

MASTER AGREEMENT

between

COOR Intermediate School District

and the

COOR Education Association/MEA-NEA

July 1, 2009 – June 30, 2013

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COOR EDUCATION ASSOCIATION AGREEMENT - 2009 - 2013

This Agreement entered into this 9th day of February 2011, by and between the COOR Education Association affiliated with the Michigan Education Association/National Education Association (“CEA-MEA/NEA”), as hereinafter called the Association and COOR ISD, hereinafter called the Board. The signatories shall be the sole parties to this Agreement.

WITNESSETH:

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

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

ARTICLE I - RECOGNITION

A. All Bargaining Unit Members employed as teachers or other professional support staff, including but not necessarily limited to the following and similar job titles:

- Teachers of Students with Disabilities
- Teachers of Students with Cognitive Impairment
- Early Childhood Special Education Teacher
- Teachers of Students with Hearing Impairment
- Teachers of Students with Speech and Language Impairment
- Teacher Consultants
- Career-Technical Center Counselor/Coordinator
- Transition Coordinator/Career-Technical Education Counselor
- Occupational Therapists
- Physical Therapists
- Psychologists
- School Social Workers
- Early Intervention Specialist

shall herein after be referred to as Bargaining Unit Members.

The superintendent, administrators, paraprofessionals, aides, per diem substitutes, substitutes and all other employees, are specifically excluded from the terms of this Agreement.

- B. The Board hereby recognizes the COOR Education Association, hereinafter referred to as the "Association", as the exclusive and sole bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all Bargaining Unit Members regularly employed by COOR Intermediate School District certified and/or approved by the State Department of Education and employed in the position requiring a minimum of a bachelors degree.
- C. The Board agrees not to negotiate with any Bargaining Unit Member nor to negotiate with any teachers' organization other than the COOR Education Association for the duration of this Agreement.
- D. Personal pronouns depicting gender such as "he" and "she" will be used alternately by Article throughout this Agreement.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member as defined in Article I, Sec. A. shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States. That it will not discriminate against any Bargaining Unit Member with respect to hours, wages or any terms or conditions of employment by reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any Bargaining Unit Members 's rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Bargaining Unit Member hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use Intermediate office facilities at all reasonable hours for meetings, provided that prior approval must be obtained from the administration and when custodial service is required, the Board will bill the Association.
- D. The Association and its duly authorized representatives shall be permitted to transact official Association business on Intermediate property at times other than regular office hours, at locations designated by the administration and mutually acceptable to the Association.
- E. The Association may request the use of Intermediate facilities and equipment, including typewriters, computers, other duplicating equipment, calculating machines, and audio-visual equipment at times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. Any such use shall be outside of the Bargaining Unit Member's regular working hours.
- F. The Association may use the District message system for Association business communication.
- G. The Board agrees to furnish the Association in response to written requests regular and routine public information normally available upon request from the Freedom of Information Act such as: 1) audited budget, 2) adopted budget, 3) state reports concerning the financial resources of the District, together with information which may be necessary for the Association to process any grievance or Association business.

- H. Prior to a Board of Education meeting, the Association President shall be furnished a Board agenda and following the meeting, shall receive a copy of the Board minutes within twenty (20) days of said meeting.
- I. The Board may place on the agenda of each regular Board Meeting as an item for consideration any matters brought to its attention by the Association as long as those matters are made known to the Superintendent's office ten (10) days prior to said regular meeting. This is not to be used to expand, in place of, or to circumvent the procedures provided in this Agreement.
- J. The Association shall be advised of any revisions in educational policy which are proposed or under consideration, and when possible the Association shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication. (Educational policy shall not be construed to mean board policy.)
- K. Bargaining Unit Members shall be entitled to full rights of citizenship and no religious or political activities of any Bargaining Unit Member or the lack thereof shall be grounds or any discipline or discrimination with respect to the professional employment of such Bargaining Unit Member. The private and personal life of any Bargaining Unit Member is not within the appropriate concern or attention of the Board, unless it adversely affects their assignment and duties.
- L. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap or marital status. Membership in the Association shall not be denied to any Bargaining Unit Member because of race, creed, sex, handicap, marital status, religion, or national origin.
- M. All Bargaining Unit Members shall have the right, upon request, to review the contents of his/her own personnel file. The Bargaining Unit Member may request the presence of an Association representative to accompany him in such review. In the event the Bargaining Unit Member feels that any material in his file is improper, the Bargaining Unit Member may submit his own statement concerning the matter which will be filed in conjunction with the materials in question. Privileged information, such as confidential credentials and related personal references normally requested at the time of employment, are specifically exempted from review. The administrators shall, in the presence of the Bargaining Unit Member and authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the Bargaining Unit Member.
- N. A Bargaining Unit Member shall be entitled to have present a representative of the Association when he is being reprimanded or is being suspended. The Bargaining Unit Member shall be entitled to up to five working days to arrange for representation. If the nature of the offense is considered to be serious, as determined by an administrator, and after consultation with the CEA/MEA/NEA president or his designee, the employee can be immediately suspended with pay - for up to the time that a Union representative can be present - or five (5) days, whichever is shorter. After an investigation, if the serious

offense is determined to be unfounded, or to be of considerably less concern than originally thought, an unambiguous letter with the results of the investigation will be placed in the Bargaining Unit Member's file. A reprimand shall be defined as an administrative response to a serious deficiency in professional performance. Discipline of a Bargaining Unit Member shall be based on the nature and severity of the situation, and shall not be for arbitrary or capricious reasons.

- O. If the Bargaining Unit Member believes that material to be placed in his file is inappropriate or in error, excluding evaluations, he/she may receive evaluation adjustments, provided cause is shown, through the grievance procedure. The Bargaining Unit Member shall 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.
- P. Bargaining Unit Members will not be requested to carry out an order which may endanger his/her physical safety or well-being beyond the normal risks inherent in that assignment.

ARTICLE III - RIGHTS OF THE BOARD

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the School District to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the employer.
- B. Exercise its rights of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting time, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. Direct the working forces, including the right to hire, promote, determine the size of the work force and to lay off Bargaining Unit Member as long as such action does not conflict with terms and provisions of this Agreement.
- D. Determine the qualifications of Bargaining Unit Member in accordance with State Law.
- E. Determine the policy affecting the selection and training of Bargaining Unit Member, provided that such selection shall be based upon lawful criteria.
- F. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- G. Adopt reasonable rules and regulations.
- H. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivision thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- I. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from Bargaining Unit Member as specifically provided for in this Agreement.

ARTICLE IV - DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any Bargaining Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues in the Association, which sum shall thereafter be as established by the Association.**
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee for dues, the Board agrees to disburse said sums to the Association Treasurer within five (5) days.**
- C. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.**
- D. Direct deposit for net payroll check amounts is available to all Bargaining Unit Members upon receiving appropriate written authorization for all credit unions and banks within the COOR service area.**

C.O.O.R. ISD and the Association acknowledge that the Internal Revenue Service has adopted Revised Regulations Concerning Section 403(b) Tax-Sheltered Annuity Contracts. C.O.O.R ISD and the Association further recognize that under Article IV ¶ D, C.O.O.R. ISD has agreed to make salary deduction and remittances for tax-sheltered annuities for Association bargaining unit members.

In recognition that the revised IRS regulations have placed significant additional compliance responsibilities upon C.O.O.R. ISD and with the objective of preserving the opportunity for the Association's bargaining unit members to continue to participate through payroll deduction in 403(b) tax-deferred annuity programs, the parties express the following commitments and understandings:

- 1. The Association recognizes that C.O.O.R. ISD has the right and obligation to designate an agent or third party administrator for the purposes of regulatory compliance, administration and processing of funds related to bargaining unit member payroll deduction contributions to 403(b) tax-deferred annuity plans. The Association additionally recognizes and acknowledges that C.O.O.R. ISD has the right to adopt and implement a 403(b) plan for the latter purposes.**
- 2. C.O.O.R. ISD agrees that it shall pay an annual service fee in an amount not to exceed \$20 in the event that the third party administrator or agency which it selects to administered C.O.O.R. ISD's 403(b) tax-deferred annuity plan imposes a service fee due to the identity of the particular 403(b) annuity product which an Association bargaining unit member has selected.**

In order to be eligible to have this amount paid on his/her behalf by C.O.O.R. ISD, the bargaining unit member must have been participating in the 403(b) annuity product as of December 31, 2008 and the 403(b) annuity product company has signed an information sharing agreement and is able to transmit data as required by the third party administrator by December 31, 2009 and the third party administrator or agent designated by C.O.O.R. ISD for the administration and processing of 403(b) annuity contributions must have determined to impose a service fee for continued participation in the same annuity product after January 1, 2009.

3. C.O.O.R. ISD and the Association agree that these terms constitute a complete fulfillment and performance of their duty to bargain over C.O.O.R. ISD's designation of a third party administrator for the purpose of administering and processing 403(b) annuity contributions, as well as with respect to C.O.O.R. ISD's adoption and implementation of a 403(b) plan in order to comply with IRS regulations. 457 products are also available through payroll deduction.

ARTICLE V - FINANCIAL RESPONSIBILITY

- A. Any Bargaining Unit Member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of professional duties, shall, as a condition of employment, pay a service fee to the Association provided, however that the Bargaining Unit Member may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that a Bargaining Unit Member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding Article, the Board shall, at the request of the Association, terminate the employment of such employee.

The parties expressly recognize that the failure of any Bargaining Unit Member to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the Bargaining Unit Member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 2. If the Bargaining Unit Member fails to comply, the Association may file charges in writing with the Board, and shall request termination of the Bargaining Unit Member's employment. A copy of the notice of non-compliance and Proof of Service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said Bargaining Unit Member is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or service fee.
- C. With respect to all sums deducted by the Board pursuant to authorization of the Bargaining Unit Member, whether for professional dues or service fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Bargaining Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board, including Unemployment Compensation as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the Section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
- E. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
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ARTICLE VI - HOURS AND CASE LOADS

- A. Bargaining Unit Members shall report to their school of assignment fifteen (15) minutes prior to, and at their work station at least ten (10) minutes prior to the commencement of classes each day and shall remain at their school of assignments at least fifteen (15) minutes after the closing of classes, for consultation with students, teachers, administrative personnel, or parents, unless they have business at the COOR office or are making a home visitation or other professional business not less than a seven (7) hour day.
- B. A planning and preparation time shall be provided to the Bargaining Unit Member. The minimum time shall be the greater of the planning time allowed in the school of record, or 215 minutes per week.
- C. Caseloads shall be defined through the procedure set forth in the current Michigan Special Education Rules as amended from time to time.

The teacher portion of the deviation request will serve as notice to the Association that a deviation request is in the process. Other situations regarding caseloads may be brought before the liaison committee by either party. It is the intent of both parties to allow the Board to exhaust all administrative rules, procedures, deviations, compliance procedures and appeal processes prior to any grievance being filed concerning caseloads definitions. In all situations involving class-size and age range the Administration will make every effort to apprise the Bargaining Unit Member of possible changes.

- D. Bargaining unit members shall have a duty-free lunch period of at least thirty (30) minutes in length per day.
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ARTICLE VII - TEACHING CONDITIONS

It is agreed that the Intermediate Superintendent or designee will make every effort to ensure that suitable space is available for all Bargaining Unit Members to provide professional service at each location assigned. This space shall be adequately furnished for each service to be performed. It is further agreed that whenever such suitable space is not available, the Bargaining Unit Member may work at a location mutually agreeable to the Superintendent or his designee and the Bargaining Unit Member.

The Board shall provide if possible:

- A. A desk in working order for each Bargaining Unit Member in the District of record with a lockable drawer space or lockable workspace door.
 - B. Suitable closet space for each Bargaining Unit Member to store coats and personal articles.
 - C. Adequate instructional space in every classroom.
 - D. Adequate instructional materials shall be provided for daily teacher responsibilities.
 - E. Adequate storage space in each classroom for instructional materials.
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ARTICLE VIII - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS

- A. All Bargaining Unit Members shall be given written notice of their tentative school of record and/or assignment for the forthcoming year no later than the preceding fifteenth (15th) day of June. In the event that changes in such schedules are proposed, all Bargaining Unit Members affected shall be notified promptly and consulted. In no event will changes in Bargaining Unit Member's schedules be made later than the thirtieth (30th) day of September, unless an emergency situation requires same, and the Association shall be so notified in each instance.**
- B. All Bargaining Unit Members, at their discretion, will schedule parent- teacher conferences as needed to review their students' progress, and give their recommendations to parents at the time their school of record and/or assignment engages in such a program or at a time mutually agreeable to the parent and the Bargaining Unit Member.**
- C. Bargaining Unit Member calendars shall be developed and presented to their supervisors for their review and presentation to the Board, or its representatives, for approval. Weekly schedules shall indicate client contact, conference preparation time, and travel time to meet the needs of the job responsibilities. It is understood by both parties that special occasions may create a need for a modification to the annual calendar or temporary modification of an individual's weekly schedule.**
- D. At the beginning of each itinerant Bargaining Unit Member's school year, a period of time not to exceed ten (10) school days shall be set aside for the activity of developing case loads and schedules, and at the end of each school year a period not to exceed five (5) school days shall be set aside for record keeping activities and reports.**
- E. Preference in any additional assignments shall be given to Bargaining Unit Members regularly employed in the District and shall be in accordance with seniority and qualification. Such additional assignments shall not be obligatory but shall be with the consent of the Bargaining Unit Member.**
- F. The Board shall not sub-contract for the services currently provided by Bargaining Unit Members unless qualified professional personnel are found not to be available after an annual extensive search and without prior discussion with the Union President.**

ARTICLE IX - TRANSFERS, VACANCIES AND PROMOTIONS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its Bargaining Unit Members. Requests by Bargaining Unit Members for transfer to a different work assignment or position shall be made in writing. One copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the board or its designee.
- B. A transfer shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including grade/level and subject area moves as well as changes in buildings. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected Bargaining Unit Member and the Association of the reasons for such transfer.
- C. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions.
- D. The Association 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 instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.
- E. The Board declares its support of a policy of filling vacancies from within its own staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association no less than ten (10) working days before the position is filled. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the District, and other relevant factors. Any new positions shall be announced with accompanying job descriptions. An applicant with less seniority in the District shall not be awarded such position unless his/her qualifications are determined to be superior to the more senior bargaining unit member. Consideration shall not be for arbitrary or capricious reasons.

Posting and filling vacancies. Newly created positions shall be posted at the COOR Administrative Office along with a copy of such posting to the Association President with copies sent to COOR local district administrative offices. Positions as above described shall be posted at least ten (10) school days prior to being closed and fifteen (15) days prior to being filled. Bargaining Unit Members may apply for such positions by submitting a written application to the personnel office. Vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, length of service in the District, and other relevant factors.

- F. Copies of vacancies will be sent to the Association President.

- G. Employees interested in being notified of vacancies which arise during the summer must return the "*Notification of Interest*" form to the Superintendent's office submit his/her letter of interest to the appropriate principal or supervisor by June 1. This form shall be jointly developed by both administration and the Association and shall be distributed to the members through the Superintendent's office.
 - H. Any Bargaining Unit Member who shall be promoted to an administrative or executive position and shall later return to Bargaining Unit Member status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer.
 - I. When the Board of Education fills a vacancy through subcontracting, no Bargaining Unit Member will be laid-off as a result of subcontracting. When subcontracting is contemplated, the Association and Board will meet and discuss the situation.
 - J. In the event of a formal take over the Board agrees to negotiate the re-assignment rights and the re-employment rights of the Bargaining Unit Members.
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ARTICLE X - ILLNESS OR DISABILITY

- A. Bargaining Unit Members with less than two (2) full years of experience at COOR shall be credited four (4) days of leave on the first day of hire and credited one (1) day at the beginning of each remaining month in that fiscal year. Total days accumulated in a year shall not exceed fifteen (15) days. At the beginning of each school year, all other Bargaining Unit Members shall be credited with fifteen (15) days of leave. The unused portion of leave shall accumulate from year-to-year, but shall not exceed one hundred sixty-five (165) days. The leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:
1. Personal Illness or Disability - All Bargaining Unit Members may use all or any portion of his leave to recover from his own illness or disability.
 2. Death in the Immediate Family - The Bargaining Unit Member may take a maximum of five (5) days per death. Additional unpaid time may be granted by the Superintendent or his designee. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law and grandparents.
 3. Death of a student - A bargaining unit member may attend the funeral of a student who is currently enrolled in their classroom or on their case load during the course of a school day without loss of sick or personal time provided she/he has the approval of their administrator and agrees to report back to their duty station directly after the funeral.
 4. Other Deaths - The Bargaining Unit Member may take two (2) days per death to attend the funeral of any person up to a maximum of three (3) days per year, provided substitutes can be obtained, if needed.
 5. Medical or Nursing Care - The Bargaining Unit Member may take three (3) days per occurrence to make arrangements for medical or nursing care for a member of his immediate family. Immediate family shall be defined as per definition in Section A. 2. above or persons under the immediate care and supervision of the Bargaining Unit Member.
 6. Illness in the Immediate Family - The Bargaining Unit Member may take a maximum of four (4) days per illness not to exceed eight (8) days per year. Immediate family shall be defined as in section A. 2. above and domiciled with the Bargaining Unit Member, or under the immediate care and supervision of the Bargaining Unit Member.
 7. Personal Business - The Bargaining Unit Members may take a maximum of three (3) paid personal days per year for personal business which are not deducted from sick days.

- a. A Bargaining Unit Member wishing to take personal business day(s) shall indicate their desire to his/her immediate supervisor as well as sign and file a written statement on the appropriate form at least three (3) days in advance, except in an emergency situation.
 - b. Personal business days may not be taken immediately before or after scheduled holidays, Christmas or Spring break.
- B. The Board shall furnish each Bargaining Unit Member with a written statement at the beginning of each school year setting forth the total leave credit.
- C. A Bargaining Unit Member may be asked to explain the reason for any paid personal leave day for a school day immediately before or after a holiday or recess.
- D. Bargaining Unit Members who are unable to perform duties because of personal illness or disability and who have exhausted all sick leave available, shall be granted a leave of absence without pay or Board paid fringe for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year upon written request of the Bargaining Unit Member.
- E. A Bargaining Unit Member absent from work because of mumps, scarlet fever, measles, head lice, scabies, pink eye, or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave.
- F. In case of death, with the following limitations, any unused paid personal leave shall be paid in a lump sum to the beneficiary named by the Bargaining Unit Member. Such payment shall be computed by multiplying the number of unused leave days times fifty percent (50%), times the B.A. Step 1 rate. Such payment shall not exceed ten thousand dollars (\$10,000).
- G. Sick leave benefits shall not be used for such reasons as cosmetic surgery, any elective medical treatment or for any surgical procedure which can be scheduled during non-work days. The Superintendent may require medical documentation for the absence, including examination by a Board physician and/or a physician's written statement as to the employee's ability to perform his/her required duties. In the case of a dispute the physician who has treated the Bargaining Unit Member shall make the final decision. In other than emergency situations, employees requiring sick leave of more than three (3) consecutive working days shall apply two (2) weeks in advance of the requested leave.

ARTICLE XI - PROFESSIONAL, PERSONAL & ASSOCIATION LEAVE

- A. At the beginning of every school year, each Bargaining Unit Member may be allowed up to, but not in excess of five (5) days to be used for professional educational business. Professional educational business days may be used for any educational purpose at the discretion of the Bargaining Unit Member with department director's approval. The Bargaining Unit Member planning to use a professional educational business day shall notify the Superintendent at least one (1) week in advance of her absence. Professional educational business days may be used for the purpose of:
 - 1. Visitation to view other instructional techniques or programs.
 - 2. Conferences, workshops, or seminars conducted by colleges and universities. The Bargaining Unit Member will file a written report if requested.

- B. Any Bargaining Unit Member called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matters shall be paid his full salary less any amount received for such time spent on jury duty or giving testimony. This will not apply to any matter involving an Unfair Labor Practice or Arbitration proceedings unless the individual(s) is called by the Board.

- C. At the beginning of every school year, the Association shall be credited with six (6) days to be used by Bargaining Unit Members who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance of taking such leave. Four (4) additional days may be taken by the Association, provided they reimburse the Board for substitute teacher pay if a substitute is needed to replace an officer or agent of the Association.

- D. Any abuse of this Article shall be discouraged by the Executive Board of the COOR Education Association and that such utilization will be used in accordance with the terms and conditions in the Master Agreement.

ARTICLE XII - SABBATICAL LEAVE

- A. With Board approval, Bargaining Unit Members who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year if requested. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution or travel which will improve the individual's ability to teach.

- B. Bargaining Unit Members on sabbatical leave shall be considered employees of COOR and be allowed credit toward retirement for the time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.

- C. Bargaining Unit Members on sabbatical leave shall receive one-half (1/2) of their current year's salary, fifty percent (50%) of fringe benefits, and may at their own option and expense, participate in other fringe programs. Bargaining Unit Members granted such leave shall advance on the salary schedule the same number of steps he would have advanced had he been on the staff of the COOR Intermediate School District. Application must be made in writing on or before June 30th preceding the sabbatical leave and the applicant must state his intention to return to the employment of COOR Intermediate School District upon expiration of said leave, for at least one (1) year following said leave.

- D. In the event the Bargaining Unit Member does not return to the employment of COOR Intermediate School District for the specified one (1) year period, the Bargaining Unit Member would reimburse COOR Intermediate School District for the full amount of salary received and for the fringe cost incurred by the District.

ARTICLE XIII - UNPAID LEAVES OF ABSENCE

- A. An unpaid leave of absence may be granted to any Bargaining Unit Member, upon application, for the purpose of participating in exchange programs in other school districts, states, territories, or countries; foreign or military teaching programs; the peace corps, teacher corps or job corps as a full-time participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said Bargaining Unit Member states in writing his/her intention to return to the school system for a period equal to that of the leave of absence.
- B. An unpaid leave of absence may be granted to any Bargaining Unit Member, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.
- C. An unpaid military leave of absence shall be granted to any Bargaining Unit Member who shall be inducted for military duty in any branch of the armed forces of the United States, for the period of induction.
- D. An unpaid leave of absence of either one (1) year or two (2) years shall be granted to no more than one (1) Bargaining Unit Member upon application for the purpose of serving as an officer in the Michigan Education Association, or the National Education Association, or other professional associations.
- E. Any Bargaining Unit Member may be granted up to one (1) year unpaid leave of absence for the purpose of health care purposes of the immediate family. Immediate family shall be here defined as husband, wife, children, mother, father and domiciled with the Bargaining Unit Member. The Bargaining Unit Member requesting leave shall state his/her intent to return to COOR by April 1 of the year in which leave is taken. The leave may be extended to complete a full school year. If the leave is less than a school year, the Bargaining Unit Member shall return to his/her former position. If leave is longer than a school year, the Bargaining Unit Member shall return to a similar position where qualified.
- F. The Bargaining Unit Member will be considered as if she were actively employed by the Board during an unpaid leave of absence for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from said leave, he/she will be placed on the salary schedule at the level she would have achieved had he/she not been absent.
- G. An unpaid leave will be with the understanding that it is a leave of absence from COOR, and not from a particular position. Every effort will be made to assure the Bargaining Unit Member upon his/her return, will be placed in a similar position for which he/she is certified and qualified. An unpaid leave of absence is without Board paid salary or fringe benefits.

ARTICLE XIV - EVALUATION AND PAY FOR TEACHER JOB PERFORMANCE AND JOB ACCOMPLISHMENT

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly-hired and experienced personnel. Each probationary Bargaining Unit Member shall have a minimum of two (2) evaluations annually. Tenured Bargaining Unit Members shall be evaluated a minimum of once biannually. The following procedure is established to accomplish these goals:

- A. The evaluation of the work of all Bargaining Unit Members is the responsibility of the administration.
- B. All monitoring or observation of the work of a Bargaining Unit Member shall be conducted openly and with full knowledge of the Bargaining Unit Member.
- C. Copies of all communications, including evaluations by COOR administrators, commendations, and validated complaints directed toward Bargaining Unit Members, which are included in the personnel file, shall be given to the Bargaining Unit Member at the time of inclusion. Upon completion all evaluations shall be reduced to writing and a copy given to the Bargaining Unit Member within ten (10) working days of the personal conference between the Bargaining Unit Member and his/her evaluator. If the Bargaining Unit Member disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question, and/or submit any disagreement to the liaison committee.
- D. Following the actual observation, a personal conference shall be held between the Bargaining Unit Member and his evaluator for the purposes of reviewing the observation.
- E. If an evaluator identifies areas for improvement in a Bargaining Unit Member's performance, areas needing improvement shall be set forth in specific written terms, as shall an identification of the specific ways in which the Bargaining Unit Member is to improve and of assistance to be given by the administrator.
- F. At least one (1) observation will be announced forty-eight (48) hours prior to such observation.
- G. Each Bargaining Unit Member, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which evaluations will take place. Job descriptions shall be supplied to the individuals.
- H. The current collective bargaining agreement for teacher evaluation and pay for job performance and job accomplishment shall be in compliance with Michigan Law and the Michigan Teacher Tenure Act and govern the evaluation format and process for probationary teachers and tenure teachers.

- H.1 Student growth data will be utilized as a significant factor of the evaluation as defined by law.
- H.2 Student growth data measures, for the purpose of annual evaluation will be data available for students with disabilities served at the COOR Educational Center, including, but not limited to MI Access, Brigrance, and Unique Learning System data.
- H.3 Pay for job performance and job accomplishment will be based on evaluation(s) of a teacher conducted by an administrator.
- H.4 In order to receive pay for job performance and for job accomplishment, a teacher must achieve a superior, proficient, or basic on their evaluation.
- H.5 The next step on the salary schedule for the year following their evaluation reflects the pay increase for teacher job performance and accomplishment.
- H.6 The increase received by a teacher for job performance and job accomplishment is accompanied by either 1) being moved to the next step of the salary scale; or 2) receiving one additional dollar above the schedule per step beginning step 13.

Steps 1-12	The next step		
Step 13	\$0	+	\$1
Step 14	\$0	+	\$2
Step 15	\$2,100	+	\$0
Step 16	\$2,100	+	\$1
Step 17	\$2,100	+	\$2
Step 18	\$2,100	+	\$3
Step 19	\$2,100	+	\$4
Step 20	\$2,100 + \$2,750	+	\$0
Step 21	\$2,100 + \$2,750	+	\$1

- H.7 A teacher receiving an unsatisfactory rating evaluation will not qualify to receive the next step on the salary schedule nor the pay increase noted above in H. 6 for those receiving longevity.
- H.8 An advisory committee made up of three (3) association members and two (2) administrators may collectively study and recommend teacher evaluation(s) language to the COOR Education Association and the COOR ISD as appropriate.
- I. If the Superintendent is contemplating recommending to the Board of Education, the dismissal of a probationary Bargaining Unit Member for unsatisfactory work, then he shall notify the probationary Bargaining Unit Member of this fact at least sixty (60) days prior to the end of the Bargaining Unit Member's work year. Refusal to offer a contract may be subject to the grievance procedure if probationary procedures, as outlined in the Teacher Tenure Act, are not being followed.

ARTICLE XV - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of Bargaining Unit Member, participation in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community, state and federal education projects.
 - B. Any Bargaining Unit Member who, with the Superintendent's approval, enrolls in an approved course of study at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university shall receive reimbursement from the Board for one-half (1/2) of his/her tuition upon the successful completion of such course.
-

ARTICLE XVI - MAINTENANCE OF STANDARDS

This Article shall not restrict the Board in making assignments to the limits stated in Teaching Conditions, or in making necessary administrative adjustments within the established criteria throughout the school system. The following specific conditions are agreed:

- A. Two (2) or more part-time employees shall not be used to perform the duties of one classification when it would be reasonable to use one full- time employee.
 - B. No involuntary transfers, reassignment, or permanent change in assignment shall occur without a legitimate basis for such action, and shall not be done arbitrarily or capriciously.
 - C. The duties of any Bargaining Unit Member or the responsibilities of any position in the bargaining unit will not be substantially altered without prior discussion with the liaison committee.
-

**ARTICLE XVII - REDUCTION IN PERSONNEL, ANNEXATION,
CONSOLIDATION, OR OTHER REORGANIZATION
OF THE DISTRICT**

- A. In the event that a reduction of personnel, shall become necessary, the Board shall first retain those Bargaining Unit Members who possess current teaching certificates, have the longest seniority in the School District, and who are qualified to teach in those areas or disciplines to be preserved.
1. In the event of layoff, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.
 2. In the event of layoff, the Board will institute a recall procedure which, when implemented, will insure Bargaining Unit Members that they will be recalled in the reverse order of layoff provided that they are certified and qualified for the vacant positions.
 3. Professional seniority shall be defined as continuous employment from the date of last hire, plus credit for any previous service (in a position covered by this contract) to the COOR Intermediate Board of Education. The seniority list established May 1, 1987, shall form the basis for seniority determination. If a Bargaining Unit Member has approval in more than one (1) area, she shall hold seniority in all areas. The Board and the Association agree that Bargaining Unit Members transferring to COOR Intermediate School District from constituent school districts, shall be given full experience credit and seniority in their area of approval.
 4. No later than thirty (30) days following the ratification of this Agreement, and by every October 15 thereafter, the Board shall prepare, update, and distribute a seniority list.

ARTICLE XVIII - CONTINUITY OF OPERATIONS

- A.** The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. 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 Bargaining Unit Member take part in any strike, slow-down or stoppage of work, boycott, picketing or similar interruption of activities in the school system. Failure or refusal on the part of any Bargaining Unit Member to comply with any provision of this Article shall be just cause for disciplinary action as deemed necessary.

- B.** The parties also agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

- C.** Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by circumstances beyond its control.

 - 1.** In the light of recent legislation regarding snow days, Bargaining Unit Members assigned to one school district will follow the actions prescribed for that local school staff.

 - 2.** Bargaining Unit Members assigned to two (2) or more school districts shall follow the procedure indicated:

 - (a)** Report to a school district that remains open or perform professional work activity at COOR Central Office. If all assigned schools are closed, the teacher need not report to a school or COOR office.

 - (b)** Bargaining Unit Members who have previously worked during a snow day, as prescribed in 2. (a) above who are required by administration to work additional days, shall be compensated at their regular daily rate.

 - 3.** Regarding Sub-Section 2 above Bargaining Unit Members shall call the COOR central office between the hours of 8:00 a.m. and 9:00 a.m. to indicate their selection.

ARTICLE XIX - SCHOOL CALENDAR

- A. The parties agree that for the term of this Agreement, the school calendar shall consist of the average number of days of the following four school districts; Crawford-AuSable, Houghton Lake, Roscommon Area Public Schools, and West Branch-Rose City, and shall be established by mutual agreement of the Board and the Association. The length of the school year for teachers of students with cognitive impairment shall conform to state statutes.

- B. It is the intent of the Board of Education to align the Bargaining Unit Member contract days with the school of assignment. Administration shall consult with Bargaining Unit Members who serve two or more districts and develop a calendar to which Bargaining Unit Members will be assigned.

- C. At the request of the Bargaining Unit Member with an extended year contract, the Superintendent or his designee may choose to grant said person a shortened school year contract which shall not be less than the average number of days of the following four school districts: Crawford-AuSable, Houghton Lake, Roscommon Area Public Schools, and West Branch-Rose City. Requests will be made in writing on or before May 1st.

- D. It is expected that IEP's (Individual Education Plans), Annual Reviews and other reports will be completed during the regular school calendar.

- E. The parties will meet annually, prior to April 30th, to establish the calendar for the following year. Calendars will be in compliance with state requirements.

ARTICLE XX - COMPENSATION

- A. The basic salaries of Bargaining Unit Members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All newly hired Bargaining Unit Members may be credited with an amount of time on the salary schedule set forth in Appendix A for full years outside experience in any school district or other professional experience in an accredited agency.
- C. The salary schedule is based upon the normal professional assignment as defined in this Agreement. For Bargaining Unit Members assignments in excess of the regular school calendar, Bargaining Unit Members will be compensated at their daily rates defined as:

Contract amount divided by Contract Days = Daily Rate,

with the exception of special grants for summer employment that would not be considered part of a Bargaining Unit Member's normal assignment.

- D. Bargaining Unit Members required in the course of their work to drive personal vehicles from one school building to another shall receive a car allowance equal to the IRS rate, in effect as of July 1 of each school year. The same allowance shall be given for use of personal vehicles for field trips or other business of the District. When attending an approved conference or workshop, mileage will be paid for a round trip from the District to the conference.
- E. With the approval of the Director, the Board shall pay the cost of joining up to two organizations in the individual Bargaining Unit Member's specialty area, to a maximum of one hundred (\$100) annually per approved organization..
- F. Any Bargaining Unit Member who has a dual certification initiated on behalf of the Board of Education, as of 2001, may advance on the B.A. + 30 Schedule.
- G. Any Bargaining Unit Member who had certification in three (3) or more areas shall receive a five hundred dollar (\$500.00) salary increase per school year. The five hundred dollars is not accumulative. The Superintendent will review certification annually and make final determination of payment.
- H. Bargaining Unit Members will be reimbursed consistent with Board Policy 0144.15 for expenses at conferences or meetings.
- I. Bargaining Unit Members who visit homes will be reimbursed \$7.50 per month for cellular phone calls when they are made in the course of their regular work day for business purposes with the Director's approval. Telephone numbers will be provided to the District to facilitate district contact during business hours.

ARTICLE XXI - INSURANCE PROTECTION

- A. The Board agrees to provide premium payments required for the insurance coverage set forth in Appendix B. Also, the Board shall be relieved from all liability with respect to the benefits provided by the insurance coverages, as described. Failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach of any obligation by either of them. Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

- B. This program will remain in force until a new Contract is ratified.

- C. Those part-time employees hired after July 1, 1991 will have their benefits pro-rated according to the following schedule.

0.1 to 0.5	50% of Plan A
0.5 to 1.0	% of time employed of Plan A

Those part-time employees not electing Plan A may choose Plan B excluding the dollar amount for the annuity or cash.

ARTICLE XXII - BARGAINING UNIT MEMBER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to Bargaining Unit Members with respect to maintenance of control and discipline in the classroom.
- B. Bargaining Unit Members shall be expected to exercise reasonable care and use prudent judgment with respect to the safety of pupils and property.
- C. Any case of assault upon a Bargaining Unit Member arising out of or in the course of the Bargaining Unit Member's employment shall be promptly reported to the Board or its chief administrator. The Board shall provide legal counsel of their choice to advise the Bargaining Unit Member of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance within the limits of its liability coverage to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities. In cases of incidents between employees, the district shall not be required to abide by this section.
- D. If legal suit is brought against any Bargaining Unit Member as a result of their normal teaching responsibilities while that Bargaining Unit Member is operating within the scope of Board policy and Administrative direction, the Board will furnish legal counsel of their choice.
- E. If any Bargaining Unit Member is complained against or sued for disciplinary action taken by the Bargaining Unit Member against a student, which is consistent with Board Policy, the Board will provide legal counsel of their choice and render all reasonable assistance except in the case of gross negligence.
- F. Any Bargaining Unit Member, who in the line of duty, sustains injury requiring the absence from work which qualifies for payment under the Workers' Compensation Insurance Act will be paid during the period in which such disability continues, the difference between his regular salary and the amount received as payment under the Workers' Compensation Act for as long as the Bargaining Unit Member has illness/disability leave days accumulated. The Bargaining Unit Member's illness/disability leave shall be reduced by one quarter (1/4) for each full day absent from work during such disability period.
- G. The Board will reimburse Bargaining Unit Members for any damage or destruction of normal clothing of a Bargaining Unit Member, not to exceed two hundred-fifty dollars (\$250.00) while on duty in the school or while on the school premises.
- H. Administration of medication to pupils shall be in accordance to Section 380.1178 of the School Code of 1976 as amended.

ARTICLE XXIII - SPECIAL STUDENT, AND INTERN TEACHING ASSIGNMENTS

- A. Supervisory Bargaining Unit Members of student teachers shall be Bargaining Unit Members who voluntarily accept the assignment. They shall be known as "Supervisory Bargaining Unit Members". The parties recognize that "Supervisory Bargaining Unit Members" are not supervisory teachers under Public Act 379 of 1965.
- B. Supervisory Bargaining Unit Members shall work directly with the University Program Coordinator, assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- C. The Supervisory Bargaining Unit Members shall file a written report and evaluation with the University Coordinator and the administration with a copy to the student teacher each four (4) weeks.
- D. The Board shall disclose the amount received from the University placing the student teachers. Monies made available to the District by the placing university shall be used for in-service training programs, released time for Bargaining Unit Members covered under this Agreement, and materials and equipment.

ARTICLE XXIV - LIAISON COMMITTEE

The members of the teaching profession are particularly qualified to advise the Board on current educational issues and sound instructional techniques to maintain and improve existing educational standards. There is hereby established a Liaison Committee consisting of three (3) representatives appointed by the Association, and three (3) representatives appointed by the Superintendent. This committee shall meet as needed on a date and time that is mutually acceptable to the committee members. Additional meetings may be scheduled as necessary.

This committee is created to advise the Board on matters of education policy and administrative procedures for the District. Such advice may include, but not be limited to:

- A. In-service Program for Bargaining Unit Members.
- B. Review of curricular programs and make recommendations for modifications.
- C. Assist in development of innovative educational programs.
- D. Make recommendations for the purchase of materials, supplies and equipment.
- E. Problem solving on an ongoing basis, as long as the solution does not violate the Master Agreement.

The committee may request funds from the Board necessary for this operation.

When formal recommendations are submitted to the Board from the Liaison Committee, the Board shall act on such recommendations at the next regularly scheduled board meeting.

ARTICLE XXV - GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an employee, who is a member of the bargaining unit, that there has been to her/him a violation, misinterpretation or misapplication of this Agreement.

The term Bargaining Unit Member as used in this Article, may mean a group of Bargaining Unit Members having the same grievance. The term "days" shall mean working days.

The Board recognizes the Association's right to file a grievance concerning wages, hours or working conditions in violation of the express terms of this contract.

- B. **Level One - Oral:** The Bargaining Unit Member who feels that she has a grievance should first take the matter up verbally with the immediate supervisor who will attempt to resolve the issue.
- C. **Level One - Written:** If the grievance is not resolved in the above manner, the Bargaining Unit Member will reduce the grievance to writing within ten (10) days of the occurrence or reasonable knowledge thereof and submit it to the immediate supervisor, or director if supervisor is not available, individually, together with an Association representative, or through the Association representative if authorized by the member. (See Appendix C)
- D. The written grievance shall specify the specific section of the Contract alleged to be violated and specify the remedy desired. The grievance must be signed by the individual or by the Association representative.
- E. The supervisor or director and the grievant shall have ten (10) days to meet and resolve the grievance. If the grievance is not resolved, the supervisor or director shall have five (5) days following this meeting to answer the grievance in writing.
- F. **Level Two** – In the event the grievance is not satisfactorily resolved at Level One, written notice of intent to proceed to Level Two shall be given to the Superintendent or his designated representative within ten (10) days of receipt of the written decision at Level One.
- G. If the Association gives notice to proceed with the grievance, a meeting shall be held between a representative of the Association and the Superintendent or his designated representative, within seven (7) days of receipt of notification that the grievance is being pursued.
- H. A written answer shall be returned to the Association within seven (7) days of said meeting.

- I. **Level Three** - If the decision of the Superintendent or his representative is not satisfactory to the Association, the grievance may be submitted to arbitration by the Association within twenty (20) days of the receipt of the written answer at Level Two. A copy of the demand for arbitration shall be provided to the Superintendent within the above twenty (20) day period.
- J. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceedings any change or rely on any evidence not previously disclosed to the other party.
- K. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application depends. The arbitrator shall, therefore, not have authority, nor shall the arbitrator consider his/her function to include the decisions of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules or contract construction. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator has no obligation or function to render decision or not to render decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair or inequitable.
- Both parties agree that judgment thereon may be entered in any court of competent jurisdiction.
- L. The parties agree that the decision of the arbitrator shall be final and binding.
- M. The fees and expenses of the arbitrator shall be provided by whom the arbitrator deems in error.
- N. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- O. If a class action grievance arises from an action or authority higher than the supervisor, the Association may present such grievance at Level Two of the Grievance Procedure. The Superintendent or his designated representative may request that said grievance be returned to Level One for disposition.
- P. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
- Q. The grievance form will be agreed to by both parties and become an appendix in the contract.

ARTICLE XXVI - NEGOTIATION PROCEDURES

- A. Before April 1st of the final year of this Contract, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

There shall be four (4) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, one (1) by the MEA Uniserv Director and one (1) by the Superintendent.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

- A. The parties agree that this Contract incorporates their full and complete understandings and that any prior oral or written agreement(s) or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.
- B. Any individual contract between the Board and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Appendixes D and E and will not be changed prior to the parties good faith negotiations. This Agreement shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. All Bargaining Unit Members covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District, unless they are specifically paid for such a project.
- E. If any provision of this Agreement or any application of the Agreement to any Bargaining Unit Member or group of Bargaining Unit Members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. The Association agrees to type the Agreement, with copies to be made and distributed by the Employer within thirty (30) days after the Agreement is signed. Copies will be given to all employed Bargaining Unit Members. The copy shall be proofread and approved by the parties prior to signing and printing.
- G. All COOR Bargaining Unit Members shall complete and return a monthly travel and expense form to the COOR office.
- H. Bargaining Unit Members who will be absent from work shall call the COOR office, unless otherwise instructed, prior to 7:30 A.M. in order that their absence may be reported to the school to which they are assigned for that particular day. In the case of extenuating circumstances, the Superintendent or designee may be called prior to this time. Bargaining Unit Members assigned to a local educational agency shall follow their local educational agency call-in procedures.

A current schedule shall be on file at the COOR office so that it be known precisely where Bargaining Unit Members are at all times. If for any reason there is any change in schedule, the COOR office will be notified of such changes.
- I. All COOR itinerant Bargaining Unit Members shall keep an accurate daily log of their activities.

ARTICLE XXVIII - RETIREMENT PLAN

A. For Bargaining Unit Members completing the 1992-93 school year and thereafter.

- 1. The Board shall provide the following cash pay-out to a Bargaining Unit Member who has completed a minimum of fifteen (15) consecutive years of full-time service, excluding approved leaves of absence, with the COOR Intermediate School District, and is eligible to receive benefits through the Michigan Public School Employees Retirement System, (hereinafter referred to as MPSERS). The cash pay-out shall be as follows:**
 - a. 50% of unused paid personal leave days multiplied by the BA Step 1 daily rate.**
 - b. Maximum payment will be the greater of \$10,000 or the average maximum payment of the four comparison school districts computed for each year of the contract.**
- 2. Eligibility for the retirement incentive shall be defined as the minimum age and service requirements needed to qualify for retirement as defined by MPSERS. The first year of eligibility shall be the school fiscal year in which the Bargaining Unit Member qualifies for the minimum number of requirements for retirement as it applies to the Bargaining Unit Member.**
- 3. "Retirement" as used in this provision shall mean severance of employment with the District; verification of an application of the Bargaining Unit Member and MPSERS for retirement benefits from said retirement system; and verification from MPSERS that the employee is eligible and has applied for retirement benefits.**
- 4. This provision provides for retirement to occur prior to July 1st of the year the Bargaining Unit Member elects for retirement, except as the Superintendent and Bargaining Unit Member shall otherwise agree.**
- 5. Bargaining Unit Members receiving the retirement incentive are fully responsible for all tax obligations resulting from the receipt of all payments outlined in this Agreement. Appropriate withholding deductions will be made from payments.**

ARTICLE XXIX - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2009 and shall continue in effect until the 30th day of June, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

COOR EDUCATION ASSOCIATION

COOR BOARD OF EDUCATION

By Nicole Rethamel
Date 02/22/2011

By Robert Carpenter
Date 2/9/11

By Brooke Laurent
Date 2/22/2011

By Robert Jones
Date 2/9/11

Dated this 9th day of February, 2011

Wages retroactive to July 1, 2010

Association Team:

Brooke Laurent, CEA President
Mary Kleinert
Stacy Swarhout
Deb Nielsen
Nicole Rethamel, MEA UniServ

Board Team:

Robert Jones, Superintendent
Ruggero Dozzi
Gregory Bush

**APPENDIX A - SALARY SCHEDULE
COOR INTERMEDIATE SCHOOL DISTRICT**

SALARY SCHEDULE 2009-10

2009-10	CEA Salary Scale						
Steps	BA	BA+18	BA+30	BA+30/MA	MA	MA+15	MA+30/EDS
1	34181	35108	35976	36679	36817	37631	38415
2	35917	36867	37784	38536	38689	39536	40370
3	37686	38638	39597	40401	40567	41467	42334
4	39415	40433	41435	42287	42466	43408	44316
5	41174	42226	43277	44174	44368	45345	46295
* 6	42934	44023	45117	46055	46261	47290	48278
7	44702	45819	46957	47943	48164	49227	50255
8	46490	47613	48798	49829	50062	51150	52221
9	48384	49410	50637	51714	51961	53106	54217
10	49337	51206	52476	53596	53857	55046	56201
11	50448	53337	54644	55812	56091	57350	58552
12	52503	55469	56852	58049	58328	59618	60866
13	52503	55469	56852	58049	58328	59618	60866
14	52503	55469	56852	58049	58328	59618	60866

* Regular teacher experience increments for personnel with a Provisional Certificate end with new Step 6.

** BA+30/MA schedule applies only to Bargaining Unit Members with a BA+30 or dual certification in 2001-2002. (Reference Appendix E)

Longevity shall be paid beginning at Step 15 at the rate of \$2,100. Additional longevity of \$2,750 shall be paid at Step 20 and thereafter.

The salary schedule signed June 7, 2010 for 2009-10 is now the negotiated schedule for 2009-2010.

**APPENDIX A - SALARY SCHEDULE
COOR INTERMEDIATE SCHOOL DISTRICT**

SALARY SCHEDULE 2010-11

COOR ISD
2010/11 CEA Salary Scale

Steps	BA	BA+18	BA+30	BA+30/MA	MA	MA+15	MA+30/EDS
1	34,501	35,437	36,313	37,023	37,162	37,984	38,775
2	36,254	37,213	38,138	38,897	39,052	39,907	40,748
3	38,039	39,000	39,968	40,780	40,947	41,856	42,731
4	39,785	40,812	41,823	42,683	42,864	43,815	44,731
5	41,560	42,622	43,683	44,588	44,784	45,770	46,729
6*	43,337	44,436	45,540	46,487	46,695	47,733	48,731
7	45,121	46,249	47,397	48,392	48,616	49,689	50,726
8	46,926	48,059	49,255	50,296	50,531	51,630	52,711
9	48,838	49,873	51,112	52,199	52,448	53,604	54,725
10	49,800	51,686	52,968	54,098	54,362	55,562	56,728
11	50,921	53,837	55,156	56,335	56,617	57,888	59,101
12	52,995	55,989	57,385	58,593	58,875	60,177	61,437
13	52,995	55,989	57,385	58,593	58,875	60,177	61,437
14	52,995	55,989	57,385	58,593	58,875	60,177	61,437

* Regular teacher experience increments for personnel with a Provisional Certificate end with new Step 6.

** BA+30/MA schedule applies only to Bargaining Unit Members with a BA+30 or dual certification in 2001-2002. (Reference Appendix E)

Longevity shall be paid beginning at Step 15 at the rate of \$2,100. Additional longevity of \$2,750 shall be paid at Step 20 and thereafter.

Calculation of Contract Amounts:

For 2010-11 and subsequent years, the improvement in the COOR EA Salary Schedule is the average percentage (%) change, if any, made to the Crawford AuSable, Houghton Lake, Roscommon, and West Branch-Rose City salary schedules. This average percentage change will be applied to the previous year COOR EA schedule.

No final calculations are to be made until all local districts that are used in the computation of this schedule are settled and ratified. If all schools are not settled by September 1, then improvements will be made at level and step, if the employees are eligible for those improvements. If all four districts are not settled by November 1st, this issue will be brought to Liaison during November for determination of how the salary will be calculated until all districts are settled and ratified.

CEA personnel receiving longevity and/or who are peaked out on their steps will receive a one-time lump sum amount equal to 3% of the base amount for their current step and rail for the 2010-2011 school year only. This is a non-recurring lump-sum payment and affects the following staff: Rose Ames-Berger, Tammy Baudoux, Michele Cochrane, Mary Kleinert, Debbie Nielsen, Stacey Swartout and Brenda Vaughn.

APPENDIX B - INSURANCE COVERAGE 2009-10

For the 2009-2010 school year until ratification of new contract:

MESSA-PAK "A" and "B" coverages are as follows:

PLAN A - For Bargaining Unit Members needing health insurance

CHOICES II - \$5/\$10 Rx – No deductible

LONG TERM DISABILITY	66 2/3% \$2,500 Maximum 90 Calendar Days - Straight Wait Freeze on Offsets Alcoholism /Drug Addiction 2 Year Mental/Nervous Same as any other illness
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DELTA DENTAL	75-75-50: \$1,200
NEGOTIATED LIFE	\$30,000 AD&D
VISION	VSP-3

PLAN B - For Bargaining Unit Members not needing health insurance

DELTA DENTAL	80/80/80:\$1,300
VISION	VSP-3
NEGOTIATED LIFE	\$40,000 AD&D
DEPENDENT LIFE	\$10,000 Spouse / \$5,000 Child(ren)
LONG TERM DISABILITY	66 2/3% Same as above

**FOR SCHOOL YEAR 2009-10
THROUGH 7/31/10 ONLY**

PLAN A - For Bargaining Unit Members needing health insurance.

CHOICES II - \$5/\$10 Rx - No Deductible

LONG TERM DISABILITY 66 2/3%
\$2,500 Maximum
90 Calendar Days - Straight Wait
Freeze on Offsets
Alcoholism /Drug Addiction 2 Year
Mental/Nervous Same as any other illness
DELTA DENTAL 75-75-50 \$1200
NEGOTIATED LIFE \$30,000
VISION VSP-3

**PLAN B - For Bargaining Unit Members not
needing health insurance**

DELTA DENTAL
80/80/80:\$1,300
VISION VSP-3
NEGOTIATED LIFE
\$41,000 AD&D
DEPENDENT LIFE
\$10,000 Spouse / \$5,000 Child(ren)
LONG TERM DISABILITY 66 2/3%
Same as above

Should the Association choose to continue MESSA PAK coverage as outlined above those individuals electing Plan "B" will be eligible for a \$1,800 annual one time payment provided the recipient has other health insurance coverage.

- A. July 1, 2009 through June 30, 2010 COOR Board shall pay a maximum premium per below per employee per month.

Dates	Monthly Amount	Amount of Increase over previous year maximum
7/1/-09 – 6/30/10	1224.99	

Any unused portion of the amount stated shall carry over to the following year.

- B. The Bargaining Unit Member monthly cost shall be based on the census data for the Association insurance group submitted to the insurance carrier by the ISD in the Spring, prior to the contract year.

The calculation of the monthly Bargaining Unit Member insurance cost shall be the number of Plan A Bargaining Unit Members times the Plan A monthly cost, plus the number of Plan B Bargaining Unit Members times the Plan B monthly cost plus \$150 per Plan B Bargaining Unit Member, divided by the total number of Plan A plus Plan B Bargaining Unit Members.

The annual calculations shall be an addendum to the contract as soon as they become available.

- C. If the per employee monthly cost exceeds the maximum monthly Board contribution amount, each Association member participating in Plan A shall be required to pay the difference in biweekly payroll deductions.
- D. Insurance benefits will be reviewed on an annual basis by a committee consisting of three bargaining unit members and two staff appointed by the superintendent. The bargaining unit shall notify the employer of its desired coverage and the preferred insurance carrier within sixty (60) days of the district's receipt of the insurance rates for the coming year from the current health insurance provider.

INSURANCE COVERAGE 2010-11 Beginning 8/1/10

MESSA-PAK "A" and "B" coverages are as follows:

PLAN A - For Bargaining Unit Members needing health insurance

CHOICES II – SAVER RX	
LONG TERM DISABILITY	66 2/3% \$2,500 Maximum 90 Calendar Days - Straight Wait Freeze on Offsets Alcoholism /Drug Addiction 2 Year Mental/Nervous Same as any other illness
DELTA DENTAL	75-75-50: \$1,200
NEGOTIATED LIFE	\$30,000 AD&D
VISION	VSP-3

PLAN B - For Bargaining Unit Members not needing health insurance

DELTA DENTAL	80/80/80:\$1,300
VISION	VSP-3
NEGOTIATED LIFE	\$40,000 AD&D
DEPENDENT LIFE	\$10,000 Spouse / \$5,000 Child(ren)
LONG TERM DISABILITY	66 2/3% Same as above

PLAN A - For Bargaining Unit Members needing health insurance.

CHOICES II – SAVER Rx

LONG TERM DISABILITY 66 2/3%
\$2,500 Maximum
90 Calendar Days - Straight Wait
Freeze on Offsets
Alcoholism /Drug Addiction 2 Year
Mental/Nervous Same as any other illness
DELTA DENTAL 75-75-50 \$1200
NEGOTIATED LIFE \$30,000
VISION VSP-3

**PLAN B - For Bargaining Unit Members not
needing health insurance**

DELTA DENTAL
80/80/80:\$1,300
VISION VSP-3
NEGOTIATED LIFE \$41,000
AD&D
DEPENDENT LIFE \$10,000
Spouse / \$5,000 Child(ren)
LONG TERM DISABILITY 66 2/3%
Same as above

Should the Association choose to continue MESSA PAK coverage as outlined above those individuals electing Plan "B" will be eligible for a \$1,800 annual one time payment provided the recipient has other health insurance coverage.

- A. July 1, 2010 through June 30, 2011 COOR Board shall pay a maximum premium per below per employee per month.

Dates	Monthly Amount	Amount of Increase over previous year maximum
7/1/10 – 6/30/11	1224.99	

Any unused portion of the amount stated shall carry over to the following year.

- B. The Bargaining Unit Member monthly cost shall be based on the census data for the Association insurance group submitted to the insurance carrier by the ISD in the Spring, prior to the contract year.

The calculation of the monthly Bargaining Unit Member insurance cost shall be the number of Plan A Bargaining Unit Members times the Plan A monthly cost, plus the number of Plan B Bargaining Unit Members times the Plan B monthly cost plus \$150 per Plan B Bargaining Unit Member, divided by the total number of Plan A plus Plan B Bargaining Unit Members. This calculation shall be applied to each insurance plan separately.

The annual calculations shall be an addendum to the contract as soon as they become available. The calculation is subject to being amended monthly based on the census data for the insurance group.

- C. If the per employee monthly cost exceeds the maximum monthly Board contribution amount, each Association member participating in Plan A shall be required to pay the difference in biweekly payroll deductions.
- D. Insurance benefits will be reviewed on an annual basis by a committee consisting of three bargaining unit members and two staff appointed by the superintendent. The bargaining unit shall notify the employer of its desired coverage and the preferred insurance carrier within sixty (60) days of the district's receipt of the insurance rates for the coming year from the current health insurance provider.

INSURANCE COVERAGE 2011-2013
BEGINNING SCHOOL YEAR 2011-12 AND 2012-2013

- A. Beginning with 7/1/11 – 6/30/12 the annual amount will be the average of the employer contributed “family” dollar amount for Crawford AuSable, Houghton Lake, Roscommon and West Branch-Rose City.

Beginning July 1st of the year beginning in 2011, the district’s monthly contribution will be based on the prior year’s contribution and adjusted to the new average of the four districts when the data becomes available and the average applied retroactively to July 1st.

Any unused portion of the amount stated shall carry over to the following year.

INSURANCE COVERAGE 2011-2012

MESSA-PAK "A" and "B" coverages are as follows and are subject to modification per Appendix B.D.

PLAN A - For Bargaining Unit Members needing health insurance

CHOICES II – SAVER RX	
LONG TERM DISABILITY	66 2/3% \$2,500 Maximum 90 Calendar Days - Straight Wait Freeze on Offsets Alcoholism /Drug Addiction 2 Year Mental/Nervous Same as any other illness
DELTA DENTAL	75-75-50: \$1,200
NEGOTIATED LIFE	\$30,000 AD&D
VISION	VSP-3

PLAN B - For Bargaining Unit Members not needing health insurance

DELTA DENTAL	80/80/80:\$1,300
VISION	VSP-3
NEGOTIATED LIFE	\$40,000 AD&D
DEPENDENT LIFE	\$10,000 Spouse / \$5,000 Child(ren)
LONG TERM DISABILITY	66 2/3% Same as above

PLAN A - For Bargaining Unit Members needing health insurance.

CHOICES II – SAVER Rx

LONG TERM DISABILITY 66 2/3%
\$2,500 Maximum
90 Calendar Days - Straight Wait
Freeze on Offsets
Alcoholism /Drug Addiction 2 Year
Mental/Nervous Same as any other illness
DELTA DENTAL 75-75-50 \$1200
NEGOTIATED LIFE \$30,000
VISION VSP-3

**PLAN B - For Bargaining Unit Members not
needing health insurance**

DELTA DENTAL
80/80/80:\$1,300
VISION VSP-3
NEGOTIATED LIFE
\$41,000 AD&D
DEPENDENT LIFE
\$10,000 Spouse / \$5,000 Child(ren)
LONG TERM DISABILITY 66 2/3%
Same as above

Should the Association choose to continue MESSA PAK coverage as outlined above those individuals electing Plan "B" will be eligible for a \$1,800 annual one time payment provided the recipient has other health insurance coverage.

- A. Beginning with 7/1/11 – 6/30/12 the annual amount will be the average of the employer contributed “family” dollar amount for Crawford AuSable, Houghton Lake, Roscommon and West Branch-Rose City.

Beginning July 1st of the year beginning in 2011, the district’s monthly contribution will be based on the prior year’s contribution and adjusted to the new average of the four districts when the data becomes available and the average applied retroactively to July 1st.

- B. The Bargaining Unit Member monthly cost shall be based on the census data for the Association insurance group submitted to the insurance carrier by the ISD in the Spring, prior to the contract year.

Plan A coverage is defined as Bargaining Unit Members needing health insurance. Plan B coverage is defined as Bargaining Unit Members not needing health insurance. The calculation of the monthly Bargaining Unit Member insurance cost shall be the number of Plan A Bargaining Unit Members times the Plan A monthly cost, plus the number of Plan B Bargaining Unit Members times the Plan B monthly cost plus \$150 per Plan B Bargaining Unit Member, divided by the total number of Plan A plus Plan B Bargaining Unit Members.

The annual calculations shall be an addendum to the contract as soon as they become available. The calculation is subject to being amended monthly based on the census data for the insurance group.

- C. If the per employee monthly cost exceeds the maximum monthly Board contribution amount, each Association member participating in Plan A shall be required to pay the difference in biweekly payroll deductions.
- D. Insurance benefits will be reviewed on an annual basis by a committee consisting of three bargaining unit members and two staff appointed by the superintendent. The bargaining unit shall notify the employer of its desired coverage and the preferred insurance carrier within sixty (60) days of the district’s receipt of the insurance rates for the coming year from the current health insurance provider. Any changes agreed upon are subject to ratification by the Association and if ratified will be an addendum to the contract.

APPENDIX C

**COOR EDUCATION ASSOCIATION
GRIEVANCE FORM**

Name of Grievant: _____ Grievance No. _____

Date Grievance Occurred: _____ Date Filed: _____

Nature of Grievance:

Contract Article(s) Violated:

Relief Sought:

Signature of Grievant

Date

Signature of Association

Date

LEVEL I - Oral

Date discussed with Supervisor: _____

Result of discussion: _____

Signature of Supervisor

Date

Position of Association/Grievant: ___ Satisfactory ___ Unsatisfactory, proceed to next level.

Signature of Association/Grievant

Date

LEVEL I - Written

Date received by Supervisor: _____
Date of meeting with Supervisor: _____
Disposition by Supervisor: _____

Signature of Supervisor

Date

Position of Association/Grievant: ___ Satisfactory ___ Unsatisfactory, proceed to next level.

Signature of Grievant/Association

Date

LEVEL II

Date received by Superintendent: _____
Date of meeting with Superintendent: _____
Disposition by Superintendent: _____

Signature of Superintendent

Date

Position of Association/Grievant: ___ Satisfactory ___ Unsatisfactory, proceed to next level.

Signature of Association

Date

Signature of Grievant

Date

LEVEL III

Date submitted to Arbitration:

Signature of Association

Date

APPENDIX D

RE: BA + 30 / MA

Only the listed Bargaining Unit Members shall be eligible for the BA + 30 / MA rail for the duration of the contract and shall remain grandfathered until they reach the MA level or leave the employment of COOR.

**Theresa Bradley
Judi Seifert
Donna Burger**

APPENDIX E

Employee evaluation and performance based compensation will be negotiated to be in compliance with the state law, when state guidance becomes available.