.
- F. A teacher who is involuntarily transferred due to a layoff situation shall be given consideration to return to the program or site from which he/she was transferred prior to the recall of laid-off teacher to said program or site.
- G. A teacher who is involuntarily transferred after June 30, 1986 due to a layoff situation, where the involuntary transfer results in a reduction in the number of days worked per year, will be given first consideration to return to his/her former status in the event a vacancy exists for which he/she is certified and qualified.

A teacher refusing an opportunity will not receive further consideration under Section G.

#### **ARTICLE IX- SENIORITY**

- A. Seniority shall be defined as one's length of service within the school district from his/her date of hire.
- B. A teacher shall be non-probationary upon the completion of his/her probationary period as defined by the Teacher Tenure Act.
- C. Seniority shall not accrue during periods of layoff. Accumulated seniority will be frozen until the employee is recalled.
- D. Seniority shall not continue to accrue during unpaid leaves of absence except as provided herein:
  - 1. Seniority will accrue during Board approved educational leaves of ten (10) weeks or less during the district's summer term.
  - 2. Seniority will accrue during leaves of absence that qualify for FMLA of (12) weeks or less.
  - 3. If any teacher is unable to work due to an injury that arose out of and in the course of employment and is currently receiving worker's compensation benefits for such injury, that teacher shall be allowed to have their seniority accrue for a period up to one (1) year.
- E. Seniority shall terminate in the event of discharge or voluntary resignation.
- F. Within sixty (60) days of the ratification of this agreement, and annually thereafter, the Board will provide a copy of an up-to-date seniority list. Said list shall be arranged in order of seniority and shall include the employee's name,

date of hire and accumulated seniority. Copies will be posted on appropriate bulletin boards and sent to the Association president.

- G. All persons currently on the seniority list without a special education endorsement will be removed from that list. All persons currently on the seniority list who have special education certification will remain. Administrators hired after December 1, 1992, will not be placed on the seniority list.

#### **ARTICLE X - REDUCTIONS IN PERSONNEL**

- A. When the Board determines that circumstances warrant layoff of personnel, the Board shall select those teachers to be released in accordance with the following factors:

1. Certification (where required)
2. Qualifications
3. Probationary teachers (in order of seniority)
4. Non-probationary teachers (in order of seniority)
5. Evaluations

Teachers will be given at least twelve (12) calendar days notice of layoff. The Board will notify the Association as to the reductions being made and the bargaining unit members involved.

- B. In the event of a reduction in bargaining unit positions the least senior teacher shall be laid off; provided that:

If a full year teacher is displaced or his/her position is eliminated, the teacher so affected (if qualified and certified for the position) may exercise his/her seniority to displace a less senior full year teacher. (The least senior teacher possible will be displaced.) If there is no less senior full year teacher, then the teacher affected shall have the right to displace a less senior school year teacher. (The least senior teacher possible will be displaced.)

If a school year teacher is displaced or his/her position is eliminated, the teacher so affected (if qualified and certified for the position) may exercise his/her seniority to displace a less senior school year teacher. (The least senior teacher possible will be displaced.) If there is no less senior school year teacher, then the teacher affected shall have the right to displace a less senior full year teacher. (The least senior teacher possible will be displaced.)

- C. In the event of recall, within three (3) years teachers who have been previously laid off will be recalled in inverse order by specific letter informing the teacher of an opening in his/her area of certification and specifying the date in which the teacher is to report to work.

- D. Teachers on layoff shall be required to keep the administration informed of their current mailing address.

## ARTICLE XI - PAID LEAVES

### A. Sick Leave

1. Teachers earn sick leave at the rate of one (1) day per month worked. Ten (10) days for regular school year teachers - twelve (12) days for 12-month teachers - will be credited to the sick leave account of the teacher on the first day of the school year. Unused sick leave shall be accumulated to a maximum of eighty-five (85) days. If for any reason, a teacher does not complete his/her contract, adjustments will be made in the teacher's last pay to reimburse the District for any days used in excess of sick leave days earned. All returning teachers will be notified of accumulated sick leave no later than the last pay period in September.

2. Sick days are earned while the teacher is an active employee of the District including days when the employee is using paid leave. Days are earned as follows:

DAYS WORKED PER MONTH	SICK DAYS EARNED
0-7 days	0
8-14 days	1/2 day
15 + days	1 day

3. A teacher may use all or any portion of his/her earned sick leave for personal illness, personal injury or physical disability.
4. A teacher who starts the year with 85 accumulated sick days will still get their yearly amount of days (10-12) and lose any of those days they have not used by the end of the year.
5. The Board or designee may require a physician's certificate verifying a diagnosed illness or disability when said illness or disability has caused a teacher to be absent from his or her teacher responsibility in excess of three consecutive days, or at any other time the Board or designee believes there has been an abuse of sick leave privileges.
6. A teacher may use up to seven (7) days accumulated sick leave for illness in the immediate family. Immediate family shall be defined as the teacher's spouse, legal parent, step-parent, or child (including step-child).
7. When there is a prolonged serious illness in a teacher's immediate family (as defined in #5 above) the teacher may request the Board of Education to grant up to the teacher's accumulated earned sick leave or additional paid sick leave. Such request should be made in writing.

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B. Personal Leave

Teachers are entitled to use two (2) day per year (three (3) days for 12-month teachers) for personal leave. Extended school year employees working at least fifty (50) hours shall accrue one (1) additional personal day. Personal leave may be used for any reason important to the teacher, subject to the restrictions below:

1. An employee shall request personal leave at least five (5) days in advance unless an emergency condition arises.
2. Except in cases of emergency, personal leave will not be granted for days preceding or following holidays or vacations.
3. Personal days are not cumulative.
4. It is understood that personal leave is not to be used for economic gain by self employment or paid employment with any other agency.

C. Bereavement Leave

1. A teacher may use up to five (5) days non-deductible for death of a spouse, legal parent, step parent, child (including step child), or foster child residing in household.
2. A teacher may use up to three (3) days non-deductible for the death of a grandparent, grandchild, brother, sister, parent-in-law, daughter-in-law or son-in-law.
3. A teacher may use one (1) day non-deductible for the death of a brother-in-law or sister-in-law.
4. In the event of the death of a teacher's relative not covered by the definition of immediate family in this section, the teacher may be granted the use of a personal leave day, as provided by Section B herein.

D. Jury Duty. Teachers shall be paid while serving on jury duty during the school day. If requested by the administration, teachers shall cooperate in seeking release from jury duty service. Teachers shall remit back to the school district all compensation received (less travel expenses) for jury duty so served.

E. Professional Leave. Teachers requesting permission to attend a professional conference or convention shall submit a written request ten (10) working days prior to the convention or conference and shall secure written approval from the RESD Superintendent or his designee.

F. Any case of assault upon a teacher shall be promptly reported to the Superintendent or designee. If the teacher is free of fault then he/she shall suffer no loss of pay for time lost in connection with said assault for up to seven (7) working days. The teacher must provide a doctor's verification that he/she is unable to perform work responsibilities.

- G. Absence due to injury incurred in the course of the teacher's employment that is compensable under the Worker's Compensation Act shall not be charged against the teacher's sick leave days.

Teachers absent due to an injury compensable under the Worker's Compensation Act will continue to receive health insurance premium payments under Article XXI – Fringe Benefits, Section A for a period not to exceed leave at six (6) months from the date of the injury.

## **ARTICLE XII - UNPAID LEAVE**

- A. Leaves of absence of up to one (1) year may be granted for the following purposes:
1. Educational improvement through further training.
  2. Child adoption or child care.
  3. Joining the Peace Corps as a full time participant.
  4. Becoming an officer of a State Association.
  5. Campaign for, or serve, in a public office.
  6. Illness/sick leave of teacher or teacher's family.
- B. A teacher who is unable to work because of illness or disability and who has exhausted all sick leave accumulated, may be granted leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed each year upon written request by the employee.
- C. Military leaves of absence shall be granted to any teacher(s) as required by law.
- D. All leaves shall be limited to a maximum of one year, but may be renewed upon request. There will be no compensation; seniority and salary increments shall not accrue except where specifically provided for. Sick leave days shall not accrue but unused sick leave days already accrued at the start of the leave shall be reinstated upon return. The conditions under which a person may return from a leave shall be determined by the Board upon recommendation of the Superintendent prior to approval of the request for leave.
- E. Teachers who are granted leaves of absence that qualify for FMLA of (12) weeks or less shall receive fringe benefits pursuant to Article XXI and will be returned to their former assignment provided said assignment is still available. Seniority will continue to accrue.
- F. A child care leave of absence without pay and credit on the salary schedule may be granted full year employees at the Board's sole discretion. Such leave may be taken only during the period between two (2) regular school years. Days that can be counted toward those provided under the Family Medical Leave Act will be counted as such. Employees returning to work within the time of the original leave shall be returned to the position they held at the time the leave was granted, if it still exists.

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**ARTICLE XIII - GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher;
  2. Any matter involving teacher evaluation (except in the instance of alleged procedural violation, i.e., time limits, involving non-probationary employee);
  3. Any matter for which there is recourse under State or Federal statutes; and
  4. Areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract alleged to have been violated.
  5. It shall contain the date of the alleged violation; and
  6. It shall specify the relief requested.
- Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- E. Procedure:
1. Level One - A teacher alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the time the teacher had knowledge of the occurrence), orally discuss the grievance with the program administrator in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the grievance officer of the Association, the program administrator of the program in which the grievance arose, and place a copy of same in a permanent file in his/her office.
3. Level Three - If there is no resolution after level two the teacher can have his or her grievance heard before the RESD Board of Education. The requesting teacher will have to submit his or her request ten (10) days prior to the monthly board meeting. Within ten (10) days of the discussion the Board shall render its decision in writing, transmitting a copy of the same to the grievant, the grievance officer of the Association, the program administrator of the program in which the grievance arose, and place a copy of the same in a permanent file.
4. Level Four - Individual teachers shall not have the right to process a grievance at Level Three.
  - (a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the Level Two decision is received, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
  - (b) Neither party may raise new facts at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
  - (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  - (d) Powers of the arbitrator are subject to the following limitations:



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- (1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - (2) He/she shall have no power to establish salary scales.
  - (3) He/she shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
  - (4) He/she shall have no power to interpret state or federal law.
  - (5) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
  - (6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
  - (7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - (8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- F. The fees and expenses of the arbitrator shall be shared equally.
- G. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
- H. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- I. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

- J. The time limits provided in this Article shall be strictly observed but may be extended by agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. A bargaining unit member who must testify in an arbitration hearing during the work day shall be excused with pay for that purpose. The cost of substitutes incurred under Section L will be paid by the Association.

#### **ARTICLE XIV - SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any teacher shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

#### **ARTICLE XV - WAIVER**

- A. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association for the life of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- B. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.

#### **ARTICLE XVI - ENTIRE AGREEMENT**

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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## **ARTICLE XVII - NEGOTIATION PROCEDURES**

The parties agree to begin negotiations on a successor agreement not earlier than one hundred twenty (120) days prior to the expiration date.

## **ARTICLE XVIII - CONTINUITY OF OPERATION**

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

## **ARTICLE XIX - TRANSFER OF PROGRAMS/SERVICES**

- A. The RESD will notify the Association as well as involved employees of any plan to transfer a program or service from the RESD to a local school district or from a local school district to the RESD.
- B. If a special education program or service is to be transferred from the RESD to a local school district or from a local school district to the RESD, the RESD will arrange for a meeting of the district and the official representatives of the education association involved in the program/service transfer to discuss the implementation of that transfer. The parties will discuss application of applicable statutes (School Code and State Aid Act) as well as any problems not addressed by statute.
- C. In planning a transfer of a program or service the RESD will attempt to provide for the continued employment of involved RESD personnel.

## **ARTICLE XX - COMPENSATION**

- A. New teachers may be given credit on the salary schedule for years of certified experience in other school districts.
- B. Mileage Reimbursement
  - 1. Teachers using their own cars in performance of their duties shall be reimbursed for mileage at the per mile rate established by the I.R.S.
  - 2. Teachers will be assigned an "operational base" by the Associate Superintendent for Special Services depending on their assigned service area.

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- a. Mileage will not be paid for travel from the domicile of the teacher to the place of assignment in the morning nor from the place of assignment to the domicile in the evening.
  - b. In cases where a teacher is required to report to a point within the Gratiot-Isabella Regional Education Service District, other than his/her place of assignment, at the start of work in the morning, the lowest mileage of the following will be allowed:
    - (1) from the domicile to the point of first appointment,
    - (2) from the place of assignment to the point of first appointment,
    - (3) the same procedure shall hold true in the evening when a teacher leaves his/her last appointment and returns directly to his/her domicile.
3. Teachers shall submit Travel Expense Vouchers to their supervisor electronically in accordance with the payroll deadline schedule developed annually by the business office.
- C. Full year teachers (as defined in Appendix B) shall receive their pay in semi-monthly (twice per month) installments. School year teachers (as defined in Appendix B) may receive their pay in 20 or in 24 equal installments.
- D. Full year program, effective July 1, 2006, the full year program shall consist of two hundred nine (209) student days and four (4) professional development days, for a total of two hundred and thirteen (213) days.
- Of these two hundred and thirteen (213) days, five (5) minutes shall be added to one hundred eighty two (182) school year students days and four (4) professional development days.
- Each full year bargaining unit member shall receive one (1) hour of flex time each fiscal year to be used with the approval of their immediate supervisor.
- E. Salary adjustments for obtaining a Permanent or Continuing Certificate, an MA Degree, the additional hours for an MA+30 or doctoral degree will occur on September 1 or February 1.
- Evidence that the certificate, degree or hours have been completed must be submitted to the Superintendent by the teacher prior to the above dates. Evidence must be in the form of a state issued certificate, a transcript from the institution, or a written statement from the institution certifying that the certificate, degree or hours have been completed.
- F. The Board shall participate in the Michigan Public School Employees Retirement System (MPERS) and shall comply with the requirements thereof.

- G. Payroll deductions for the following annuity programs shall be made by the District upon proper written authorization by the teacher to the Business Office.
1. Paradigm Equities
  2. Gleaner Life Insurance Society
  3. Ameriprise
  4. Valic
  5. Putnam Fiduciary Trust
  6. American Funds
  7. The Ledgent Group
  8. Waddell and Reed Financial Services
  9. Williams & Company

H. Teachers who accept additional duties beyond the normal work day will be paid at an hourly rate computed on the teacher's current salary.

I. Teachers who accept additional duties beyond the regular school year will be paid from the appropriate salary schedule for the time worked effective July 1 each year.

J. Teachers who have completed fifteen (15) years of service to the district shall receive an additional five hundred (\$500) dollars each year thereafter as a longevity payment.

Teachers who have completed twenty (20) years of service to the district shall receive a total of nine hundred (\$900) dollars each year thereafter as a longevity payment.

Teachers who have completed twenty-five (25) years of service to the district shall receive a total of one thousand three hundred (\$1,300) dollars each year thereafter as a longevity payment. The years need not be consecutive and service to the RESD in any position will count towards the fifteen, twenty or twenty-five years.

Longevity credit is received for any work as an RESD employee. Employees not credited correctly will be adjusted and made whole.

Longevity is not to be pro-rated for part time employment.

K. Teachers who have reached an age and experience level so as to entitle them to retire under the Michigan Retirement Law, and do elect to retire as a teacher from GIRESD, shall be eligible for a lump-sum payment of accumulated sick leave at the rate of fifty dollars (\$50.00) per day up to a maximum of eighty-five (85) days.

## ARTICLE XXI - FRINGE BENEFITS

- A. The Board shall make available the following health care protection plans for full time professionals electing such coverage:
1. For the life of this agreement, the Board will continue to provide the health care benefits similar to the level of benefits provided in the health care protection plan in existence during the 2010-11 contract year. However, if legislation passes which (1) requires intermediate school district employees to pay a portion of the premium for health care and other fringe benefits, (2) limits the amount of the premium which may be paid by the Intermediate school district or (3) generally provides for payment by employees of a portion of the premium, that legislation shall be applied as of its effective date so that application of that legislation is not delayed until after the expiration of this contract. The portion of the premium said Employee is obligated to pay shall be payroll deducted.
  2. However, should said legislation not pass, the Board's contribution shall be increased to cover the cost of increased health insurance premiums up to 110 percent of the Board's contribution made in the prior fiscal year as of June 30, 2011. This plan shall remain in effect for the duration of the July 1, 2011 – June 30, 2012 contract, unless both parties agree otherwise. All other aspects of the current contract as previously approved by both parties shall remain in effect until the current contract expiration date, June 30, 2012.
- B. For those teachers not electing the coverage as described in Section A above, the Board will contribute an amount not to exceed the following toward the options listed below:

2011-2012	\$250 per month
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At the option of the employee the Board's contribution above shall be toward:

1. Short Term Disability
2. Hospital Indemnity
3. Dependent Life
4. Survivor Income Insurance
5. Group Term Life
6. Cash in lieu of

Any tax consequences resulting from selections of options by an employee shall be the responsibility of the employee.

The Board will maintain a plan to bring this section into compliance with IRS regulations.

- C. The Board shall provide payment for dental coverage which is equivalent to or better than the MEBS dental program that was in effect in October 1, 2005. Type II benefits, as defined by MEBS, are provided at seventy (70) percent.
- D. The Board's contribution for part-time teachers toward insurance coverage(s) shall be made on a prorated basis provided said teachers are at least one-half time.
- E. The Board shall not be required to make duplicative contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated the insured and the other as a covered dependent. Such designation shall be determined by the employees involved.
- F. The Board will contribute the premiums toward the purchase of MESSA Long Term Disability Plan II or an equivalent or better plan by another carrier, specifications as follows:
- |  |                       |
|--|-----------------------|
| Monthly Benefit:   | 70% of salary         |
| Elimination Period:  | 45 working day period |
| Maximum Monthly Salary Covered;                            | \$6,083               |
| Maximum Monthly Benefit:                                   | \$4,258               |
| Waiver of Pre-Existing Conditions<br>C.O.L.A.              |                       |
| Freeze on Offsets  |                       |
| Alcohol/Drug and Mental/Nervous same as any other illness. |                       |
- G. The Board shall contribute the monthly premiums toward term life insurance with AD&D in the amount of \$29,000.
- H. The Board shall provide payment for vision insurance coverage which is equivalent to or better than the MESSA VSP2 Plan that was in effect in June, 1989. Employees must use a provider panel doctor to receive maximum reimbursement.
- I. The provisions of the above insurance coverages are subject to the rules and regulations of the insurance carrier(s).

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**ARTICLE XXII - DURATION**

This Agreement shall be effective upon ratification by both parties and shall continue in full force and effect until June 30, 2012.

GIRESD PROFESSIONAL EDUCATION  
ASSOCIATION MEA/NEA

GIRESD  
BOARD OF EDUCATION

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DATED: \_\_\_\_\_



**Gratiot-Isabella RESD  
2011-12 Teacher Salary Schedule  
School Year Program**

Step	2011-12			
	BA	BA + 18 *	MA	MA + 30
1	38,768 \$	39,582 \$	40,565 \$	42,192
2	40,358	41,328	42,446	44,071
3	41,952	43,074	44,324	45,952
4	43,548	44,823	46,208	47,831
5	45,138	46,567	48,084	49,716
6	46,732	48,317	49,968	51,595
7	48,325	50,057	51,847	53,476
8	49,919	51,806	53,730	55,357
9	51,508	53,551	55,608	57,235
10	53,101	55,295	57,489	59,117
11	54,694	57,046	59,371	60,996
12	-	58,791	61,448	63,279
13	-	60,536	63,756	65,751

\* Applies to those employees whose positions do not require a teaching certificate. The 18 semester hours must be earned subsequent to July 1, 1986 in courses directly related to the employee's position and must have prior approval of the district.

Persons awarded a doctoral degree for positions requiring said degree by law shall receive 4% above the MA + 30 column.

**Gratiot-Isabella RESD  
2011-12 Teacher Salary Schedule  
Full Year Program**

Step	2011-12			
	BA	BA + 18 *	MA	MA + 30
1	44,840 \$	45,781 \$	46,918 \$	48,799
2	46,679	47,800	49,094	50,973
3	48,521	49,819	51,266	53,149
4	50,368	51,842	53,444	55,324
5	52,207	53,859	55,614	57,500
6	54,052	55,883	57,791	59,675
7	55,892	57,896	59,967	61,850
8	57,736	59,918	62,142	64,026
9	59,573	61,937	64,316	66,199
10	61,416	63,954	66,493	68,375
11	63,259	65,978	68,668	70,547
12	-	67,997	71,071	73,187
13	-	70,016	73,739	76,048

\* Applies to those employees whose positions do not require a teaching certificate. The 18 semester hours must be earned subsequent to July 1, 1986 in courses directly related to the employee's position and must have prior approval of the district.

Persons awarded a doctoral degree for positions requiring said degree by law shall receive 4% above the MA + 30 column.