

MASTER AGREEMENT

between

COOR Intermediate School District

and the

COOR Education Association/MEA-NEA

July 1, 2019 – June 30, 2021

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COOR EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into by and between the C.O.O.R. Education Association affiliated with the Michigan Education Association/National Education Association (“CEA-MEA/NEA”), as hereinafter called the “Association” and C.O.O.R. ISD, hereinafter called the “Board” or “District”. The signatories shall be the sole parties to this Agreement.

WITNESSETH:

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act 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 1 - RECOGNITION

A. The Board hereby recognizes the C.O.O.R 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 C.O.O.R. Intermediate School District in special education classroom positions requiring a certified teacher and/or approved by the State Department of Education or employed in the position providing direct services to students which require a license. Existing bargaining unit positions requiring a license or certification will continue to be included even if there is a change in state rules or regulations.

B. All Bargaining Unit Members employed as teachers or other professional staff 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.

C. The Board agrees not to negotiate with any Bargaining Unit Member nor to negotiate with any teachers' organization other than the C.O.O.R. 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.

E. “Ancillary Staff Member” shall refer to members of the bargaining unit whose employment is not regulated by the Tenure Act.

F. 1. The Board shall not subcontract 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 Association.

No Bargaining Unit Member will be laid-off as a result of subcontracting.

2. 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 Association.

ARTICLE 2 - ASSOCIATION AND BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member as defined in Article 1, Section 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 the laws 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. The Board will not discriminate against any Bargaining Unit Member with respect to hours, wages or any terms or conditions of employment by reasons of their participation or non-participation in any activities of the Association or collective professional negotiations with the Board, or their 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' rights he may have under the law or applicable laws and regulations. The rights granted to Bargaining Unit Members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use District 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 District 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 District 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, religion and political activities. .

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.
- 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 Professional Staff Member shall be entitled to have present a representative of the Association when he is being disciplined or discharged. 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 Professional Staff Member's file. The discipline and discharge of a Professional Staff Member who has completed the probationary period shall be based on the nature and severity of the situation, and shall not be for arbitrary or capricious reasons.

- O. If a Bargaining Unit Member believes that material to be placed in their file is inappropriate or in error, he/she may have attached to it a written rebuttal within ten days as afforded by law. Bargaining Unit Members 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 required to carry out a directive which may endanger their physical safety or well-being beyond the normal risks inherent in that assignment.

ARTICLE 3 - 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 4 - PAYROLL DEDUCTIONS

- A. Payroll will be issued by direct deposit for all credit unions and banks within the C.O.O.R. service area.
- B. 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 C.O.O.R. ISD has agreed to make salary deduction and remittances for tax-sheltered annuities for Association bargaining unit members.

ARTICLE 5 - HOURS AND CASE LOADS

- A. A business day shall be not less than a seven (7) hour day. Concerns or request for deviations from the standard hours shall be brought to the immediate supervisor and be reviewed on a case by case basis.
- 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.
- D. Bargaining unit members shall have a duty-free lunch period of at least thirty (30) minutes in length per day.

ARTICLE 6 - WORKING CONDITIONS

It is agreed that the Board 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 Board or their 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 Bargaining Unit Member responsibilities.
- E. Adequate storage space in each classroom for instructional materials.
- F. The Board will make reasonable effort, within the first two weeks of placement, to work with placement locations to make sure proper technology for COOR ISD staff is available to use.

ARTICLE 7 - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS

- A. All Professional Staff 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 Professional Staff Member affected shall be notified promptly and consulted. In no event will changes in Professional Staff Member 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, shall maintain on-going communication with the parents of the students and district assignment that are on their caseload to review progress of the students.
- 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 be maintained electronically and 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. Preference in any additional assignments shall be given to Bargaining Unit Members regularly employed in the District and shall be in accordance with qualification. Such additional assignments shall not be obligatory but shall be with the consent of the Bargaining Unit Member.

**ARTICLE 8 - TRANSFERS, VACANCIES AND PROMOTIONS
OF PROFESSIONAL STAFF**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its Professional Staff Members. Requests by Professional Staff Members for transfer to a different work assignment 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 Professional Staff Member Assignment 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 Professional Staff 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 Professional Staff Member 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. Professional Staff Member 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 Professional Staff Member positions shall be announced with accompanying job descriptions.

For Positions not regulated by the teacher tenure act, 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 Professional Staff Member. Consideration shall not be for arbitrary or capricious reasons.

Newly created Professional Staff Member positions shall be posted at the C.O.O.R. Administrative Office along with a copy of such posting to the Association President with copies sent to C.O.O.R. 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. Professional Staff Members may apply for such positions by submitting a

written application to the personnel office. Professional Staff Member 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 all bargaining unit vacancies will be sent to the Association President and vacancies will be posted on the web site.
- G. 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.

ARTICLE 9 - ILLNESS OR DISABILITY

- A. Bargaining Unit Members with less than two (2) full years of experience at C.O.O.R. 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. Bargaining Unit Members who work the year round calendar or days in excess of the calculated average will be credited with an additional 1 day 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.
- E. 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).
- F. 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 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 10 - 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 three (3) weeks 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.
The Bargaining Unit Member will file a written report if requested.
 3. Additional days may be used if requested, at the discretion of the supervisor or administrator.
 4. Regional organizational meetings.
- 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 their full salary. However, any pay received from the Court must be turned into the ISD payroll department less mileage. This will not apply to any matter involving an Unfair Labor Practice or Arbitration proceedings unless the individual(s) is(are) called by the Board, or any matter where the employer is party.
- 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 11 - UNPAID LEAVES OF ABSENCE

- A. 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.
- B. 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 C.O.O.R. by April 1 of the year in which leave is taken. The leave may be extended to complete a full school year. An unpaid leave will be with the understanding that it is a leave of absence from C.O.O.R 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 12 - EVALUATION OF PROFESSIONAL STAFF MEMBER JOB PERFORMANCE AND JOB ACCOMPLISHMENTS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly-hired and experienced Professional Staff Member.. Each probationary Professional Staff Member shall have a minimum of two (2) evaluations annually. Professional Staff Members who have completed the probationary period of three (3) work years 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 Professional Staff Member is the responsibility of the administration.
- B. All monitoring or observation of the work of a Professional Staff Member shall be conducted openly and with full knowledge of the member.
- C. Copies of all communications, including evaluations by C.O.O.R. administrators, commendations, and validated complaints directed toward Professional Staff Members, which are included in the personnel file, shall be given to the Professional Staff Member at the time of inclusion. Upon completion all evaluations shall be reduced to writing and a copy given to the Professional Staff Member within ten (10) working days of the personal conference between the member and his/her evaluator. If the Professional Staff Member disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file.
- D. Following the actual observation, a personal conference shall be held between the Professional Staff Member and his evaluator for the purposes of reviewing the observation.
- E. If an evaluator identifies areas for improvement in a Professional Staff 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 Professional Staff Member is to improve and of assistance to be given by the administrator.
- F. Each Professional Staff Member, upon their 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.
- G. If the Superintendent is contemplating recommending to the Board of Education, the dismissal of a probationary Professional Staff Member for unsatisfactory work, then he

shall notify the probationary Professional Staff Member of this fact at least fifteen (15) days prior to the end of the Professional Staff Member work year.

ARTICLE 13 - 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 14 - MAINTENANCE OF STANDARDS

This Article shall not restrict the Board in making assignments to the limits stated in Article 6-- 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.

ARTICLE 15 - 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 cause for disciplinary action as deemed necessary. Disciplinary action shall not be arbitrary or capricious for failure or refusal with this article.
- 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. 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 C.O.O.R. Central Office. If all assigned schools are closed, the teacher need not report to a school or C.O.O.R. 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 Section 2 above, Bargaining Unit Members shall call the C.O.O.R. central office between the hours of 8:00 a.m. and 9:00 a.m. to indicate their selection.

ARTICLE 16 - 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.
- 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. Staff assigned to the CEC, the school calendar will be the calendar developed for the CEC with wages determined by calculating the daily rate using the average number of days of the following four school districts: Crawford-AuSable, Houghton Lake, Roscommon Area Public Schools, and West Branch-Rose City. The daily rate will then be multiplied by the number of days worked.
- D. 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 17 - COMPENSATION

- A. The basic salaries of Bargaining Unit Members covered by this Agreement are set forth in Appendix A
- 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.

For recruiting purposes, the District reserves the right to deviate from the above placement procedures to afford advanced placement beyond actual years of experience or without experience provided such placement does not put newly hired Bargaining Unit Member at a step higher than an existing Bargaining Unit Member with the same licensure or certification.

- 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:

$$\text{Contract amount divided by Contract Days} = \text{Daily Rate,}$$

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. If a COOR vehicle is available it will be utilized and no mileage will be paid.
- E. With the approval of the Director, the Board shall pay the cost of joining organizations in the individual Bargaining Unit Member's specialty area, to a maximum of three hundred fifty dollars (\$350) annually. The amount to be reimbursed will be for basic certifications, registry fees, and state licenses as it relates to their professional status.
- F. Bargaining Unit Members will be reimbursed consistent with Board Policy for expenses at conferences or meetings.
- G. Bargaining Unit Members assigned to the EarlyOn home based services will be provided a mobile device and follow the Board's acceptable use policy.
- H. If a teacher is rated Effective or Highly Effective, the teacher will receive merit pay in the amount of \$100 during the last pay period in June. If a teacher is rated Ineffective or Minimally Effective, an Individual Development Plan shall be developed between teacher and administrator.

ARTICLE 18 - 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. Part-time employees will have their benefits pro-rated according to the following schedule.

0.1 to 0.5	50% of Plan A
Over 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 19 - 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.

ARTICLE 20 - 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 21 - 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 ten (10) 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. The arbitrator shall have no power to rule on evaluation, layoff, recall placement assignment, discipline, discharge, merit pay, or

prohibited subject. The arbitrator shall have no authorization to interpret state or federal law.

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 hereunder may be processed through the Grievance Procedure until resolution.
- Q. The grievance form is as attached as Appendix C.

ARTICLE 22- NEGOTIATION PROCEDURES

- A. Before April 1st of the final year of this Agreement, 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.
- C. The District agrees to type the Agreement and copies will be available on the District's web site within thirty (30) days after the Agreement is ratified, proof read and signed.

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 23 - MISCELLANEOUS PROVISIONS

- A. The parties agree that this Agreement 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.
- 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. All C.O.O.R Bargaining Unit Members shall complete and return a monthly travel and expense form to the C.O.O.R.office.
- G. Bargaining Unit Members who will be absent from work shall call the C.O.O.R. 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.

Itinerant staff are responsible for maintaining their schedule on the District's electronic calendar system.

- H. All C.O.O.R Ancillary Bargaining Unit Members shall keep an accurate daily log of their activities.
- I. The Board and the Association agree that Bargaining Unit Members transferring to C.O.O.R Intermediate School District from constituent school districts, shall be given full experience credit and seniority in their area of approval.

By every October 15 thereafter, the Board shall prepare, update, and distribute a seniority list.

ARTICLE 24 - RETIREMENT PLAN

- A. 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 C.O.O.R Intermediate School District, and upon enrolling in 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 Bargaining Unit Member’s current base rate.
 - b. Maximum payment will be \$10,000.
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 at the end of the last work day of the year the Bargaining Unit Member elects for retirement, and written notification of the resignation must be received by February 1 of the year of retirement.
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.
6. This Article will not apply to Bargaining Unit Members hired after the ratification of the 2013-2015 Master Agreement.

ARTICLE 25 - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall continue in effect until the 30th day of June, 2021. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

C.O.O.R. EDUCATION ASSOCIATION

By *Nicole Grace*

Date 7-11-2019

By *Tammy & Baudoux ORK*

Date 7-11-2019

Joseph Moore 7-11-19

Ratified July 8, 2019

C.O.O.R. BOARD OF EDUCATION

By *Shawn Petri*

Date 7-11-19

By *Marc Wills*

Date 7/17/2019

Ratified July 10, 2019

Association Team:

Nicole Grace
Tammy Baudoux
Joseph Moore

Board Team:

Shawn Petri, Superintendent
Marc Wills, SE Director
Brent Cryderman, Principal

APPENDIX A
SALARY SCHEDULE



COOR Intermediate School District

2019-2020

Steps	BA	BA+18	BA+30	MA	MA+15	MA+30
1	36,506	37,485	38,402	39,291	40,151	40,979
2	38,340	39,344	40,313	41,270	42,164	43,045
3	40,209	41,214	42,228	43,252	44,204	45,120
4	42,036	43,113	44,170	45,259	46,255	47,213
5	43,894	45,008	46,117	47,270	48,302	49,305
6	45,754	47,948	48,061	49,270	50,355	51,401
7	47,623	48,803	50,006	51,281	52,405	53,490
8	49,512	50,697	51,950	53,286	54,435	55,568
9	51,513	52,597	53,894	55,291	56,502	57,454
10	52,520	54,495	55,837	57,296	58,553	59,772
11	53,693	56,746	58,127	59,655	60,987	62,255
12	55,865	58,998	60,460	62,020	63,383	64,701
13	55,865	58,998	60,460	62,020	63,383	64,701
14	55,865	58,998	60,460	62,020	63,383	64,701

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

Occupational Therapists, School Social Workers and Speech Pathologists whose Masters Degree requires more than thirty-three (33) semester hours, will be granted credit for the credits over thirty-three (33) toward placement on the lanes beyond the MA.

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.

2019-2020

The adjustment in the C.O.O.R. EA salary schedule is the average percentage (%) change (i.e. freeze, increase or decrease) of settlements 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 C.O.O.R. EA schedule.

If one of the foregoing districts has a ratified agreement with a one-time off-schedule increase in it, the amount paid to the C.O.O.R. EA Bargaining Unit Members will be 25% of that amount paid one-time off-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 adjustments will be made at level and step, if the employees are eligible for those adjustments. If all four districts are not settled by November 1st, this issue will be brought to Liaison Committee during November for determination of how the salary will be calculated until all districts are settled and ratified.

It is agreed that if all the districts used in the calculation are not ratified by June 30, 2019 and one of those districts later ratifies an agreement calling for a reduction in the salary schedule, the reduction will only be implemented prospectively in terms of averaging for the year from the date of ratification of that district's agreement. Any ratified settlements reached after June 30, 2019 calling for increases will be applied retroactively.

APPENDIX B - INSURANCE COVERAGE

PLAN A - For Bargaining Unit Members needing health insurance

COMMUNITY BLUE PPO	\$500/\$1,000 in-network annual deductible and \$1,000/\$2,000 out of network annual deductible; Blue Preferred RX LG Prescription Drug Coverage (Three Tier Copay/Coinsurance)
SIMPLY BLUE PPO HSA LG withRX	\$1,300/\$2,700 in network annual deductible and \$2,700/\$5,400 out of network annual deductibles; Simply Blue HSA LG Prescription Drug Coverage (Three Tier Copay/Coinsurance)
LONG TERM DISABILITY	66 ² / ₃ % \$3,500 Maximum 90 Days Coordinated Benefits Alcoholism /Drug Addiction 2 year Mental/Nervous 2 year

DENTAL	75-75-50-75: \$1,000 annual max \$1,200 life time max Ortho
NEGOTIATED LIFE	\$30,000 AD&D
VISION	VSP Choice Network

PLAN B - For Bargaining Unit Members not needing health insurance

DENTAL	75/75/50 \$1,000 annual max and \$1,200 life time max
VISION	VSP Choice Network
NEGOTIATED LIFE	\$30,000 AD&D
LONG TERM DISABILITY	66 ² / ₃ % Same as above

The District's maximum monthly cost toward Plan A premiums and all other costs associated with the implementation of those plans (medical and non-medical) shall be as follows:

	2019-2020
Full Family	\$18,232.31
Employee and Spouse or Employee and Child	\$13,980.75
Single	\$6,685.17

Those individuals electing Plan "B" will be eligible for a \$150.00 per month in cash under a qualified Section 125 plan provided the recipient has other health insurance coverage.

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.

The parties reserve the right to review and amend the plans (i.e. specifications, underwriters, third party administrators, etc.) provided above each year. Any changes made are subject to ratification by the parties.

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