

AGREEMENT

BETWEEN

**GRATIOT-ISABELLA
REGIONAL EDUCATION SERVICE DISTRICT**

AND

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

JULY 1, 2019 – JUNE 30, 2022

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AGREEMENT

This Agreement is entered into between the Gratiot-Isabella RESD Professional Education Association, MEA/NEA, hereinafter called the "Association" and the Gratiot-Isabella Regional Education Service District, hereinafter called the "Board", "RESD" or "District".

PREAMBLE

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

ARTICLE I - RECOGNITION

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

Excluded from the bargaining unit are all other employees.

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

The term itinerant staff when used herein shall refer to those employees represented by the Association in the bargaining unit whose employment is not regulated by the Tenure Act (i.e. social workers, psychologists, etc.).

ARTICLE II - BOARD RIGHTS

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. The Board, as in the past, will continue to have such rights which will include by way of illustration and not by way of limitation, the right to:
 - 1. Establish policies, manage, and control the RESD, its facilities, equipment and its operations and to direct its working forces and affairs.
 - 2. Continue its policies and practices of assignment and direction of its personnel, to determine the number of personnel and scheduling of all the personnel.

3. Hire itinerant employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote or transfer the work force and lay off itinerant employees. Itinerant employees shall be evaluated annually in writing during their probationary period (five years) and at least once every three years thereafter.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of itinerant employees and if necessary, include physical and mental health examinations by mutually agreed to medical personnel, the cost thereof to be borne by the Board.
7. Determine the number and location or relocation of its facilities.
8. Determine the placement of operations and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, and amount of supervision and structure of organization.

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

ARTICLE III - ASSOCIATION RIGHTS

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

- D. The Board shall make available to the Association all public information.
- E. The Association may post notices of activities and matters of Association concern on bulletin board space designated by the Superintendent or his designee.
- F. The Association may use teacher mailboxes and email for communications.
- G. The Board will provide a report to the Association by July 1st which includes the teacher's name, current hire date, years of service, degree, and step on salary schedule.

ARTICLE IV - WORKING HOURS, ASSIGNMENTS AND CASELOADS

- A. The normal workday for classroom teachers shall be coterminous if the district building to which they are assigned has regular K-12 students. The normal workday for all other staff shall be seven (7) hours. The normal duties for employees may include, but is not limited to: student contact time, preparation time, travel time, IEPC meetings, student staffing, parent teacher conferencing, diagnostic evaluations, report writing and assisting students upon arrival and departure. Other administrative assignments such as Medicaid billing, student logging, supporting educational programs, scheduling REEDS/METS/IEPS and collaborating with staff shall also be considered normal duties.

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

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

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

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

- B. Teachers shall be required to attend all meetings called by the Administration. These meetings shall be limited to an average of two (2) per month and an average of one (1) hour in length.
- C. When classes are canceled due to inclement weather or any Act of God or other condition set forth in Section 101(4) of the State Aid Act such as fires, epidemics, loss of power, etc., classroom teachers and itinerant staff impacted by the closure shall not report for work and shall be paid. Any time beyond four (4) days for school year employees or six (6) days for full year employees (or equivalent number of hours) will be made up without additional salary costs to the District. The specific make up dates, if any, will be established by the District in collaboration with the Association.

- D. The Board and Association are both committed to maintaining manageable caseloads and workloads in the best interest of supporting students.

It is understood that schedule may be different for individual employees. Employees should attend to normal duties referenced above, to a large extent, within the normal workday. Scheduling of meetings and other functions before and/or after the normal working day shall be kept to a minimum and shall require advanced notification to the employee.

The Board agrees that if the caseload for itinerant staff or class size for teachers exceed the maximum recommendations put into effect by the State Department of Education (Michigan Administrative Rules for Special Education – Part 3: Administration of Programs and Services MARSE Rules 340.1732 – 340.1758) and MDE approved waivers (Section 380-1281(3) of the Michigan Revised School Code Act 451 of 1976), administration and staff will meet to bring the caseload or class size within said limits. The Administration shall provide notice to the Association upon application of any new waiver.

When itinerant staff and teachers regular schedule exceeds the normal workday due to additional administrative assigned duties and attempts by the administration and the employee to adjust their work schedule have been unsuccessful, that teacher will be compensated for the additional time in accordance with Article XV Compensation, Section I.

ARTICLE V - TEACHER PROTECTION

- A. The Board agrees to support its teachers in taking all reasonable actions in maintaining proper classroom order.
- B. The Board will reimburse teachers for any damage or destruction of necessary clothing or necessary personal property of the teachers, (autos excluded), provided, the employee exercises reasonable caution, complies with RESD procedures and policies and uses any personal insurance coverage available first. Watches will be limited to \$35. For the purpose of this section necessary shall be defined as that which is directly related and essential to the performance of the employee's duties. Employees are required to immediately file an incident report regarding such damage or destruction.
- C. Time lost for court or administrative agency appearances whether or not ordered by a subpoena in an employment related legal action (not to include actions brought by the Association or any employee represented by the Association), shall not reduce salary or be charged against the teacher's leave time. Any compensation received for such appearances shall be returned to the Board.
- D. The Board agrees the cost of testing and inoculation related to Hepatitis B including those beyond the initial tests and inoculation, will be covered by the RESD

ARTICLE VI - REDUCTIONS IN PERSONNEL

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

Itinerant staff who are laid off will be eligible for recall for a period of one calendar year from the effective date of layoff.

ARTICLE VII - PAID LEAVES

A. Sick Leave

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

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

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

3. A teacher may use all or any portion of his/her earned sick leave for personal illness, personal injury or physical disability.
4. A teacher who starts the year with 85 accumulated sick days will still get their yearly amount of days (10-12). Any days in excess of 85 remaining at the end of the fiscal year will be paid off at the rate of eighty (80) dollars per day.
5. The Board or designee may require a physician's certificate verifying a diagnosed illness or disability when said illness or disability has caused a teacher to be absent from his or her teacher responsibility in excess of three consecutive days, or at any other time the Board or designee believes there has been an abuse of sick leave privileges.
6. A teacher may use up to seven (7) accumulated sick leave days per year for illness in the immediate family. Immediate family shall be defined as the teacher's spouse, legal parent, step-parent, or child (including step-child).

When there is a prolonged serious illness in a teacher's immediate family, the teacher may request, in writing, that the Board of Education grant up to the teacher's accumulated earned sick leave for the care of that family member.

B. Personal Leave

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

1. An employee shall request personal leave at least five (5) days in advance unless an emergency condition arises.
2. Except in cases of emergency, personal leave will not be granted for days preceding or following holidays or vacations.
3. Personal days are not cumulative. A teacher/professional who does not use their personal leave day(s) shall have any unused personal leave day(s) added to their accumulated sick leave.
4. It is understood that personal leave is not to be used for economic gain by self-employment or paid employment with any other agency.

C. Bereavement Leave

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

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

E. Professional Leave. Teachers requesting permission to attend a professional conference or convention shall submit a written request ten (10) working days prior

to the convention or conference and shall secure written approval from the Superintendent or his designee.

- F. Any case of assault upon a teacher shall be promptly reported to the Superintendent or designee. If the teacher is free of fault then he/she shall suffer no loss of pay for time lost in connection with said assault for up to seven (7) working days where the time off is associated with court or the investigation by the authorities.
- G. Absence due to injury incurred in the course of the teacher's employment that is compensable under the Worker's Compensation Act shall not be charged against the teacher's sick leave days for the first seven (7) work days after which time the teacher will only receive the compensation afforded under the Act. The teacher must provide a doctor's verification that he/she is unable to perform work responsibilities. The unpaid leave will be considered as being subject to the duration limitations set forth in Article VIII and will commence on the eighth (8th) work day.

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

- H. Where applicable, paid time off will be counted for purposes of determining leave time available under the Family Medical and Leave Act (FMLA). Employees will be required to concurrently use paid leave time within the limits provided within this Agreement where the leave qualifies under the FMLA.

ARTICLE VIII - UNPAID LEAVE

- A. Leaves of absence of up to one (1) year may be granted for the following purposes:
 1. Educational improvement through further training.
 2. Child adoption or child care.
 3. Illness/sick leave of employee or employee's family.
- B. A teacher who is unable to work because of illness or disability and who has exhausted all sick leave accumulated, may be granted leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed each year upon written request by the employee.
- C. Military leaves of absence shall be granted to any teacher(s) as required by law.
- D. All leaves shall be limited to a maximum of one year, but may be renewed upon request. There will be no compensation; salary increments shall not accrue except where specifically required by law. Sick leave days shall not accrue but unused sick leave days already accrued at the start of the leave shall be reinstated upon return. The conditions under which a person may return from a leave shall be determined by the Board upon recommendation of the Superintendent prior to approval of the request for leave.

- E. Teachers who are granted leaves of absence that qualify for FMLA of (12) weeks or less shall receive fringe benefits pursuant to Article XVI. Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.
- F. A child care leave of absence without pay and credit on the salary schedule may be granted full year employees at the Board's sole discretion. Such leave may be taken only during the period between two (2) regular school years. Days that can be counted toward those provided under the Family Medical Leave Act will be counted as such. Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

ARTICLE IX - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
 - 1. The discipline or termination of services of or failure to re-employ any probationary itinerant employee. The probationary period for itinerant employees will be five (5) years and will be extended in the event of unpaid leaves or periods of layoff.
 - 2. Any matter involving itinerant employee evaluation;
 - 3. Any matter for which there is recourse under State or Federal statutes; and
 - 4. Areas in which the Tenure Act prescribes a procedure or authorizes a remedy
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated.
 - 5. It shall contain the date of the alleged violation; and

6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Procedure:

1. Level One - A teacher alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the time the teacher had knowledge of the occurrence), orally discuss the grievance with the program administrator in an attempt to resolve same.

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

2. Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the grievance officer of the Association, the program administrator of the program in which the grievance arose, and place a copy of same in a permanent file in his/her office.

3. Level Three - Individual teachers shall not have the right to process a grievance at Level Three.

- (a) If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the Level Two decision is received, submit a demand to arbitrate to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.

- (b) Neither party may raise new facts at Level Three not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.

- (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject

to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

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

- I. All preparation, filing, presentation or consideration of grievance shall be held at times other than when a teacher or a participating Association representative is to be at their assigned duty stations.
- J. The time limits provided in this Article shall be strictly observed but may be extended by agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising during its term may be processed through the grievance procedure until resolution.
- L. A bargaining unit member who must testify in an arbitration hearing during the work day shall be excused with pay for that purpose. The cost of substitutes incurred under Section L will be paid by the Association.

ARTICLE X - SEVERABILITY

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

ARTICLE XI - WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.
- C. If any provision of this Agreement creates a condition where the District would be penalized under the State Aid Act or other legislation, the Superintendent and Association President or designee will immediately make the adjustments necessary to assure compliance. In the absence of a timely agreement to amend the provisions in question, the District reserves the right to temporarily implement the changes necessary to achieve compliance.

ARTICLE XII - NEGOTIATION PROCEDURES

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

ARTICLE XIII - CONTINUITY OF OPERATION

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

ARTICLE XIV - TRANSFER OF PROGRAMS/SERVICES

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

ARTICLE XV - COMPENSATION

- A. New teachers may be given credit on the salary schedule for years of certified experience in other school districts or may be advanced in the absence of prior experience at the District's option. The amount of credit given will be at the District's discretion and is not subject to the grievance procedure.
- B. Mileage Reimbursement
 - 1. Teachers using their own cars in performance of their duties shall be reimbursed for mileage at the per mile rate established by the I.R.S.
 - 2. Teachers will be assigned an "operational base" by the Associate Superintendent for Special Services depending on their assigned service area.
 - a. Mileage will not be paid for travel from the domicile of the teacher to the place of assignment in the morning nor from the place of

assignment to the domicile in the evening. This travel will be referred to as “normal commuting distance”.

b. In cases where a teacher is required to report to a point within the RESD, other than his/her place of assignment, at the start or end of work day, mileage will be calculated as follows:

(1) Mileage from the domicile to the point of first appointment will be reduced by the normal commuting distance.

(2) Mileage from the point of the last appointment of the day to the domicile will be reduced by the normal commuting distance.

3. Teachers shall submit Travel Expense Vouchers to their supervisor electronically in accordance with the payroll deadline schedule developed annually by the District.

C. Full year teachers (as defined in Appendix B) shall receive their pay in semi-monthly (twice per month) installments. School year teachers (as defined in Appendix B) may receive their pay in 20 or in 24 equal installments.

D. The full year program shall consist of two hundred seven (207) student days, one (1) staff work day, and five (5) professional development days, for a total of two hundred and thirteen (213) days.

Of these two hundred and thirteen (213) days, five (5) minutes shall be added to one hundred eighty two (182) school year students days and four (4) professional development days.

Each full year bargaining unit member shall receive one (1) hour of flex time each fiscal year to be used with the approval of their immediate supervisor.

E. The school year program shall consist of one hundred eighty (180) student days, one(1) staff work day, and five (5) professional development days for a total of one hundred eighty-six (186) days. A one hundred eighty-six (186) day teacher can choose to work up to (two) 2 additional days prior to the school year as school set up days. The teacher will set up these days with their supervisor. These days would be used as “banked weather days” at no additional compensation to the employee from the district.

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

F. Salary adjustments for obtaining a Permanent or Continuing Certificate, an MA Degree, the additional hours for an MA+30 or doctoral degree will occur on September 1 or February 1 unless restricted by law.

Evidence that the certificate, degree or hours have been completed must be submitted to the Superintendent by the teacher prior to the above dates. Evidence must be in the form of a state issued certificate, a transcript from the institution, or

a written statement from the institution certifying that the certificate, degree or hours have been completed.

Credits for placement on BA and MA + columns must be graduate level courses unless they are a part of a planned program approved by the employee's supervisor.

- G. The Board shall participate in the Michigan Public School Employees Retirement System (MPERS) and shall comply with the requirements thereof.
- H. Payroll deductions for annuity programs shall be made by the District upon proper written authorization by the teacher to the Business Office. A list of authorized companies may be found in the employee handbook.
- I. Teachers who accept additional duties beyond the normal work day will be paid at an hourly rate computed on the teacher's current salary.
- J. Teachers who have completed fifteen (15) years of service to the district shall receive an additional one thousand one hundred (\$1,100) dollars each year thereafter as a longevity payment.

Teachers who have completed twenty (20) years of service to the district shall receive a total of one thousand nine hundred (\$1,900) dollars each year thereafter as a longevity payment.

Teachers who have completed twenty-five (25) years of service to the district shall receive a total of two thousand seven hundred (\$2,700) dollars each year thereafter as a longevity payment. The years need not be consecutive and service to the RESD in any position will count towards the fifteen, twenty or twenty-five years.

Longevity credit is received for any work as an RESD employee. Employees not credited correctly will be adjusted and made whole retroactive up to a maximum of one year.

Years of service credit for longevity is not to be pro-rated for years assigned to part time employment.

- K. Teachers who are eligible to retire under the Michigan Retirement Law, and do elect to retire shall be eligible for a lump-sum payment of accumulated sick leave up to a maximum of eighty-five (85) days subject to the following conditions:
 - 1. The teacher must submit an irrevocable letter of resignation by March 1st of the year in which the teacher is retiring and the letter of resignation must reflect an effective date at the end of that teacher's work days for the year. If the employee misses this date due to extenuating circumstances, a written request may be made to the Board.
 - 2. The rate at which the accumulated sick leave will be paid is as follows:

Total Accumulated <u>Sick Leave</u>	Amount to be Paid for all <u>Accumulated Sick Leave</u>
0 to 10 Days	No Pay
11 to 30 Days	\$65 Per Day
31 to 50 Days	\$70 Per Day
51 to 70 Days	\$75 Per Day
71 to 85 Days	\$80 Per Day

- L. The District reserves the right to assign a teacher or other person outside of the bargaining unit to be a mentor teacher pursuant the terms of Section 1526 or the School Code. If a teacher from within the bargaining unit is assigned, the teacher will be paid \$450 per mentee per school year payable at the end of the year on the last pay in June. If such an assignment is offered and unless removed by the administration, it is expected that the teacher remain with the assignment for the duration of the new teacher’s probationary period.

ARTICLE XVI - FRINGE BENEFITS

- A. The Board shall make available the following health care plan for teacher’s eligible and electing such coverage.

Plan – Option 1

In general, the plan will contain a \$500/\$1,000 annual in-network deductible; \$1,000/\$2,000 out of network annual deductible; \$40 office visit co-pay; \$150 emergency room co-pay; \$40 urgent care co-pay; \$40 chiropractic visit co-pay; 20% coinsurance; prescription drug co-pay of \$10/\$40/\$80 with 90 day co-pay of 2X.

Plan – Option 2

In general, the plan will contain a \$500/\$1,000 annual in-network deductible; \$1,000/\$2,000 out of network annual deductible; \$40 office visit co-pay; \$150 emergency room co-pay; \$40 urgent care co-pay; \$40 chiropractic visit co-pay; 0% coinsurance; prescription drug co-pay of \$10/\$40/\$80 with 90 day co-pay of 2X.

Plan – Option 3

In general, the plan will contain a \$500/\$1,000 annual in-network deductible; \$1,000/\$2,000 out of network annual deductible; \$20 office visit co-pay; \$50 emergency room co-pay; \$20 urgent care co-pay; \$20 chiropractic visit co-pay; 0% coinsurance; prescription drug co-pay of \$10/\$40/\$80 with 90 day co-pay of 2X.

Plan – Option 4

In general, the plan will contain a \$1,350/\$2,700 annual in-network deductible; \$2,700/\$5,400 out of network annual deductible (note – deductible is adjusted annually on this plan to comply with IRS code/regulations). After the deductible is met, the copays are as follows: \$0 office visit co-pay, \$0 emergency room co-

pay, \$0 urgent care co-pay, \$0 chiropractic visit co-pay, and prescription drug co-pay of \$10/\$40/\$80 with 90 day co-pay of 2X. There is 0% coinsurance for this plan.

The Board's annual contribution toward health insurance costs shall be "capped" at the following amounts and any health insurance premium in excess of the following amounts shall be paid by the teacher through payroll deduction:

Single Subscriber - \$6,685.17
 Individual and Spouse, or Individual and Single Dependent - \$13,980.75
 Full Family - \$18,232.31

The aforementioned amounts shall be adjusted per the Publicly Funded Health Insurance Contribution Act to be consistent with the "caps" in Section 3 of that legislation.

- B. For those teachers not electing the coverage as described in Section A above, the Board will contribute an amount not to exceed the following toward the options listed below:

2019-2022 \$250 per month in cash which may be retained as such or utilized in whole or in part on fixed or variable options or tax deferred plans available through the Business Office.

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

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

- C. The Board shall provide payment for dental coverage. In general the plan will provide for 100% coverage with zero deductible for Class I (diagnostics/preventative); 90% with zero deductible for Class II (basic procedures); 80% for Class III (Major procedures); orthodontics 50% coverage, \$2,000 lifetime maximum limit and annual maximum of \$2,000.
- D. The Board's contribution for part-time teachers toward insurance coverage(s) and cash-in-lieu shall be made on a prorated basis provided said teachers are at least one-half time. No Board contribution will be made for health insurance, dental insurance, vision insurance, long term disability insurance, or life insurance with AD&D if the teacher works less than one-half time.
- E. The Board shall not be required to make duplicative contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated the insured and the other as a covered dependent. Such designation shall be determined by the employees involved.
- F. The Board will contribute the premiums toward the purchase of Long Term Disability, with the following specifications:

- | | |
|---|-----------------------|
| Monthly Benefit: | 70% of salary |
| Elimination Period: | 45 working day period |
| Maximum Monthly Salary Covered; | \$6,667 |
| Maximum Monthly Benefit: | \$4,667 |
| Waiver of Pre-Existing Conditions
C.O.L.A.
Freeze on Offsets
Alcohol/Drug and Mental/Nervous limited to two years. | |
- G. The Board shall contribute the monthly premiums toward term life insurance with AD&D in the amount of \$40,000.
- H. The Board shall provide payment for vision insurance coverage. In general, the plan will provide for a \$6 office Visit co-pay and annual allowances of \$100 for frames, \$18 lens co-pay, \$55 exam allowance for contacts and a contact allowance of \$100.
- I. The provisions of the above insurance coverages are subject to the rules and regulations of the insurance carrier(s).
- J. Except as set forth herein, in the event of a separation from employment (i.e. layoff or unpaid leaves not covered by the Family Medical and Leave Act and workers compensation leaves, etc.), the benefits in this article shall terminate on the first day of the month following the effective date of the separation.
- Unless an extension is required under the Family Medical and Leave Act, benefits will discontinue on the first day of the month following the effective date of an unpaid leave.
- Unless an earlier date is afforded under a plan underwriter, benefits will start for newly hired staff and those returning from unpaid leaves, workers compensation leaves and layoff on the first day of the month following the return of the employee.
- K. If one or more insurance policies are terminated outside the Board's control during the term of this Agreement, subject to the same or comparable plan outlined above being maintained, the District reserves the right to change the underwriters and third party administrator of the insurance plans described herein and to self-insure.

ARTICLE XVII – EMERGENCY FINANCIAL MANAGER

An Emergency Manager appointed by law may reject, modify or terminate the Agreement as provided by law. This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the Association does not waive any right it may have to challenge whether this clause is binding upon the Association or the Board. The Association reserves all rights to assert that this clause is unenforceable.

ARTICLE XVIII - DURATION

This Agreement shall be effective upon the later of July 1, 2019 or ratification by both parties and shall continue in full force and effect until June 30, 2022.

GIRESD PROFESSIONAL EDUCATION
ASSOCIATION MEA/NEA

GIRESD
BOARD OF EDUCATION

Am Shln

Laura Angera

Dawn Pellin

Kellen mapo

DATED: _____

Timothy Johnson

Cheryl Booth

William Henderson III

Casey Hungeford

Ed Schum

Walter Stewart

Thomas Steere

DATED: 6-20-19

APPENDIX A

**Gratiot-Isabella RESD
2019-20 Teacher Salary Schedule
School Year Program**

Step	BA	BA+18 *	MA	MA+30
1	\$ 43,666	\$ 44,583	\$ 45,690	\$ 47,522
2	45,456	46,549	47,808	49,638
3	47,252	48,516	49,924	51,758
4	49,049	50,485	52,046	53,873
5	50,841	52,451	54,159	55,996
6	52,635	54,421	56,281	58,113
7	54,431	56,381	58,397	60,232
8	56,226	58,350	60,518	62,350
9	58,016	60,315	62,633	64,465
10	59,810	62,279	64,751	66,585
11	61,603	64,253	66,872	68,702
12	-	66,217	69,211	71,273
13	-	68,183	71,810	74,057
	578,985	732,983	760,100	784,564

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

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

APPENDIX A

**Gratiot-Isabella RESD
2020-21 Teacher Salary Schedule
School Year Program**

Step	BA	BA+18 *	MA	MA+30
1	\$ 44,539	\$ 45,475	\$ 46,604	\$ 48,472
2	46,365	47,480	48,764	50,631
3	48,197	49,486	50,922	52,793
4	50,030	51,495	53,087	54,950
5	51,858	53,500	55,242	57,116
6	53,688	55,509	57,407	59,275
7	55,520	57,509	59,565	61,437
8	57,351	59,517	61,728	63,597
9	59,176	61,521	63,886	65,754
10	61,006	63,525	66,046	67,917
11	62,835	65,538	68,209	70,076
12	-	67,541	70,595	72,698
13	-	69,547	73,246	75,538
	590,565	747,643	775,301	800,254

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

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

APPENDIX A

**Gratiot-Isabella RESD
2021-22 Teacher Salary Schedule
School Year Program**

Step	BA	BA+18 *	MA	MA+30
1	\$ 45,430	\$ 46,385	\$ 47,536	\$ 49,441
2	47,292	48,430	49,739	51,644
3	49,161	50,476	51,940	53,849
4	51,031	52,525	54,149	56,049
5	52,895	54,570	56,347	58,258
6	54,762	56,619	58,555	60,461
7	56,630	58,659	60,756	62,666
8	58,498	60,707	62,963	64,869
9	60,360	62,751	65,164	67,069
10	62,226	64,796	67,367	69,275
11	64,092	66,849	69,573	71,478
12	-	68,892	72,007	74,152
13	-	70,938	74,711	77,049
	602,377	762,597	790,807	816,260

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

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

APPENDIX B

**Gratiot-Isabella RESD
2019-20 Teacher Salary Schedule
Full Year Program**

Step	BA	BA+18 *	MA	MA+30
1	\$ 50,505	\$ 51,564	\$ 52,845	\$ 54,964
2	52,576	53,840	55,295	57,413
3	54,652	56,111	57,742	59,863
4	56,732	58,392	60,195	62,313
5	58,802	60,663	62,640	64,763
6	60,881	62,941	65,092	67,214
7	62,953	65,210	67,543	69,663
8	65,029	67,487	69,991	72,114
9	67,099	69,762	72,441	74,561
10	69,173	72,033	74,891	77,013
11	71,249	74,314	77,343	79,459
12	-	76,587	80,050	82,432
13	-	78,862	83,055	85,656
	669,651	847,766	879,123	907,428

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

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

APPENDIX B

**Gratiot-Isabella RESD
2020-21 Teacher Salary Schedule
Full Year Program**

Step	BA	BA+18 *	MA	MA+30
1	\$ 51,515	\$ 52,595	\$ 53,902	\$ 56,063
2	53,628	54,917	56,401	58,561
3	55,745	57,233	58,897	61,060
4	57,867	59,560	61,399	63,559
5	59,978	61,876	63,893	66,058
6	62,099	64,200	66,394	68,558
7	64,212	66,514	68,894	71,056
8	66,330	68,837	71,391	73,556
9	68,441	71,157	73,890	76,052
10	70,556	73,474	76,389	78,553
11	72,674	75,800	78,890	81,048
12	-	78,119	81,651	84,081
13	-	80,439	84,716	87,369
	683,045	864,721	896,707	925,574

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

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

APPENDIX B

**Gratiot-Isabella RESD
2021-22 Teacher Salary Schedule
Full Year Program**

Step	BA	BA+18 *	MA	MA+30
1	\$ 52,545	\$ 53,647	\$ 54,980	\$ 57,184
2	54,701	56,015	57,529	59,732
3	56,860	58,378	60,075	62,281
4	59,024	60,751	62,627	64,830
5	61,178	63,114	65,171	67,379
6	63,341	65,484	67,722	69,929
7	65,496	67,844	70,272	72,477
8	67,657	70,214	72,819	75,027
9	69,810	72,580	75,368	77,573
10	71,967	74,943	77,917	80,124
11	74,127	77,316	80,468	82,669
12	-	79,681	83,284	85,763
13	-	82,048	86,410	89,116
	696,706	882,015	914,642	944,084

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

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

LETTER OF AGREEMENT
Between
THE BOARD OF EDUCATION OF GRATIOT-ISABELLA RESD
and
THE GRATIOT-ISABELLA RESD PROFESSIONAL ASSOCIATION

RE: Change in Health Insurance Options.

The parties mutually agree to change the health insurance coverage "Plan – Option3" in Article XVI A to:

Plan – Option 3

In general, the plan will contain a \$500/\$1,000 annual in-network deductible; \$1,000/\$2,000 out of network annual deductible; \$20 office visit co-pay; \$50 emergency room co-pay; \$20 urgent care co-pay; \$0 chiropractic visit co-pay; 0% coinsurance; prescription drug co-pay of \$5/\$25/\$50 with 90 day co-pay of 2X.

Increased coverage will be effective on July 1, 2019 and available for implementation at the next open enrollment.

For the GIRESD Professional
Association:



President

6/20/19

Date

For the GIRESD Board of Education:



President

6/20/19

Date