

MASTER AGREEMENT

NEWAYGO COUNTY REGIONAL
EDUCATIONAL SERVICE AGENCY

AND

NEWAYGO COUNTY
EDUCATION ASSOCIATION

2018- 2020

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AGREEMENT

This Agreement is entered into as of the 25th day of June, 2018 by and between the Newaygo County Regional Educational Service Agency (“the “Employer”) and the Newaygo County Education Association, MEA-NEA (“the Association”).

RECOGNITION

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

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

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

Section 1.1. Employees. Persons employed on a temporary basis to fill a specific vacancy may be issued a “contract of temporary employment” in accordance with the terms of this master agreement, but shall not be members of the bargaining unit nor be subject to the terms of this master collective bargaining agreement at any time during the duration of their period of temporary service. After sixty (60) days of service (days actually worked), such temporary employees shall be subject to the provisions of the Appendix A (Salary Schedule), Article 6 (Insurance Protection) and Article 4 (Association Dues and Service Fees) of the master collective bargaining agreement.

Section 1.2. Reorganization. In the event that this district shall be combined with one or more districts, the Board will recommend in writing the continued recognition of the Association and the continued employment of its employees in such districts.

MANAGEMENT RIGHTS

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

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

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

ASSOCIATION RIGHTS

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

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

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

Section 3.3. Membership. The Board shall not discourage or promote membership in the association. Such membership is at the employee's election.

Section 3.4. Other Deductions. The Board shall deduct from the pay of each bargaining unit employee from whom it received authorization to do so and make appropriate remittance for annuities (403b), credit union, savings bonds, charitable donation, or any other plans or programs jointly approved by the Board and the Association.

TEACHER RIGHTS

Section 4.0. Seniority. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as an employee of the bargaining unit. Time spent on leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. The Employer shall prepare and present to the Association, a current seniority list of bargaining unit employees prior to September 15th of each year. Accompanying the names of each teacher on the list shall be the date of last hire, each teacher's certification, and job area. No person, other than an employee of the bargaining unit, shall possess, retain or accrue seniority within the bargaining unit. Corrections must be filed with the superintendent by November 15. Date of hire is defined as the first date in a job assignment after posting and approval by the Superintendent. In the event of a tie in the last date and certification a person will be placed in numerical order based upon the last four digits of the employee's social security number with the highest number getting the highest seniority.

Section 4.1a. Probationary Period. Teachers hired in positions eligible for tenure shall be probationary employees for the period of time specified in the Teacher Tenure Act. Teachers not yet eligible for tenure shall be probationary employees for a period of five (5) years, per guidelines in the Teacher Tenure Act. The length of a teacher's probationary period shall be established upon initial hire.

Section 4.1b. Non-Tenable Teachers. For purposes of this provision, non-tenurable teachers are defined as bargaining unit employees who are not eligible for tenure under the Michigan Teachers' Tenure Act, as amended (MCLA 38.71, *et. seq.*; MSA 15.1971, *et.seq.*)

A non-tenurable teacher may, upon initial employment with the Agency, be required to serve a probationary period. Non-tenurable teachers shall be probationary employees for a period not to exceed five (5) years. If a non-tenurable teacher works a partial school year (at least 90 consecutive work days) such periods shall be aggregated for purposes of computing the probationary period.

During the first three years of a non-tenurable teacher's probationary period, the Agency will provide a mentor for the teacher as outlined in the mentor section (Section 4.9) of this agreement.

At least fifteen (15) calendar days before the conclusion of the probationary period described in paragraph #2 above, the Agency shall determine whether the non-tenurable teacher's performance is highly effective, effective, minimally effective, or ineffective, and shall notify the teacher in writing. If the Agency determines minimally effective or ineffective performance, it shall provide the non-tenurable teachers with the reasons for its determination.

If the Agency determines that the probationary non-tenurable teacher's performance is ineffective or minimally effective in accordance with the above paragraphs, the Agency shall have the option to not renew the non-tenurable teacher's contract.

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

Section 4.2. Contract Renewal for Probationary Teachers. The Employer has the discretion to determine whether to renew the contract of any teachers who have not completed their probationary period, and the Employer's exercise of that discretion shall not be subject to challenge through the arbitration procedure of this Agreement. Pursuant to the Michigan Teachers' Tenure Act, tenurable probationary teachers may be dismissed at any time during their probationary period and such dismissal shall not be subject to challenge through the arbitration procedure of this agreement.

Section 4.3. Property Protection. The Board will reimburse teachers for any loss, damage, or destruction of personal property of the teacher, used in teaching and approved for use in writing for a specified period of time by the superintendent or center director in advance,

provided that such injury to property occurs while the said teacher is on duty in the school or on the school premises, and provided that such loss, damage or destruction of personal property of the teacher was not caused by the individual teacher's neglect. Special exceptions may be permitted by mutual agreement.

Section 4.4. Job Description. The Board shall provide each teacher, within 30 days of employment, with a job description containing all duties and responsibilities of the position. The description may be developed in cooperation with representatives of each area. It is expressly understood that each teacher was hired for a specific position and specific job title. Where the administration determines to alter fundamental or essential duties associated with the assignment of a teacher, the teacher as well as the Association, shall be consulted before such modifications are implemented, and parties may explore alternatives.

Section 4.5. Duties Not to be Altered. The duties of any non-tenurable bargaining unit employee or the responsibilities of any position in the bargaining unit will not be substantially altered, without prior consultation with the Association.

Section 4.6. Personnel Records. The Employer maintains personnel records for all teachers in the Central Administrative Office. After employment, teachers will be given advanced notice of the Employer's intention to insert any material which may adversely reflect on the character of the teacher's service. All complaints against a teacher placed in the personnel file shall identify the person bringing the complaint. Teachers shall be given a copy of the complaint material and be required to initial and date the file copy to indicate that they have seen it. Teachers shall have the right to review the contents of their personnel file at the convenience and under the supervision of the administration, with the exception of pre-employment confidential recommendations. If there is disagreement over the contents of a personnel file, the teacher may submit a written statement for inclusion into their file to explain their position concerning the material in dispute. This written statement shall be provided along with the contested material to any third party receiving the contested material.

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

Section 4.7. Non-Tenurable Staff Evaluations.

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

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

Such evaluations shall be conducted in a fair and reasonable manner. In the event that parties wish to change current evaluation procedures, a committee of non-tenurable staff (approved by the Association) and administrators shall function in changing the evaluation procedure, pending the approval of the parties.

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

Section 4.8. Merit Pay. The parties agree that tenurable staff earning a rating of *Ineffective* or *Minimally Effective* on his/her end-of-the-year evaluation for two consecutive years will not advance on the agreed upon salary schedule and rather his/her step will be frozen for the succeeding school year. Upon receiving a subsequent year-end evaluation rating of *Effective* or *Highly Effective*, staff shall resume progression on the agreed upon salary schedule.

Section 4.9. Mentor Teachers. In accordance with Section 1526 of the School Code, teachers in their first three years in the teaching profession shall be assigned a mentor. Teachers not in their first three years of the profession, and non-tenurable employees new to NC RESA may be assigned a mentor at the discretion of their supervisor. The purpose of such a relationship shall be to provide new teachers with assistance, resources and information in a non-threatening, collegial fashion, and to assist with the completion of the NC RESA induction and mentoring plan, when needed. Participation as a mentor teacher shall be voluntary. The mentor teacher shall maintain a confidential relationship with the mentee and shall not, in any fashion, be included in the formal evaluation process of the mentee. For each mentee assigned, mentor teachers shall annually be paid 1% percent of the BA base salary. To request payment for serving as a mentor teacher, an electronic status change form must be submitted by the mentor teacher no later than June 1 of the school year in which the duties were performed. If requests for payment are not entered into the status change form system by June 1st, payment will be forfeited.

Section 4.10. Discipline and Discharge. Non-tenurable teachers who have completed their probationary period shall not be disciplined (including loss of compensation) or discharged for reasons that are without just cause. Discipline shall include reprimands for inclusion in the non-tenurable teacher's file.

Section 4.11. Association Representative During Discipline. Teachers shall be entitled to request an Association representative be present during any investigatory interview that could lead to discipline. Likewise, the administration may have the same right for representation when an association representative is present.

PROFESSIONAL COMPENSATION

Section 5.0. Annual Compensation. All teachers employed, shall be placed on the salary schedule attached as Appendix A.

The salary schedule shall include:

- Bachelors
- Masters or Bachelors plus 30
- Masters plus 15
- Specialists, Masters plus 30, MSW, Ed.S., Doctorate

See letter of agreement for those persons currently on the BA+18 schedule. Such schedule shall remain in effect during the term of this contract.

Section 5.1. Number of Paychecks. Teachers will receive twenty-six (26) pays over the course of the year. Per Board policy, payment will continue to be by direct deposit. Each employee may choose the account to which the deposit is made and deposits will be made no later than the scheduled Friday payday. In order to accommodate the bi-weekly pay schedule, there will be years in which 27 pays will be necessary. The superintendent's office will inform the association when this anomaly occurs.

Section 5.2. Placement on Salary Schedule. All teachers shall be placed on the salary schedule according to the following:

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

Section 5.3. Advancement on Salary Schedule. Teachers shall receive advancement in level due to completion of courses at the opening of school and at the mid-point of the school year. Proof of credit must be provided before the mid-point of the school year. A mid-point increase would be based upon one-half of the contractual salary. The mid-point of the school year would be defined as the ninety-fourth day of school. Courses that are to be used for column advancement must be taken at an accredited, post-secondary institution or skills training (refer to Section 5.11).

Section 5.4. Written Contracts. The Board agrees to place all teachers under written contract for 187 days. Their work calendar/schedule is to be determined by the superintendent/supervisor with input from the affected employee upon request. Ancillary staff will follow the local district calendar where they are providing services as closely as is feasible, limited to one hundred eighty-seven (187) work days as outlined above. The Career-Tech Center/Education & Activity Center calendar/schedule will essentially conform to the model county calendar adopted by the Board. The terms of any individual contract of employment issued to any bargaining unit employee shall be subordinate to and subject to the terms of this collective bargaining agreement. Subject to Section 15(3) and 15(4) of PERA, to the extent of any conflict between an individual contract and this collective bargaining agreement, the collective bargaining agreement shall prevail. Any individual

contract may not contain any terms additional to or inconsistent with any provision of this collective bargaining agreement or PERA.

Section 5.5. Supplemental Contract. Teachers who are required by the Employer to work more than one hundred eighty-seven (187) days shall receive a supplemental contract for the additional days. The payment under the supplemental contract shall be based upon the teacher's hourly rate which is calculated by dividing the teacher's yearly compensation by one hundred eighty-seven (187), divided by their regularly scheduled hours per day. In the event a teacher is contracted to work less than seven and one quarter (7.25) hours per day, the amount of the per diem for the supplemental contract will be based on their pro-rata basis. Planning time and lunch may also be reduced by the same pro-rata portion.

Section 5.6. Individual Contract Extensions. Either inability or refusal of the teacher to extend their school year beyond the normal 187 days, or an extension other than those required by State law, shall in no way affect the status of their employment. Each teacher whose normal contract is an extended contract due to program requirements per MARSE, shall have the option once each three (3) years of not working the summer contract extension. The teacher wishing to select this option shall notify the superintendent of such intent by March 1 previous to the school year involved.

Section 5.7. Enrichment Classes and Summer Programs. The administration may select the most qualified NC RESA staff or other individual who requests consideration to teach enrichment and/or summer classes. Class description titles shall be posted on the NC RESA website for five (5) business days to give NC RESA staff time to inquire and apply to be the instructor. Application shall be by status change form or by submission of a resume and application. An hourly rate of .066% of BA base will be paid to the teachers of these positions through direct deposit. All enrichment and summer programs will be paid at the BA base level of the immediately preceding school year.

Section 5.8. Advisory Position. All certified teachers who are advisors to organizations such as the Business Professionals of America (BPA), Health Occupation Students of America (HOSA), Skills USA, FFA, etc., shall be paid in addition to their regular professional compensation, \$850, through direct deposit. Advisory positions to organizations shall not be mandatory, but shall be with the consent of the teacher. The administration shall determine all club advisors and shall develop minimum requirements to establish a club under this section of the contract for reimbursement.

Section 5.9. Post-Secondary College Courses. Certified teachers who align new courses for credit with a college course shall be paid a one-time development fee of \$110 per course when the first student completes that course. Additionally, teachers who coordinate record keeping and instruct for college credit shall be paid:

For Each Student Completing Course
\$8.25/student for a 1 credit course
\$16.50/student for a 2 credit course
\$24.75/student for a 3 credit course
\$33.00/student for a 4 credit course
\$41.25/student for a 5 credit course
\$49.50/student for a 6 credit course

For Each Student Receiving Credit
\$2.75/student for a 1 credit course
\$5.50/student for a 2 credit course
\$8.25/student for a 3 credit course
\$11.00/student for a 4 credit course
\$13.75/student for a 5 credit course
\$16.50/student for a 6 credit course

Total annual college course compensation shall not exceed \$1,320 per teacher excluding development fees, and paid through direct deposit.

Upon completion of the course, the instructor shall complete a "Post-Secondary College Course Reimbursement Form" and attach supporting documentation to verify that each student has completed and/or has received credit for the course. This form must be submitted to the instructor's immediate supervisor for approval no later than June 1. If requests for payment are not submitted by June 1st, payment will be forfeited. If approved, the immediate supervisor shall enter a status change form in the status change form system so payment can be made through payroll.

Section 5.10. Tuition Reimbursement. Training and certification testing will be reimbursed at the rate of seventy-five (75) percent of the cost of tuition, testing fees or registration fees, through direct deposit, not to exceed 6 credits per year. If additional credits are required by NC RESA to fulfill certification requirements for essential duties of a position, employees may apply for an exception to exceed 6 credits per year with Superintendent approval. All training certification testing and/or refinement of skills must be approved in advance of training by the superintendent, utilizing the request for educational coursework or skills training participation form, at which time expenses shall be determined. Annually authorized individuals are not eligible for tuition reimbursement until such time they become degreed. If certification testing is required by State agencies, accreditation organizations or the administration, it will be reimbursed at 100%, regardless if the individual is certified, licensed or annually authorized.

Reimbursement will only be made if completion is satisfactory (as defined by the university where the course is taken). Classes must be taken from accredited colleges or universities. Other schools may be approved by the Superintendent on an individual basis.

Classes will not be reimbursed if they are similar or a repeat of a class already taken at the same or a different institution.

If an employee receives a degree or lane change through classes taken under the tuition reimbursement benefit, the following shall apply:

If the reimbursement is for ten (10) or more credits, it is understood that the employee will continue service to NC RESA for at least two (2) years.

If the reimbursement is for less than ten (10) credits, it is understood that the employee will continue service to NC RESA for at least one (1) year.

If the employee chooses to depart employment prior to the one (1) or two (2) year commitment, the employee will repay 50% of the tuition to the NC RESA.

If an employee receives a degree or lane advancements under the tuition reimbursement benefit, and is subsequently laid-off before the one (1) or two (2) year requirement is met, the following shall apply:

- If the employee accepts a recall within 5 years as per section 11.2, the one (1) or two (2) year requirement would be held in abeyance during the time of the lay-off, and would be reinstated when the employee is recalled.
- If the employee does not accept a recall within 5 years as per section 11.2, 50% of the tuition will be re-paid to the NC RESA.

Section 5.11. Skills Training. Skills training, other than accredited courses, can be substituted for a maximum of six (6) semester credits of the initial eighteen (18) or subsequent twelve (12) or fifteen (15) semester credits required to reach each horizontal level superior to that certified or approved at initial employment. For this type of training, one (1) semester credit shall be awarded for each twenty (20) hours of skills training or twenty-five (25) State Continuing Education Clock Hours (SCECH). The superintendent is designated to approve skills training. Requests must be submitted and approved in advance of the training, utilizing the request for educational coursework or skills training participation form. Training will only be approved if the employee attends the training outside of their normal work schedule. Teachers receiving wages for training shall not receive credit toward horizontal movement on the salary schedule.

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

Section 5.12. Capstone Project. All teachers who perform the full Capstone Project functions for a properly placed student shall be paid \$60.00 prorated per placement per marking period, through direct deposit. Summer placements shall be equal to one marking period. Unless prior arrangements are made as per building Capstone Project procedure, teachers shall use their own vehicles to make Capstone Project visits and shall receive mileage reimbursement per Section 5.13 of this agreement.

Section 5.13. Mileage Payment. Teachers required or approved to use a personal vehicle in the performance of their duties shall be reimbursed at the IRS allowable rate, through direct deposit. Every teacher shall start logging reimbursable mileage from the teacher's office location or from the teacher's first assignment, as established by teacher and employer.

Section 5.14. Bonus. Employees on step 13 of the salary schedule in the 2017-18 school year shall receive a one-time off-schedule bonus of \$550 to be paid over 26 pays. This shall be for the 2017-18 school year only.

INSURANCE/BENEFIT PROTECTION

Section 6.0. Insurance Coverage. The Board shall contribute the following monthly amounts to be applied to MESSA insurance health (medical) coverage options based on participation language below:

2018-19 Board Health Contribution Rates

Single: \$546.71
 Two-Person: \$1,143.33
 Full Family: \$1,491.03

NCEA employees have until October 15, 2018 to notify administration of they intend to change health plans. If NCEA does not notify administration prior to October 15, 2018, the insurance coverage below will continue for the duration of the contract.

For the 2019-2020 year, the board will contribute the public employer contribution limitation established by the State of Michigan Department of Treasury as estimated below:

Single: \$563.00

Two-Person: \$1,177.40

Full Family: \$1,535.46

These rates are based on past history (2.98% average) of public employer contribution limitations established by the State of Michigan Department of Treasury and are subject to change once the Department of Treasury releases the official rates for 2019.

Plan A, C and D is for employees choosing health insurance. Plan B is for employees who do not choose health insurance. In the event that a husband and wife are both employees of NC RESA, only one health insurance plan shall be purchased and the spouse shall choose Plan B.

Plan A

1. MESSA ABC Plan 1 which includes:

- ABC prescription plan
- \$1,300/\$2,600 in-network deductible (or minimum required by IRS)
- \$2,600/\$5,200 out-of-network deductible (or minimum required by IRS)
- the adult immunization rider
- the Health Equity HSA account for high deductible reimbursement

If there is a change in plan benefits, 60 days advanced notice will be provided, as required by PPACA.

2. MESSA Long-Term Disability (90-day modified fill) Insurance for each full-time teacher. Benefits shall begin upon expiration of ninety (90) calendar days or all of a teacher's accumulated sick leave, whichever is greater, and include the following:

- Monthly benefit of 66-2/3% of contractual salary to a maximum of \$5,000 to age 64 for sickness or accident.
- No exclusion on mental/nervous condition.
- No exclusion on alcoholism/drug addictions.
- Social Security freeze.
- Three-year regular occupation waiver.

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

Plan B

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

Plan C

1. MESSA ABC Plan 1 with 10% co-insurance which includes:
 - ABC prescription plan
 - \$1,300/\$2,600 in-network deductible (or minimum required by IRS)
 - \$2,600/\$5,200 out-of-network deductible (or minimum required by IRS)
 - 10% co-insurance
 - the adult immunization rider
 - the Health Equity HSA account for high deductible reimbursement

If there is a change in plan benefits, 60 days advanced notice will be provided, as required by PPACA.

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

Plan D

1. MESSA ABC Plan 2 which includes:
 - ABC prescription plan
 - \$2,000/\$4,000 in-network deductible (or minimum required by IRS)
 - \$4,000/\$8,000 out-of-network deductible (or minimum required by IRS)
 - the adult immunization rider
 - the Health Equity HSA account for high deductible reimbursement

If there is a change in plan benefits, 60 days advanced notice will be provided, as required by PPACA.
2. MESSA Long-Term Disability (90-day modified fill) Insurance for each full-time teacher. Benefits shall begin upon expiration of ninety (90) calendar days or all of a teacher's accumulated sick leave, whichever is greater, and include the following:
 - Monthly benefit of 66-2/3% of contractual salary to a maximum of \$5,000 to age 64 for sickness or accident.
 - No exclusion on mental/nervous condition.
 - No exclusion on alcoholism/drug addictions.
 - Social Security freeze.
 - Three-year regular occupation waiver.

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

Section 6.1. Payment of Group Insurance Plan Costs (premiums, taxes, and fees).

PLAN A, C or D

Each teacher's monthly health insurance premium copay will be computed based on either a single coverage rate, a two-person coverage rate, or a family coverage rate.

- a) The Board will contribute no more than the full cap amounts for each eligible employee's health plan costs based on participation language below. If an employee's monthly plan cost is less than the monthly Board contribution amount, the Board will deposit the balance of the Board contribution amount into each employee's health savings account at the end of each month. The remaining balance of the monthly plan costs above the Board contribution amount will be the responsibility of the employee and may be withheld pursuant to Plan regulations, or may be taken as a regular payroll deduction.
- b) The Board's liability for dental, vision, life and long-term disability (LTD) insurance premiums for each employee and their eligible dependents shall be limited to 80% of the monthly premium. The eligible employee's share of the insurance premium for dental, vision, life and LTD insurance coverage of 20% will be the responsibility of the employee and may be withheld pursuant to Section 125 Plan regulations, or may be taken as a regular payroll deduction.
- c) Part-time teachers will receive a pro-rated benefit based upon the ratio of the number of hours in their regularly scheduled year to that of a full time teacher. All plan costs in excess of the pro-rated amounts shall be paid by the teacher electing to have the insurance coverage. The employer's liability under this section shall be limited to the pro-rated amounts.

PLAN B

Any full-time employee not electing health insurance protection will be provided \$4,000 per year, to be reduced by the cost of coverages listed in Section 6.0, Plan B. Part-time teachers not electing health insurance will receive a pro-rated amount of this \$4,000 payment based upon the ratio of the number of hours in their regularly scheduled year to that of a full-time teacher. Full time or regular part-time employees not electing health insurance protection will have dental, vision, life and LTD insurance coverage (Plan B), with the cost of this coverage deducted from the amounts set forth above in this paragraph.

If at least seven (7) employees elect Plan B insurance coverage, then the full dental, vision, life, and LTD coverage will not be deducted from the amount as set forth in the above paragraph, but rather employees will pay 20% of the premiums with the Board paying the remaining 80%. If the number of employee electing Plan B is fewer than seven (7) at any time during the course of the contract, employee's cash-in-lieu will again be reduced by the cost of coverage listed in Section 6.0, Plan B on the first day of the month following the status change, leaving only six or fewer employees remaining in Plan B.

Each employee who chooses Pak B will certify that he/she has access to medical coverage through another provider/source, such as a spouse's employer, and will provide proof of such coverage upon request of the employer.

Dates of Coverage

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

Employees who do not work a full year and whose employment is terminated will receive a pro-rated insurance benefit through the end of the month that employee is terminated. Employees who do not work a full year and whose employment ends for reasons other than termination, including death, shall receive a pro-rated insurance benefit based on the portion of the employee's work year worked. Any individual currently employed who resigns or retires at the end of a school year shall continue to receive the Board paid insurance benefit through August 31st or until they are eligible for coverage through another source.

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

LEAVES OF ABSENCE

Section 7.0. Sick Leave. Sick leave shall be granted to each teacher holding an employment contract on the basis of ten (10) days per year, except one (1) day additional shall be granted per each eighteen (18) work days for teachers employed on extended contracts. If the additional work days are scheduled for less than a full day (7.25 hours), the additional sick time will be allocated based upon the reduced hours (i.e., 18 work days at four (4) hours scheduled per day = four (4) hours of additional sick time). The appropriate number of days shall be added on the first day of each academic year, except as to staff added during the academic year that will be credited with a pro-rated portion, calculated at one day per month worked in the school year.

Sick leave shall be allowed for the illness/disability of a teacher when the teacher's illness or disability is such that they are unable to satisfactorily perform normal job duties or when

their presence at work would endanger the health of others; or for the illness/disability of teacher's spouse, dependent child, parent, or step-parent. Disability associated with pregnancy, miscarriage, abortion, or childbirth shall be treated as any other disability.

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

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

With the cooperation of the superintendent, suitable procedures for recording of sick leave shall be established. It shall be the individual teacher's responsibility to verify their individual electronic leave records annually. Sick leave may be used in one (1) hour increments with the exception of a full day absence which would be 7.25 hours. Medical appointments may be charged to sick leave or personal leave.

In the event a teacher has scheduled a sick day or personal day, at least 48 hours in advance, and the day is called a non-report "Act of God" day (i.e., snow day), the sick day shall not be deducted from the teacher's sick day accumulation or the personal day shall be restored to the teacher for the first two snow days. If the teacher has a scheduled sick day or personal day, at least 48 hours in advance, on snow day #3 and beyond, the sick day may not be deducted or the personal day may be restored at the discretion of the employee. If the employee has a scheduled sick day or personal day less than 48 hours in advance, the sick day or personal day will be denied and the employee must use a snow day. Partial days scheduled less than 48 hours in advance must be approved by the immediate supervisor.

Section 7.1. Sick Leave Donations. Any NCEA bargaining unit employee who anticipates that he/she will exhaust all sick leave and who must be absent for serious personal or family illness as defined in the Family & Medical Leave Act may make application in writing to the Superintendent to request a donation of hours from other NCEA bargaining unit employees.

- A. Upon request of an employee that this process be implemented, the Superintendent may consult with the NCEA President. The Superintendent shall have the discretion to send a written notification to all bargaining unit employees advising them per the form found in Appendix B.
- B. Employees will have five (5) business days to return the voluntary transfer form to the Superintendent's office. Volunteers will only be allowed to donate sick hours, not personal hours.
- C. Upon receipt of the voluntary transfer form, hours will be distributed from the volunteers sick leave accounts (beginning in the order received) as needed to supplement the requesting employee's pay for as long as voluntary transfer hours are available. Hours will be taken from volunteers' accounts on a rotation basis.

D. The requesting employee will be paid based upon his/her current salary, not to exceed the BA Step 7.

Section 7.2. Child Care Leave. A leave of absence without pay for up to one (1) year shall be granted to any teacher for the purpose of child care, if requested at least two (2) months in advance of the beginning date of the leave. The Family and Medical Leave Act provisions shall be used at the beginning of the child care leave, if appropriate. The beginning and ending date of the leave shall correspond with the beginning/end of a semester. Upon expiration of the leave, the teacher shall return to their regular assignment if available, or to a position to which the teacher is certified and qualified at the Board's discretion.

Section 7.3. Hospital Leave. Up to ten (10) additional days per year of paid leave shall be granted to each teacher who is confined to a hospital for each overnight stay that occurs during the work week, not on weekends. The leave does not include any procedures treated on an outpatient basis and is non-accumulative.

Section 7.4. Bereavement Leave. With the approval of the superintendent, each teacher shall be granted up to six (6) days emergency leave in the event of the death of the teacher's spouse, children, daughter-in-law, son-in-law, parents, spouse's parents, brother, sister, grandparents, spouse's grandparents, grandchild, brother-in-law, sister-in-law, stepchild, stepparents, stepbrother, or stepsister. The relation of the deceased must be included in the leave request for verification purposes. A maximum of six (6) days each school year may be used under this article. Upon approval of the superintendent, bereavement leave may be approved in extenuating circumstances for family members not listed. Additional days may be charged against personal or sick leave with approval of the Superintendent.

Section 7.5. Paid Personal Leave. Each teacher shall be granted up to three (3) days leave. Use to extend a holiday or scheduled break (i.e., Christmas, spring break), or during professional development days, or during the first two weeks of student contact time must have the reason listed and be approved by the Superintendent. Reason for all other leaves need not be listed on the electronic leave request. Personal leave may be used in one (1) hour increments with the exception of a full day absence which would be 7.25 hours.

Application for personal leave shall be made at least 48 hours before taking such leave (except in case of emergency). Any unused portion of an employee's personal leave shall be:

- A. Added to the teacher's sick leave bank at the end of the school year; or
- B. If an employee does not use any sick leave during the current school year, unused personal leave days may be reimbursed at their current salary per diem rate on the last payroll in June, requested by the employee via an electronic status change form by the last day of school.

Section 7.6. Sabbatical Leave. After seven (7) years of employment, a teacher shall be eligible for sabbatical leave of one (1) year without loss of sick leave accumulated at time of

leave. The teacher shall be reinstated upon return at the same salary step to which the teacher was entitled at the time of commencement of the leave. The teacher shall also receive one-half (1/2) leaving pay schedule and one-half (1/2) fringe benefits for the one-year leave. This provision shall be limited to one teacher in any one year as selected by the Board upon recommendation of the superintendent. Any teacher requesting a sabbatical leave shall file with their letter of request a brief statement as to the studies and/or travel said teacher anticipated during the one-year leave. In order to be entitled to the above referenced salary and fringe benefits, the purpose(s) shall be related to educational studies and/or advancement in the teacher's educational area of discipline. The right of reinstatement is conditioned upon the teacher giving written notice to the Board of intent to return sixty (60) days prior to the anniversary of the effective date of the commencement of the sabbatical leave.

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

Section 7.7. Leave of Absence With Pay. Leave of absence with pay chargeable against sick leave may be granted in other circumstances as approved by the superintendent (e.g. marriage leave, extended bereavement or care of non-household relatives).

Section 7.8. Leave of Absence Without Pay. An unpaid leave of absence may be granted upon approval of the superintendent. The superintendent's decision cannot be appealed beyond the Board level. This section shall not restrict granting unpaid leaves as required by law, i.e. Family & Medical Leave Act of 1993. According to FMLA law, employees are eligible to take FMLA leave if they have worked for their employer for at least 12 months, and have worked for at least 1,250 hours over the previous 12 months. If an employee is on an unpaid leave and is not eligible under FMLA, it is understood that the employee shall be responsible to pay insurance premiums for the duration of the unpaid leave.

Section 7.9. Worker's Compensation. The Board shall pay the difference between Worker's Compensation payments and the teacher's pro-rated contract salary, not to exceed available leave time, in all compensable cases where the teacher is not able to continue to work. These days shall be charged on a pro rata basis against sick leave.

Section 7.10. Unpaid Disability Leave. A bargaining unit employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to the start of the next semester. The leave shall be renewed each semester upon written request by the bargaining unit employee. This leave shall not be extended for more than three (3) years.

Section 7.11. Conference Leave. Teachers shall be permitted released time for professional meetings, funds permitting, according to the following conditions: Teachers must submit request to attend the professional conference to their immediate supervisor who will approve

or disapprove the request within ten (10) working days of its submittal. In the request, the nature of the activity, its duration, and total expense money required must be stated. The superintendent or designee approval must be granted before the activity is attended. As a matter of principle, it is agreed that these professional meetings and conferences are important to the professional growth of the teacher.

Section 7.12. Association Business Leave. At the beginning of every school year, the Association shall be credited with ten (10) days (or 72.5 hours) to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The Association President will be responsible to provide to the business office a list of employees who may submit association business leave requests. The employee shall be responsible to enter the leave request in Skyward. The leave may be refused if the employee has work obligations that cannot be rescheduled. No employee may request more than three days for such leave during the school year, except the Association president and chief negotiator, who may request up to five (5) days. The Association agrees to reimburse the School Board for the cost of a substitute if one is hired to fill the vacancy for this leave period.

Section 7.13. Military Leave. Employees required to perform active duty, training or to perform emergency duty in the Armed Forces of the United States or National Guard, shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's commanding officer. The seniority and re-employment rights of any employee who performs such active duty or who is inducted into the Armed Forces of the United States shall be in accordance with federal and state laws governing such re-employment rights in effect at the time the individual seeks re-employment with the NC RESA. NC RESA recognizes and supports the rights of employees and their family members as outlined in FMLA military provisions.

ASSIGNMENTS AND WORKING HOURS

Section 8.0. Class Size/Make-up and Caseloads. The class size/make-up and caseloads will be directed by state law rules and regulations. NC RESA reserves the right to determine appropriate class sizes and configurations, subject to state law and regulations. In the Career-Tech Center the NC RESA will endeavor to have student assignments reasonably distributed among available teachers, but the parties agree the NC RESA's judgment in this area is not subject to challenge and that disagreements over student assignments are not subject to the arbitration provisions of the collective bargaining agreement.

Section 8.1. Working Days. The parties recognize the principle of the forty (40) hour week. It is agreed that the teacher's scheduled in-school work day shall be a period of seven and one-quarter (7.25) hours (which shall be continuous under normal conditions) of which one-half (1/2) hour will be a lunch period. The scheduled hours may vary from assignment to assignment to meet the needs of our students. It is also recognized by the parties that, as professionals, teachers work many more hours in addition to the scheduled in-school work day in planning and preparation, parent-teacher conferences, IEPTs and other school related activities. With advanced notice, the administration may require attendance, up to two times a month for staff/building improvement activities, at faculty meetings which extend

beyond the seven and one-quarter (7.25) hour work day.

Career-Tech instructors shall be required to plan and facilitate parent-teacher-student conferences/meetings two (2) times per year outside the normal teaching day.

Career-Tech instructors shall be required to plan and facilitate career exploration for early middle school students. The goal of the early middle school career exploration is to build awareness of several career paths and career-tech programs, while at the same time providing leadership opportunities for current CTC students in each program. Instructors will offer hands-on experiences, make connections to core curricula, and assist students in identifying future career goals based upon a shared common rubric. Instructors will also coach and develop current CTC students to serve as student ambassadors. CTC Administrators will review and approve the career exploration lesson plans and activities prior to implementation. The schedule of career ~~camp~~ exploration will be established upon mutual agreement between the local district administrators and CTC Administration.

Section 8.2. Calendar. One hundred eighty-seven (187) staff days are scheduled which includes at least five (5) professional development/non-student work days in addition to scheduled student days. The calendar will be aligned with local district calendars to meet the needs of the students, within the one hundred eighty-seven (187) day calendar. If NC RESA determines to offer additional student days due to the extension of student days in two or more local districts, the NC RESA calendar will be adjusted to meet the needs of those students.

Additional days (beyond the one hundred eighty-seven (187) day school year) will be handled as contract extensions per section 5.6 – individual contract extensions, for the severely multiply impaired program.

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

Section 8.3. School Closure/Make-Up Days. Due to the nature of the various positions covered under this agreement, school closures/make-up days will be handled according to assigned buildings/positions.

If the Career-Tech Center or Education and Activity Center is closed due to an “Act of God” or mechanical failure, staff assigned to these buildings shall not report to work on the first two “Act of God” days. For all such days teachers shall be compensated at their regular per diem rate. It is understood that only the first two (2) days will be “forgiven” (duty-free days—no make-up required). If instructors choose to work any of the snow days beyond the first two forgiven days, and if additional days are needed at the end of the school year to meet program and student needs, administration reserves the right to schedule such days, with no additional cost to the Board. All staff will have worked at least a full 185 days.

If the Neway Center or a local district to which itinerant staff are assigned is closed, itinerant staff need not report to work. For all such days itinerant staff shall be

compensated at their regular per diem rate. However, it is understood that only two days will be “forgiven” (duty-free days—no make-up required). All other days in which the Neway Center or local districts are closed and for which itinerant staff have been paid will be made up by adjusting individual calendars with no additional salary cost to the Board so that itinerant staff will have worked a full 185 days. The additional days shall be established individually, with mutual agreement, between the employee and their supervisor to best meet the needs and services of students in our local districts.

For all employees, when the start of school is delayed, teachers are expected to report as usual unless informed otherwise by administration. When early dismissals for students are announced, teachers will be informed if their dismissal time is different than normal.

Section 8.4. Substitutes. The Board shall make a reasonable attempt to obtain qualified substitutes each time a teacher is absent on a day that he/she has classroom duties. The Board will attempt to increase the list through appropriate means, including mass media advertisement.

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

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

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

Section 8.5. Employing Retired School Employees. Because MPSERS retirees (retired after 7/1/10) are not allowed to work under contracted services arrangements without forfeiting their retirement pension and benefit package, if such individuals are hired into positions covered under this master agreement, they must be paid as employees and will be considered at will employees and not subject to the collective bargaining agreement.

VACANCIES FOR NON-TENURABLE STAFF

Section 9.0. Permanent Vacancies. Whenever any vacancy in any non-tenurable position within the bargaining unit shall occur, the employer shall publicize the same by giving notice of such vacancy to the Association. (Any qualified present non-tenurable employee may apply for such vacancy.) It is agreed by the parties that in filling such vacancies, the

question of professional qualifications and benefits to the students receiving the services will be of primary consideration.

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

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

Section 9.1. Temporary Non-Tenurable Vacancies. Any non-tenurable vacancy occurring after the opening day of a school year may be filled on a temporary basis provided the district is unable to employ a suitable permanent replacement as determined by the Board of Education or the Superintendent of Schools. The term “vacancy” shall include both permanent vacancies (such as those created by resignation or death of a non-tenurable staff) and temporary vacancies (such as those created by an extended illness, leave of absence or other limited duration). If after continued, reasonable efforts, the Board is unable to fill the vacancy during the semester in which it occurs, the Board may retain the temporary employee for the semester immediately thereafter.

LAYOFF AND RECALL

Section 10.0. Seniority List. Job area shall be defined as any area in which the staff is certified and qualified or was assigned and assumed the total responsibilities of the position. The Association and Board shall mutually establish the job areas, which shall be incorporated into this agreement and designated on the mutually developed seniority list.

Section 10.1. Layoff of Non-Tenurable Staff. In the event that the Board determines it is necessary to reduce non-tenurable staff due to a reduction in revenue, a reduction/change in curriculum and education program and/or reduction in enrollment, the following shall be followed:

- A. Non-tenurable staff subject to layoff for the subsequent school year shall be notified of such layoff in writing on or before May 20 of the current school year.
- B. In the event of a significant reduction in revenue which restricts the employer’s ability to maintain present programs or services and/or state/federal mandated program changes, non-tenurable staff may be laid off, provided they receive notice sixty (60) calendar days prior to the effective date of layoff.
- C. The non-tenurable staff in the specific position(s) being reduced or eliminated shall be the staff notified of layoff. A non-tenurable staff notified of layoff shall, within thirty

(30) calendar days of the notification have the right to displace another non-tenurable staff of the bargaining unit who is a less senior staff within the notified non-tenurable staff job area or any job in which the employee has previously served in the employ of the Board and for which the displacing staff is currently qualified.

Section 10.2. Recall. The following provisions shall apply to the recall of non-tenurable staff:

- A. Non-tenurable staff on layoff shall be recalled in inverse order of layoff as vacancies occur within their job area and for which they are qualified.
- B. The Board shall give written notice of recall from layoff by sending a certified letter to the non-tenurable staff, with a copy sent to the Association President. The non-tenurable employee shall respond to the notice of recall within ten (10) business days of receipt of the certified letter. Refusal or acceptance of a position that is less than full time shall not affect a non-tenurable employee's recall rights to a full-time position. Refusal to accept recall to a full-time position or failure to accept a recall within ten (10) business days of the receipt of the certified notification letter shall result in the non-tenurable staff forfeiting all recall rights to that position.
- C. No new non-tenurable staff shall be employed by the Board while there are non-tenurable staff of the agency who are laid off unless there are no laid-off non-tenurable staff who have the qualifications to fill the vacancy.
- D. Non-tenurable staff laid off, who are under written contract with another school prior to recall, and are unable to obtain release from that obligation, shall submit written rejection of the requested release to preserve their seniority and recall rights for the remainder of the NC RESA school year.
- E. Non-tenurable staff on layoff shall retain recall rights for the number of years of seniority in the district, not to exceed five (5) years.

Section 10.3. Employee Address. It shall be the responsibility of the teacher to maintain a current address with the school district.

Section 10.4. Reimbursement of Unemployment. In the event a teacher receives a layoff notice for the subsequent school year, any teacher who is then recalled the succeeding school year without any loss of pay shall reimburse the district for the total cost of unemployment benefits received during the summer denial period. Reimbursement shall be made by payroll deduction in equal amounts throughout the year in which recall occurred unless the teacher and district mutually agree to a different reimbursement schedule in writing.

Section 10.5. Subcontracted Positions. In any case of a subcontract, a laid-off non-tenurable staff who is certified and qualified in the area to be subcontracted shall be offered the contract prior to offering the contract to an outside party.

PROFESSIONAL GRIEVANCE PROCEDURE

Section 11.0. Definition of Grievance. A grievance is a complaint by a teacher or the Association that alleges there has been a violation, misinterpretation or misapplication of any provision of this contract.

Section 11.1. Grievance Procedure. All grievances shall be handled in the following manner:

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

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

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

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

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

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

Section 11.2. Arbitration. The Association may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the American Arbitration Association and delivering a copy of this Form to the Employer through the Superintendent's Office within fifteen (15) working days following the receipt of the Board's written disposition. If the Board fails to answer a grievance within the time limits set forth above, the Association may request arbitration by filing the Arbitration Request Form with the American Arbitration Association and delivering a copy of this Form to the Employer through the Superintendent's Office not later than fifteen (15) working days following the date the Board's written disposition was due. The arbitrator will be selected and the arbitration conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association. If the Association does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. The Board and the Association mutually agree to expedite the arbitration process by request to their respective legal counsel.

Section 11.3. Oral Reprimands. Oral criticism or oral reprimands of non-tenurable employees before a member of the public, other staff or student by administration that does not consist of or result in discipline shall not be subject to review under the grievance or arbitration procedure but may be appealed to the superintendent within ten (10) days of occurrence.

Section 11.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. In addition, the arbitrator may not consider the following:

1. The termination of service of or failure to reemploy any probationary teacher.
2. Any matter involving the placement, discipline, layoff, recall or evaluation of a tenured teacher or any other prohibited subject.
3. Any matter when timely raised is subject to review before the Michigan Teacher Tenure Commission.

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

Section 11.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit; provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 11.6. Arbitration Costs. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the parties. Each party shall pay the fees, expenses, wages, and any other compensation of its own representatives and legal counsel. If either party cancels or postpones a scheduled arbitration hearing and a cost is incurred, the canceling party shall pay the total service charge. In the event the parties mutually agree to postpone or cancel an arbitration hearing, any fees shall be shared equally by both parties.

Section 11.7. Time Limits. The parties shall follow the time limits established in the grievance procedure. If the Association or the teachers represented by the Association do not follow the time procedure, the grievance shall be considered settled on the basis of the Employer's last disposition. If the Employer does not follow the time procedure, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual agreement in writing, and the period of extension must be specified in that written agreement. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 11.8. Time Computation. A working day under the time procedures established in the grievance procedure shall mean calendar days excluding Saturdays, Sundays and other days that school is not in session; provided however that weekdays during scheduled summer vacation periods shall be considered to be working days.

Section 11.9. Arbitration After Expiration of Agreement. After the expiration of this Agreement the Board shall have no obligation to arbitrate any grievance arising during the term of this Agreement unless a timely grievance was filed within fifteen (15) days of the expiration of the Agreement or it involves vested or accrued rights.

INCLUSION

Section 12.0. Inclusion. The Board and the Association recognize and agree that the NC RESA will take steps appropriate to meet the requirements of federal and state law for educating students with an IEP in the least restrictive environment.

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

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

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

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

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

MISCELLANEOUS

Section 13.0. Statement of Mutual Consent. The parties agree and genuinely intend that they shall each, to the best of their respective abilities and authority, fairly, reasonably and uniformly apply the language of this Agreement. Any difficulties or departures from this commitment shall be promptly brought to the attention of the superintendent and the association president who shall both exact positive efforts to resolve any problems.

Section 13.1. Michigan Statutory Law. It is recognized by the Employer and the Association that where Michigan statutory law is in conflict with the Agreement, or in areas not covered by the Agreement, that Michigan statutory law takes precedence.

Section 13.2. Contract Copies. Copies of this Master Contract will be provided by the Board for distribution to the staff and all new additional staff.

Section 13.3. Negotiations. Either party desirous of opening negotiations in regard to the master contract for the next succeeding year may give notice thereof no later than March 1 preceding the expiration of this agreement. In negotiations, no control shall be exercised by either party over the selection of the negotiating or bargaining representatives of the other party.

Section 13.4. Severability. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 13.5. Changes in Working Conditions. Changes in working conditions or salary shall be handled through negotiations between the Board negotiators and Association negotiators.

Section 13.6. Decentralization. Prior to the transfer of any program involving instructional services or other professional services to constituent districts, the Newaygo County Regional Educational Service Agency shall negotiate the terms and effects of such a transfer with the Association. Upon resignation a severance payment of \$200 for each year of service to the NC RESA beyond five years will be paid to employees transferred due to decentralization. The sum per individual shall not exceed \$2,000.

Section 13.7. Freedom to Work. In the event that the Agency forfeits or becomes ineligible for state revenues as a result of the provisions within this agreement, then this agreement shall be immediately re-opened and the parties will conform the agreement as needed to maximize the agency's receipt of revenues.

Section 13.8 Expiration of Economic Provisions. Article 10 (Salary Schedule) and Article 12 (Insurance) shall expire on June 30, 2020 and will be re-negotiated subject to ratification of the appropriate bodies. Either party desirous of opening negotiations regarding Article 10 (Salary Schedule) and/or Article 12 (Insurance) of the master contract for the next succeeding year may give notice thereof no later than March 1 of each contract year.

Section 13.9. Duration of Contract. Except where otherwise indicated in this agreement, this contract is in effect from July 1, 2017 to June 30, 2020.

NEWAYGO COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY
BOARD OF EDUCATION

By: _____, President

By: _____, Chief Negotiator

NEWAYGO COUNTY EDUCATION ASSOCIATION, MEA-NCEA

By: _____, President

By: _____, Chief Negotiator



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

APPENDIX A

The following salary schedules shall be in effect for the 2018-19 and 2019-20 school years.

A. 2018-19 Base Salary Levels:

\$41,184/BASE				BA+30				MA+30
STEP	%	BA	%	MA	%	MA+15	%	MSW
								EdS
								Doctorate
0	1.000	41,184	1.110	45,714	1.165	47,979	1.220	50,244
1	1.055	43,449	1.165	47,979	1.220	50,244	1.275	52,510
2	1.110	45,714	1.220	50,244	1.275	52,510	1.330	54,775
3	1.165	47,979	1.275	52,510	1.330	54,775	1.385	57,040
4	1.220	50,244	1.330	54,775	1.385	57,040	1.440	59,305
5	1.275	52,510	1.385	57,040	1.440	59,305	1.495	61,570
6	1.330	54,775	1.440	59,305	1.495	61,570	1.550	63,835
7	1.385	57,040	1.495	61,570	1.550	63,835	1.605	66,100
8	1.440	59,305	1.550	63,835	1.605	66,100	1.660	68,365
9	1.495	61,570	1.605	66,100	1.660	68,365	1.715	70,631
10	1.550	63,835	1.660	68,365	1.715	70,631	1.770	72,896
11	1.605	66,100	1.715	70,631	1.770	72,896	1.825	75,161
12	1.660	68,365	1.770	72,896	1.825	75,161	1.880	77,426
13	1.6766	69,050	1.78771	73,624	1.84324	75,912	1.8988	78,200

Employees on step 13 of the salary schedule in the 2018-19 school year shall receive a one-time off-schedule bonus of \$1,500 to be paid over 26 pays.

2019-20 Base Salary Levels:

\$41,390/BASE		BA+30			MA+15		MA+30	MSW	EdS	Doctorate
STEP	%	BA	%	MA	%	MA+15	%			
0	1.000	41,390	1.110	45,943	1.165	48,219	1.220			50,496
1	1.055	43,666	1.165	48,219	1.220	50,496	1.275			52,772
2	1.110	45,943	1.220	50,496	1.275	52,772	1.330			55,049
3	1.165	48,219	1.275	52,772	1.330	55,049	1.385			57,325
4	1.220	50,496	1.330	55,049	1.385	57,325	1.440			59,602
5	1.275	52,772	1.385	57,325	1.440	59,602	1.495			61,878
6	1.330	55,049	1.440	59,602	1.495	61,878	1.550			64,155
7	1.385	57,325	1.495	61,878	1.550	64,155	1.605			66,431
8	1.440	59,602	1.550	64,155	1.605	66,431	1.660			68,707
9	1.495	61,878	1.605	66,431	1.660	68,707	1.715			70,984
10	1.550	64,155	1.660	68,707	1.715	70,984	1.770			73,260
11	1.605	66,431	1.715	70,984	1.770	73,260	1.825			75,537
12	1.660	68,707	1.770	73,260	1.825	75,537	1.880			77,813
13	1.6766	69,396	1.78771	73,992	1.84324	76,292	1.8988			78,591

Employees on step 13 of the salary schedule in the 2019-20 school year shall receive a one-time off-schedule bonus of \$1,500 to be paid over 26 pays.

B. Longevity Payments

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

\$1,700 – after 16 years of service
 \$3,600 – after 20 years of service
 \$4,100 – after 24 years of service
 \$4,300 – after 28 years of service

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

\$1,700 – step 16
 \$3,600 – step 20
 \$4,100 – step 24
 \$4,300 – step 28

Severance Option – See Letter of Agreement



NEWAYGO COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY
4747 West 48TH Street
Fremont, MI 49412

APPENDIX B
VOLUNTARY SICK DAY DONATION FORM

This is to inform all NCEA bargaining unit employees that (*EMPLOYEE*) is requesting voluntary donations of paid sick leave for his/her use. (*EMPLOYEE*) is normally scheduled to work (*NUMBER*) of hours/day.

(*EMPLOYEE*)

_____ Expects to exhaust his/her sick leave on or about (*DATE*) and does not expect to be able to return to work by that date *OR*
_____ Does not have any personal sick leave left.

This request is strictly voluntary and will be administered as agreed in Section 8.1 of the master agreement.

If you wish to voluntarily donate any of your accumulated sick leave days (a day is the number of hours in your regularly scheduled day at the time of the donation) to this employee, please return the bottom of this form with your signature to the Superintendent's Office by 4:00 p.m. on (*DATE*).

Sick Days will only be transferred from your account to the requesting employee's account as the days are needed to provide pay for the requesting employee. Any sick leave days transferred to the requesting employee will be forfeited from your sick day account and will not be returned to your accumulation of sick days.



SICK LEAVE DAY TRANSFER AUTHORIZATION

I hereby voluntarily ask that (*NUMBER*) day(s) (a day is the number of hours in your regularly scheduled day at the time of the donation) of my accumulated personal sick leave days be transferred and credited to (*EMPLOYEE*) if the days are needed to provide pay during his/her continuing leave of absence for serious personal or family illness.

I understand that the sick days I have voluntarily offered for transfer will only be transferred if needed as outlined in section 8.1 of the master agreement and once the above days are credited to (*EMPLOYEE*) and used by (*EMPLOYEE*), I am forfeiting all access to the paid sick leave days for my own personal use.

Employee's Signature

Date

C: employee
Human Resource
Payroll