

MASTER AGREEMENT

between

C.O.O.R. Intermediate School District

and the

C.O.O.R. Education Association/MEA-NEA

July 1, 2024 - June 30, 2027

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C.O.O.R. Education Association Agreement

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

Witnesseth:

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

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

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the C.O.O.R Education Association, hereinafter referred to as the "Association", as the exclusive and sole bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all Bargaining Unit Members regularly employed by C.O.O.R. Intermediate School District in special education classroom positions requiring a certified teacher and/or approved by the State Department of Education or employed in the position providing direct services to students which require a license. Existing bargaining unit positions requiring a license or certification will continue to be included even if there is a change in state rules or regulations.

- B. All Bargaining Unit Members employed as teachers or ancillary staff shall hereinafter be referred to as Bargaining Unit Members.

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

- C. The Board agrees not to negotiate with any Bargaining Unit Member nor to negotiate with any teachers' organization other than the C.O.O.R. Education Association for the duration of this Agreement.

- D. Personal pronouns depicting gender such as "he" and "she" will be used alternately by Article throughout this Agreement.

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

- F. 1. The Board shall not subcontract for the services currently provided by Bargaining Unit Members unless qualified professional personnel are found not to be available after an annual search and without prior discussion with the Association. No Bargaining Unit Member will be laid-off as a result of subcontracting.

- 2. The duties of any Bargaining Unit Member or the responsibilities of any position in the bargaining unit will not be substantially altered without prior discussion with the Association.

ARTICLE 2 - ASSOCIATION AND BARGAINING UNIT MEMBER RIGHTS

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

- H. Prior to a Board of Education meeting, the Association President shall be furnished a Board agenda and following the meeting, shall receive a copy of the Board minutes within twenty (20) days of said meeting.
- I. The Board may place on the agenda of each regular Board meeting as an item for consideration any matters brought to its attention by the Association as long as those matters are made known to the Superintendent's Office ten (10) days prior to said regular meeting. This is not to be used to expand, in place of, or to circumvent the procedures provided in this Agreement.
- J. The Association shall be advised of any revisions in educational policy which are proposed or under consideration, and when possible, the Association shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication. (Educational policy shall not be construed to mean Board Policy.)
- K. Bargaining Unit Members shall be entitled to full rights of citizenship, religion and political activities.

The private and personal life of any Bargaining Unit Member is not within the appropriate concern or attention of the Board, unless it adversely affects their assignment and duties.
- L. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap or marital status.
- M. Bargaining Unit Members will not be required to carry out a directive which may endanger their physical safety or well-being beyond the normal risks inherent in that assignment.

ARTICLE 3 - RIGHTS OF THE BOARD

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

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

- A. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the employer.
- B. Exercise its rights of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting time, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. Direct the working forces, including the right to hire, promote, determine the size of the work force and to lay off Bargaining Unit Members as long as such action does not conflict with terms and provisions of this Agreement.

- D. Determine the qualifications of Bargaining Unit Members in accordance with State Law.
- E. Determine the policy affecting the selection and training of Bargaining Unit Members, provided that such selection shall be based upon lawful criteria.
- F. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- G. Adopt reasonable rules and regulations.
- H. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivision thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- I. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from Bargaining Unit Members as specifically provided for in this Agreement.

ARTICLE 4 - PAYROLL DEDUCTIONS

- A. Payroll will be issued by direct deposit for all credit unions and banks within the C.O.O.R. service area.
- B. C.O.O.R. ISD and the Association acknowledge that the Internal Revenue Service has adopted Revised Regulations Concerning Section 403(b) Tax-Sheltered Annuity Contracts. C.O.O.R ISD and the Association further recognize that C.O.O.R. ISD has agreed to make salary deduction and remittances for tax-sheltered annuities for Association bargaining unit members.

ARTICLE 5 - HOURS AND CASELOADS

- A. A business day shall be not less than a seven (7) hour day. Concerns or requests for deviations from the standard hours shall be brought to the immediate supervisor and be reviewed on a case by case basis.
- B. A planning and preparation time shall be provided to the Bargaining Unit Member. The minimum time shall be the greater of the planning time allowed in the school of record, or two hundred fifteen (215) minutes per week.

1. The principal will consult with individual teachers regarding preparation time. All classroom teachers will have their prep time on file with the administrator. If asked or approved by an administrator to forgo their prep time or duty free lunch, they will be compensated with a \$30 stipend for the missed time. Teachers will not be paid a stipend for IEP/REED/MET meetings. All compensated time must be approved by the building principal on the appropriate form and submitted within that pay period.
- C. Caseloads shall be defined through the procedure set forth in the current Michigan Administrative Rules for Special Education (MARSE) as amended from time to time. Workload will be considered when determining caseload for ancillary staff.
 - D. Bargaining unit members shall have a duty-free lunch period of at least thirty (30) minutes in length per day.

ARTICLE 6 - WORKING CONDITIONS

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

The Board shall provide if possible:

- A. A desk in working order for each Bargaining Unit Member in the District of record with a lockable drawer space or lockable workspace door.
- B. Suitable closet space for each Bargaining Unit Member to store coats and personal articles.
- C. Adequate instructional space in every classroom.
- D. Adequate instructional materials shall be provided for daily Bargaining Unit Member responsibilities.
- E. Adequate storage space in each classroom for instructional materials.
- F. The Board will make reasonable effort, within the first two (2) weeks of placement, to work with placement locations to make sure proper technology for COOR ISD staff is available to use.
- G. The purpose of the installation of cameras/monitors is to increase the safety and security in the building. The Association, upon request, is entitled to information detailing where cameras/monitors are located in each building. It is specifically understood that cameras cannot be used for purposes of staff evaluation or staff monitoring. It is understood that situations may arise warranting review of video. If any incident of alleged illegal activity of staff is observed on the video, the Association will be immediately notified and will be given the opportunity to review the tape(s) within three (3) days of receipt of the notice.

ARTICLE 7 - PROFESSIONAL QUALIFICATIONS & ASSIGNMENTS

- A. All Bargaining Unit Members shall be given written notice of their tentative school of record and/or assignment for the forthcoming year no later than the preceding fifteenth (15th) day of June. In the event that changes in such schedules are proposed, all Bargaining Unit Members affected shall be notified promptly and consulted. In no event will changes in Bargaining Unit Member schedules be made later than the thirtieth (30th) day of September, unless an emergency situation requires the same, and the Association shall be notified in each instance.
- B. All Bargaining Unit Members shall maintain on-going communication with the parents of the students and district assignments that are on their caseload to review progress of the students.
- C. Bargaining Unit Member calendars shall be developed and presented to their supervisors for their review and presentation to the Board, or its representatives, for approval. Weekly schedules shall be maintained electronically and indicate client contact, conference preparation time, and travel time to meet the needs of the job responsibilities. It is understood by both parties that special occasions may create a need for a modification to the annual calendar or temporary modification of an individual's weekly schedule.
- D. Preference in any additional assignments shall be given to Bargaining Unit Members regularly employed in the District and shall be in accordance with qualification. Such additional assignments shall not be obligatory but shall be with the consent of the Bargaining Unit Member.

ARTICLE 8 - TRANSFERS, VACANCIES AND PROMOTIONS OF BARGAINING UNIT MEMBERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its Bargaining Unit Members. Requests by Bargaining Unit Members for transfer to a different work assignment shall be made in writing. One copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board or its designee.
- B. A transfer shall be defined as either a voluntary or involuntary move from one Bargaining Unit Member Assignment to another within the bargaining unit, including grade/level and subject area moves as well as changes in buildings. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected Bargaining Unit Member and the Association of the reasons for such transfer.

- C. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions.
- D. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.
- E. The Board declares its support of a policy of filling Bargaining Unit Member vacancies from within its own staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association no less than ten (10) working days before the position is filled. Bargaining Unit Member vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, and other relevant factors. If 2 or more employees are equally qualified, then the position shall be awarded to the employee with the greatest length of service within the bargaining unit as defined by their Seniority List ranking.

Any new Bargaining Unit Member positions shall be announced with accompanying job descriptions.

Consideration shall not be for arbitrary or capricious reasons.

Newly created Bargaining Unit Member positions shall be posted at the C.O.O.R. Administrative Office along with a copy of such posting to the Association President with copies sent to C.O.O.R. local district administrative offices. Positions as above described shall be posted at least ten (10) school days prior to being closed and fifteen (15) days prior to being filled. Bargaining Unit Members may apply for such positions by submitting a written application to the personnel office. Bargaining Unit Member vacancies shall be filled on the basis of the experience, competency, and qualifications of the applicant, and other relevant factors. If 2 or more employees are equally qualified, then the position shall be awarded to the employee with the greatest length of service within the bargaining unit as defined by their Seniority List ranking.

- F. Copies of all bargaining unit vacancies will be sent to the Association President and vacancies will be posted on the web site.
- G. Any Bargaining Unit Member who shall be promoted to an administrative or executive position and shall later return to Bargaining Unit Member status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer.

ARTICLE 9 - ILLNESS OR DISABILITY

- A. From the hiring date, Bargaining Unit members will be awarded sick days up front. Beginning the 24-25 school year the following number of sick days will be awarded as follows:

2024-25: 14 Days 2025-26: 13 Days 2026-27: 12 Days

Bargaining Unit Members who work ESY or SCI or days in excess of the school year will be credited with an additional 1 day of leave.

If a Bargaining Unit Member resigns or retires before the end of the fiscal year the sick days will be prorated accordingly. The unused portion of leave shall accumulate from year-to-year, but shall not exceed one hundred sixty-five (165) days. The leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - All Bargaining Unit Members may use all or any portion of his leave to recover from his own illness or disability.
 2. Medical or Nursing Care - The Bargaining Unit Member may take three (3) days per occurrence to make arrangements for medical or nursing care for a member of his immediate family. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law and grandparents or persons under the immediate care and supervision of the Bargaining Unit Member.
- B. The Board shall furnish each Bargaining Unit Member with a written statement at the beginning of each school year setting forth the total leave credit.
- C. Bargaining Unit Members who are unable to perform duties because of personal illness or disability and who have exhausted all sick leave available, shall be granted a leave of absence without pay or Board paid fringe for the duration of such illness or disability, up to one (1) year.
- D. In case of death, with the following limitations, any unused paid personal leave shall be paid in a lump sum to the beneficiary named by the Bargaining Unit Member. Such payment shall be computed by multiplying the number of unused leave days times fifty percent (50%), times the B.A. Step 1 rate. Such payment shall not exceed ten thousand dollars (\$10,000).
- E. Sick leave benefits shall not be used for such reasons as cosmetic surgery, any elective medical treatment or for any surgical procedure which can be scheduled during non-work days. The Superintendent may require medical documentation for the absence, including a physician's written statement as to the employee's ability to perform his/her required duties. In other than emergency situations, employees requiring sick leave of more than three (3) consecutive working days shall apply two (2) weeks in advance of the requested leave.
- F. In the 2024-25 school year only, Bargaining Unit Members will be paid their 2024-25 daily rate for 3 additional days in exchange for the 3 day reduction of sick days taking place over the duration of the agreement. Bargain Unit Members will receive the one time pay out in November 2024. (See Appendix A) This additional payment applies to Bargaining Unit Members who were employed as of June 14, 2024.

ARTICLE 10 - PROFESSIONAL, PERSONAL & ASSOCIATION LEAVE

- A. At the beginning of every school year, each Bargaining Unit Member may be allowed up to, but not in excess of five (5) days to be used for professional educational business. Professional educational business days may be used for any educational purpose at the discretion of the Bargaining Unit Member with department director's approval. The Bargaining Unit Member planning to use a professional educational business day shall notify the Superintendent or designee at least three (3) weeks in advance of their absence. Professional educational business days may be used for the purpose of:
1. Visitation to view other instructional techniques or programs.
 2. Conferences, workshops, or seminars. The Bargaining Unit Member will file a written report if requested.
 3. Additional days may be used if requested, at the discretion of the supervisor or administrator.
 4. Regional organizational meetings.
- B. Any Bargaining Unit Member called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matters shall be paid their full salary. However, any pay received from the Court must be turned into the ISD payroll department less mileage. This will not apply to any matter involving an Unfair Labor Practice or Arbitration proceedings unless the individual(s) is(are) called by the Board, or any matter where the employer is party.
- C. At the beginning of every school year, the Association shall be credited with six (6) days to be used by Bargaining Unit Members who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance of taking such leave. Four (4) additional days may be taken by the Association, provided they reimburse the Board for the additional cost of a substitute if a substitute is needed to replace an officer or agent of the Association.
- D. Any abuse of this Article shall be discouraged by the Executive Board of the COOR Education Association and that such utilization will be used in accordance with the terms and conditions in the Master Agreement.
- E. Bereavement days shall not be charged to the employee's sick leave.
1. Death in the Immediate Family—The employee may take a maximum of five (5) days per death. The immediate family member shall be interpreted as spouse, mother, father and children (including foster step-children under the employee's guardianship).

2. Death in the Extended Family—The employee may take a maximum of three (3) days per death. The extended family member shall be interpreted as brother, sister, grandparents, grandchildren, father-in-law and mother-in-law.
3. Death in the Extended Family—The employee may take a maximum of one (1) days per death. The extended family member shall be interpreted as uncle, aunt, nephew, niece, brother-in-law and sister-in-law.
4. The employee may request additional time from the Superintendent or designee, chargeable to an employee's sick leave, personal day, or vacation day for bereavement.
5. Other Deaths—The employee may take one (1) day per death to attend the funeral of any person chargeable to an employee's sick leave, personal day, or vacation day for bereavement.

F. Death of a student – A bargaining unit member may attend the funeral of a student who is currently enrolled in their classroom or on their caseload during the course of a school day without loss of sick or personal time provided she/he has the approval of their administrator and agrees to report back to their duty station directly after the funeral.

G. Personal Business - The Bargaining Unit Members may take a maximum of three (3) paid personal days per year for personal business which are not deducted from sick days. At the beginning of the next school year on July 1st unused personal days from the previous school year will roll over to an individual employee's sick days.

1. A Bargaining Unit Member wishing to take personal business day(s) shall indicate their desire to his/her immediate supervisor as well as sign and file a written statement on the appropriate form at least three (3) days in advance, except in an emergency situation.
2. Personal business days may not be taken immediately before or after scheduled holidays, Christmas or Spring break.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

- A. An unpaid military leave of absence shall be granted to any Bargaining Unit Member who shall be inducted for military duty in any branch of the armed forces of the United States, for the period of induction.
- B. **Unpaid Leave:** Any Bargaining Unit Member may be granted up to one (1) year unpaid leave of absence for the purpose of health care purposes of the immediate family. Immediate family shall be here defined as husband, wife, children, mother, father and domiciled with the Bargaining Unit Member. The Bargaining Unit Member requesting leave shall state his/her intent to return to C.O.O.R. by April 1 of the year in which leave is taken. The leave may be extended to complete a full school year. An unpaid leave

will be with the understanding that it is a leave of absence from C.O.O.R and not from a particular position. Every effort will be made to assure the Bargaining Unit Member upon his/her return, will be placed in a similar position for which he/she is certified and qualified. An unpaid leave of absence is without Board paid salary or fringe benefits.

- C. **FMLA:** The District shall comply with the 1993 Family and Medical Leave Act. This policy shall be interpreted consistently with the definitions contained in the Act.
1. The employer shall grant unpaid leaves of up to twelve (12) weeks for each employee eligible under the law (currently defined as employees who have been employed at least twelve (12) months immediately prior to the leave and who have worked a minimum of one thousand two hundred fifty (1,250) hours in the previous twelve (12) months immediately prior to the leave). If the employee requests leave for one of the following reasons, the employer shall consider the initial twelve (12) weeks of such leave as a request for leave under The Family and Medical Leave Act:
 - a. The serious health condition of the employee; or
 - b. Of the employee's spouse, parent, child, grandparent, in-laws or siblings; or
 - c. The placement of a child for adoption or foster care; or
 - d. The birth of an employee's son or daughter and care of the infant child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable or self care because of physical or mental disability; or a biological, adopted, or foster child.
 2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began.
 - a. Should such a position no longer exist due to restructuring necessitated by severe financial causes, a position equivalent in pay, benefits, hours, and other terms and conditions of employment shall be offered or created. However, if the leave would qualify, under another provision of the master agreement, for superior return rights, the superior rights shall apply.
 - b. The employee is subject to the layoff provision by virtue of seniority under circumstances that he/she would be subject to had he/she been on FMLA leave. In such an event, the employee shall be treated the same as any other employee, except that; health insurances shall be continued for at least the remainder of the contract year, or the completion of the projected FMLA leave, whichever is longer.
 3. The employee shall have the option of using accrued paid leave days, if available. The remainder of the leave time will be unpaid. However, if an employee who has accrued leave days chooses to begin the leave on an unpaid basis, he or she will not be allowed to convert paid days during the leave.
 4. Medical, dental, and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who terminates employment at the end of the FMLA leave (or leave extension thereafter), or who fails to return to work at the expiration of the FMLA leave for any reason other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for any other reason beyond the employee's control pursuant to FMLA regulation 825.213 (A)(2), will be expected to reimburse the District for the medical, dental, and vision premiums or rate established for COBRA. Such reimbursement shall be deducted from the

- employee's payroll check upon return or from any remaining monies then owed the employee.
5. Seniority shall continue to accrue during the FMLA leave. Salary schedule credit shall also continue to accrue while on such leave.
 6. The employee shall have the right to take the leave on a reduced or intermittent schedule. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave involving being absent more than twenty (20%) percent over the period of time requested, may be required by the employer to:
 - A. Take leave for periods of a particular duration; or
 - B. Temporarily transfer to another, equivalent, position offered by the employer for which the employee is qualified.
 7. Whenever practical, the employee will provide the employer at least thirty (30) calendar days written notice of the request for leave. In non-emergency situations, the employee shall complete the required FMLA forms prior to taking the leave.
 8. If an instructional employee requests or begins a FMLA leave near the end of an academic term, the instructional employee may be required to remain on leave until the end of the academic term, as provided in the FMLA. The parameters are:
 - A. More than five (5) weeks before the end of the term with a leave of three (3) or more weeks, with a return within the last three (3) weeks, or;
 - B. The leave is for reasons attached to other than the employee, between three (3) and five (5) weeks before the end of the term, for more than two (2) weeks in duration and ending during the last two (2) weeks of the term.
 - C. Within three (3) weeks of the end of the term, for reasons other than his or her own, and for more than five (5) working days.
 9. Certification for return to work shall be satisfied by a statement from the employee's personal physician that the employee is physically able to return to work in the employee's original assignment.
 10. FMLA leave shall run concurrently with other applicable leaves of absence, if any.

ARTICLE 12 - EVALUATION

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly-hired and experienced Bargaining Unit Members. Each probationary Bargaining Unit Member shall have a minimum of two (2) evaluations annually. Bargaining Unit Members that have received a rating of effective or highly effective for three (3) consecutive years within the district may be evaluated every third year. As of July one of 2024 the rating will change to Effective.

The following procedure is established to accomplish these goals:

- A. The evaluation of the work of all Bargaining Unit Members is the responsibility of the administration.
- B. All monitoring or observation of the work of a Bargaining Unit Member shall be conducted openly and with full knowledge of the member.

- C. Copies of all communications, including evaluations by C.O.O.R. administrators, commendations, and validated complaints directed toward Bargaining Unit Members, which are included in the personnel file, shall be given to the Bargaining Unit Member at the time of inclusion. Upon completion all evaluations shall be reduced to writing and a copy given to the Bargaining Unit Member within ten (10) working days of the personal conference between the member and his/her evaluator. If the Bargaining Unit Member disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file.
- D. Notice of each observation will be given to the teacher at least 2 school days prior to the observation. The observation will be no less than 15 minutes. One observation will be scheduled. Any additional observations may be scheduled or unscheduled.
- E. Following the actual observation, a personal conference shall be held between the Bargaining Unit Member and his evaluator for the purposes of reviewing the observation.
- F. Twenty percent (20%) of the year-end evaluation will be based on student growth data or student learning objective metrics. When state assessment data is available it will be used in conjunction with local assessment data to evaluate student growth.
- G. Teachers receiving a less than effective rating will develop an Individual Development Plan (IDP) with their administrator. In addition to the above procedures, teachers who are evaluated with an IDP shall be provided the following:
 - 1. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - 2. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - 3. a mid-year progress report, supported with at least two (2) classroom observations completed no later than February, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - 4. A Mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.
- H. A tenured teacher who is rated as needing support must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitrations as set out in M.C.L. 380.1248, unless the law changes or is eliminated.
- I. Each Bargaining Unit Member, upon their employment or at the beginning of the school year, whichever is later, shall be trained on the evaluation system, forms, and other components of the evaluation process. Job descriptions shall be supplied to the individuals.
- J. If the Superintendent is contemplating recommending to the Board of Education the dismissal of a probationary Bargaining Unit Member for unsatisfactory work, then he

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

ARTICLE 13 - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of Bargaining Unit Member, participation in professional organizations in the areas of their specialization, leaves for work on advanced degrees or and participation in community, state and federal education projects.
- B. Any Bargaining Unit Member who, with the Superintendent or designee's approval, enrolls in an approved course related to current position or need in the district at an accredited college or university shall receive reimbursement from the Board for one-half (1/2) of his/her tuition upon the successful completion of such course. Successful completion is defined as credit received from the educational institution.
- C. The District recognizes the benefit of professional development. The Board of Education will make every effort to budget adequate resources to enable staff to attend professional development activities that support the C.O.O.R. ISD vision, mission and goals.
 - 1. Professional development funds can be used for professional development activities or to cover costs for certification, licensing or membership dues that are directly related to their profession.
 - 2. The Board shall pay the predetermined amount for reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees who attend workshops, seminars, conferences, and/or other professional improvement sessions when required or approved by the Superintendent or designee. The Board of Education will pay a minimum of three hundred fifty dollars (\$350) for the approved professional development. The expenses (including meals, lodging, and/or transportation) will be a separate cost to the Board of Education beyond the three hundred fifty dollars (\$350) for approved professional development activities. The above pay shall be construed as direct reimbursement for vouchered expenses and shall not be filed on a separate Internal Revenue Service (I.R.S.) form for each professional employee, unless otherwise required by the I.R.S.
 - 3. In the event that a C.O.O.R. Employee the CEA contract requests to attend a conference, institute, workshop and/or other professional development session during the summer, or on days when the schools are not in session, a request shall be subject to the approval of the Superintendent or designee. The Board of Education shall pay the predetermined amount for reasonable expenses incurred for an approved or required conference.

ARTICLE 14 - MAINTENANCE OF STANDARDS

This Article shall not restrict the Board in making assignments to the limits stated in Article 6--Working Conditions, or in making necessary administrative adjustments within the established criteria throughout the school system. The following specific conditions are agreed:

- A. Two (2) or more part-time employees shall not be used to perform the duties of one classification when it would be reasonable to use one full-time employee.

ARTICLE 15 - CONTINUITY OF OPERATIONS

- A. The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its Officers, Representatives and Members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any Bargaining Unit Member take part in any strike, slow-down or stoppage of work, boycott, picketing or similar interruption of activities in the school system. Failure or refusal on the part of any Bargaining Unit Member to comply with any provision of this Article shall be for disciplinary action as deemed necessary. Disciplinary action shall not be arbitrary or capricious for failure or refusal with this article.
- B. The parties also agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by circumstances beyond its control.
1. Bargaining Unit Members assigned to one school district will follow the actions prescribed for that local school staff.
 2. Bargaining Unit Members assigned to two (2) or more school districts shall follow the procedure indicated:
 - (a) If the Bargaining Unit Member is assigned for that day to a school that is closed, then the day will count as a snow day.

If the district in which the staff member is assigned to that day is open and this requires the staff member to drive through districts that are closed in order to get to their assigned location, then the staff member will be expected to work remotely.

Bargaining unit members are expected to directly contact their immediate supervisor for assignment clarification should their circumstances fall outside of the parameters stated above.

ARTICLE 16 - SCHOOL CALENDAR

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

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

ARTICLE 17 - COMPENSATION

- A. The basic salaries of Bargaining Unit Members covered by this Agreement are set forth in Appendix A
- B. All newly hired Bargaining Unit Members may be credited with an amount of time on the salary schedule set forth in Appendix A for full years outside experience in any school district or other professional experience in an accredited agency.

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

- C. The salary schedule is based upon the normal professional assignment as defined in this Agreement. For Bargaining Unit Members assignments in excess of the regular school calendar, Bargaining Unit Members will be compensated at their daily rates defined as:

Contract amount divided by Contract Days = Daily Rate,

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

- D. Bargaining Unit Members required in the course of their work to drive personal vehicles from one school building to another shall receive a car allowance equal to the IRS rate, in effect as of July 1 of each school year. The same allowance shall be given for use of personal vehicles for field trips or other business of the District. When attending an approved conference or workshop, mileage will be paid for a round trip from the District to the conference. If a COOR vehicle is available it will be utilized and no mileage will be paid.
- E. Bargaining Unit Members assigned to the EarlyOn home based services will be provided a mobile device and follow the Board's acceptable use policy.

ARTICLE 18 - INSURANCE PROTECTION

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

- B. Bargaining Unit Members working at least half time as defined by number of days in the contract will be offered insurance at a prorated rate based on the percentage of time worked.

Those part-time employees not electing Plan A may choose Plan B to include Appendix B Section D prorated cash in lieu

ARTICLE 19 - BARGAINING UNIT MEMBER PROTECTION

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

ARTICLE 20 - MENTOR TEACHING ASSIGNMENTS

- A. Participation as a mentor is voluntary with final assignments made by the supervisor. If an insufficient number of members of the bargaining unit volunteer to be mentors, the Board may assign a person from outside the bargaining unit.
- B. Appointment as a mentor shall be maintained for the duration of the mentoring period unless either party requests a change (to be reviewed annually) or if the supervisor decides it is in the best interest of the parties.
- C. The mentor shall be available to provide professional support, instruction or guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- D. The stipend schedule below will be paid to the mentor upon completion of the school year if the number of meetings listed in the log meet or exceed the number specified:
- Year one: \$500 for a minimum of 20 hours
 - Year two: \$500 for a minimum of 15 hours
 - Year three: \$250 for a minimum of 10 hours
 - Mentors for alternative certification programs will be paid at year one rate until the mentee is certified.
- E. During the first year, six (6) hours of the required minimum of twenty (20) hours shall be completed before the start of the school year, if the mentee has been hired in the summer. Additional hours in any of the three (3) years shall be scheduled within the parameters of the regular workday and work year except when the mentor requests and receives supervisory permission otherwise.

ARTICLE 21 - GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an employee, who is a member of the bargaining unit, that there has been to her/him a violation, misinterpretation or misapplication of this Agreement.
- The term Bargaining Unit Member as used in this Article, may mean a group of Bargaining Unit Members having the same grievance. The term "days" shall mean working days.
- The Board recognizes the Association's right to file a grievance concerning wages, hours or working conditions in violation of the express terms of this contract.
- B. Level One - Oral: The Bargaining Unit Member who feels that **he**/she has a grievance should first take the matter up verbally with the immediate supervisor who will attempt to resolve the issue.
- C. Level Two - Written: If the grievance is not resolved in the above manner, the Bargaining Unit Member will reduce the grievance to writing within ten (10) days of the occurrence or reasonable knowledge thereof and submit it to the immediate supervisor, or

director if supervisor is not available, individually, together with an Association representative, or through the Association representative if authorized by the member. (See Appendix C)

- D. The written grievance shall specify the specific section of the Contract alleged to be violated and specify the remedy desired. The grievance must be signed by the individual or by the Association representative.
- E. The supervisor or director and the grievant shall have ten (10) days to meet and resolve the grievance. If the grievance is not resolved, the supervisor or director shall have five (5) days following this meeting to answer the grievance in writing.
- F. Level Three – In the event the grievance is not satisfactorily resolved at Level Two, written notice of intent to proceed to Level Three shall be given to the Superintendent or his designated representative within ten (10) days of receipt of the written decision at Level Two.
- G. If the Association gives notice to proceed with the grievance, a meeting shall be held between a representative of the Association and the Superintendent or his designated representative, within ten (10) days of receipt of notification that the grievance is being pursued.
- H. A written answer shall be returned to the Association within seven (7) days of said meeting.
- I. Level Four - If the decision of the Superintendent or his representative is not satisfactory to the Association, the grievance may be submitted to arbitration by the Association within twenty (20) days of the receipt of the written answer at Level Three. A copy of the demand for arbitration shall be provided to the Superintendent within the above twenty (20) day period.
- J. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceedings any change or rely on any evidence not previously disclosed to the other party.
- K. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application depends. The arbitrator shall, therefore, not have authority, nor shall the arbitrator consider his/her function to include the decisions of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules or contract construction. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator has no obligation or function to render decisions or not to render decisions merely because in his/her opinion such a decision is fair or equitable or because in his/her opinion it is unfair or inequitable. The arbitrator shall have no power to rule on prohibited subjects. The arbitrator shall have no authorization to interpret state or federal law.

Both parties agree that judgment thereon may be entered in any court of competent jurisdiction.

- L. The parties agree that the decision of the arbitrator shall be final and binding.
- M. The fees and expenses of the arbitrator shall be provided by whom the arbitrator deems in error.
- N. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- O. If a class action grievance arises from an action or authority higher than the supervisor, the Association may present such grievance at Level Three of the Grievance Procedure. The Superintendent or his designated representative may request that said grievance be returned to Level Two for disposition.
- P. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the Grievance Procedure until resolution.
- Q. The grievance form is as attached as Appendix C.

ARTICLE 22- NEGOTIATION PROCEDURES

- A. Before April 1st of the final year of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. The District agrees to type the Agreement and copies will be available on the District's web site within thirty (30) days after the Agreement is ratified, proof read and signed.

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

ARTICLE 23 - MISCELLANEOUS PROVISIONS

- A. The parties agree that this Agreement incorporates their full and complete understandings and that any prior oral or written agreement(s) or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

- B. Any individual contract between the Board and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. All Bargaining Unit Members covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the District, unless they are specifically paid for such a project.
- E. If any provision of this Agreement or any application of the Agreement to any Bargaining Unit Member or group of Bargaining Unit Members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. All C.O.O.R Bargaining Unit Members shall complete and return a monthly travel and expense form to the C.O.O.R.office.
- G. Bargaining Unit Members who will be absent from work shall enter their absences in the attendance software system provided by COOR prior to 7:30 A.M. In the case of extenuating circumstances, the Superintendent or designee may be called. Bargaining Unit Members assigned to a local educational agency shall notify the local educational designee/supervisor.

Itinerant staff are responsible for maintaining their schedule on the District's electronic calendar system.
- H. All C.O.O.R Ancillary Bargaining Unit Members shall keep an accurate daily log of their activities.

ARTICLE 24 - RETIREMENT PLAN

- A.
 1. The Board shall provide the following cash pay-out to a Bargaining Unit Member who has completed a minimum of fifteen (15) consecutive years of full-time service, excluding approved leaves of absence, with the C.O.O.R Intermediate School District, and upon successful retirement from the Michigan Public School Employees Retirement System, (hereinafter referred to as MPSERS). The cash pay-out shall be as follows:
 - a. 50% of unused sick leave days multiplied by Bargaining Unit Member's current base rate.
 - b. Maximum payment will be \$10,000.
 2. Eligibility for the retirement incentive shall be defined as the minimum age and service requirements needed to qualify for retirement as defined by MPSERS. The first year of eligibility shall be the school fiscal year in which the Bargaining

Unit Member qualifies for the minimum number of requirements for retirement as it applies to the Bargaining Unit Member.

3. "Retirement" as used in this provision shall mean severance of employment with the District; verification of an application of the Bargaining Unit Member and MPSERS for retirement benefits from said retirement system; and verification from MPSERS that the employee is eligible and has applied for retirement benefits.
4. This provision provides for retirement to occur at the end of the last work day of the year the Bargaining Unit Member elects for retirement, and written notification of the resignation must be received by February 1 of the year of retirement.
5. Bargaining Unit Members receiving the retirement incentive are fully responsible for all tax obligations resulting from the receipt of all payments outlined in this Agreement. Appropriate withholding deductions will be made from payments.

ARTICLE 25 - SENIORITY

- A. By every October 15 thereafter, the Board shall prepare, update, and distribute a seniority list to the CEA president or designee.
- B. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire.
- C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.
- D. Seniority shall not continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, except or for the full duration of a leave of absence due to Military Duty leave.
- E. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year.

ARTICLE 26 - REDUCTION IN PERSONNEL & RECALL

- A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:
 1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2. If reduction is still necessary, then tenured teachers will be laid off in the inverse order of qualification providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.
 3. If reduction is still necessary, then ancillary staff will be laid off in the inverse order of qualification providing that such ancillary staff who are retained are adequately licensed for the positions they are to fill. If more qualified ancillary staff are not available to staff programs, then those with the next highest qualification may be retained to fill those positions.
- B. After a reduction of Bargaining Unit Members as outlined above, if there are positions that are created and/or vacant, laid-off Bargaining Unit Members who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off Bargaining Unit Members, and the vacancy or vacancies shall be filled by the most adequately qualified.
 - C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the Bargaining Unit Members. Bargaining Unit Members being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester (trimester if applicable) for layoffs during the school year.
 - D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the Bargaining Unit Member at their last known address. It shall be the responsibility of the Bargaining Unit Member to notify the Board of any change in address.
 - E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.
 - F. A Bargaining Unit Member refusing an offer of recall to a position for which the Bargaining Unit Member is adequately certified and most qualified and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall.
 - G. Bargaining Unit Members laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 18 until the end of the following month of the effective date of the layoff. After that, a laid-off Bargaining Unit Member may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE 27 - DISCIPLINE & DISCHARGE

A. Just Cause:

No bargaining unit employee shall be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

B. Progressive Discipline:

A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral warning, then
2. Written warning, then
3. Written reprimand, then
4. Suspensions with or without pay, then
5. Discharge.

The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline. No suspension shall adversely affect any other rights or benefits under this Agreement.

C. A bargaining unit employee shall be notified prior to any meeting which will or may lead to disciplinary action by the Employer. Bargaining Unit Members are entitled to have present a representative of the Association during any such meeting. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present.

D. Personnel File:

All Bargaining Unit Members shall have the right, upon request, to review the contents of his/her own personnel file. The Bargaining Unit Member may request the presence of an Association representative to accompany him in such review. In the event the Bargaining Unit Member feels that any material in his file is improper, the Bargaining Unit Member may submit his their own statement concerning the matter which will be filed in conjunction with the materials in question. Privileged information, such as confidential credentials and related personal references normally requested at the time of employment, are specifically exempted from review. The administrators shall, in the presence of the Bargaining Unit Member and authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the Bargaining Unit Member.

E. Complaints:

No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

Complaints, as defined in this Section, shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

ARTICLE 28 - EMERGENCY MANAGER

“An emergency manager appointed under the Local Financial Stability and Choice Act shall be allowed to reject, modify, or terminate this collective bargaining agreement in accordance with the Local Financial Stability and Choice Act.” The inclusion of this language is required by PERA. It should not be interpreted as a waiver of the Association’s rights to challenge the legality of the Emergency Manager Law.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall continue in effect until the 30th day of June, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

C.O.O.R. EDUCATION ASSOCIATION

Signature: Hannah VanCura

Printed Name: Hannah VanCura

Date 7/16/24

Signature: Tammy L Baudoux

Printed Name: Tammy L Baudoux

Date 7-16-24

Association Team:

- Hannah VanCura, President
- Tammy Baudoux, Vice President
- Emily Gubancsik, Secretary
- Amber Larrison, Treasurer
- Tonja Hinkston, MEA UniServ

C.O.O.R. BOARD OF EDUCATION

Signature: Shawn Petri

Printed Name: Shawn Petri

Date 7/16/24

Signature: Melisa Akers

Printed Name: Melisa AKERS

Date 7/16/24

Board Team:

- Shawn Petri, Superintendent
- Melisa Akers, Director of Special Education
- Joseph Moore, Principal
- Kurt Loll, Director of Finance
- Alexis Ferguson, Payroll & Benefits Coordinator

APPENDIX A - SALARY SCHEDULE 2024-25

C.O.O.R. Education Association/MEA-NEA

STEP	BA	BA+18	BA +30	MA	MA+15	MA+30
1	\$ 43,154.73	\$ 44,256.17	\$ 45,288.98	\$ 46,289.23	\$ 47,256.92	\$ 48,188.54
2	\$ 45,208.96	\$ 46,365.47	\$ 47,449.93	\$ 48,500.19	\$ 49,516.26	\$ 50,494.47
3	\$ 47,365.91	\$ 48,580.24	\$ 49,718.93	\$ 50,821.70	\$ 51,888.58	\$ 52,915.70
4	\$ 49,630.70	\$ 50,905.76	\$ 52,101.37	\$ 53,259.29	\$ 54,379.50	\$ 55,457.98
5	\$ 52,008.74	\$ 53,347.54	\$ 54,602.94	\$ 55,818.75	\$ 56,994.98	\$ 58,127.38
6	\$ 54,505.68	\$ 55,911.42	\$ 57,229.59	\$ 58,506.19	\$ 59,741.22	\$ 60,930.25
7	\$ 56,603.10	\$ 58,065.08	\$ 59,435.97	\$ 60,763.64	\$ 62,048.07	\$ 63,284.66
8	\$ 58,784.43	\$ 60,304.89	\$ 61,730.61	\$ 63,111.38	\$ 64,447.20	\$ 65,733.24
9	\$ 61,053.00	\$ 62,634.28	\$ 64,117.04	\$ 65,553.04	\$ 66,942.29	\$ 68,279.78
10	\$ 62,822.49	\$ 64,451.21	\$ 65,978.45	\$ 67,457.53	\$ 68,888.45	\$ 70,266.07
11	\$ 64,645.07	\$ 66,322.64	\$ 67,895.70	\$ 69,419.16	\$ 70,893.01	\$ 72,311.95
12	\$ 65,896.57	\$ 67,607.69	\$ 69,212.21	\$ 70,766.14	\$ 72,269.48	\$ 73,716.79
13	\$ 67,173.10	\$ 68,918.45	\$ 70,555.06	\$ 72,140.06	\$ 73,673.46	\$ 75,149.73
14	\$ 67,824.13	\$ 69,586.93	\$ 71,239.91	\$ 72,840.76	\$ 74,389.50	\$ 75,880.53
15	\$ 68,481.68	\$ 70,262.10	\$ 71,931.61	\$ 73,548.47	\$ 75,112.69	\$ 76,618.63
16	\$ 69,145.79	\$ 70,944.02	\$ 72,630.22	\$ 74,263.26	\$ 75,843.11	\$ 77,364.12
17	\$ 69,481.17	\$ 71,288.40	\$ 72,983.03	\$ 74,624.22	\$ 76,211.98	\$ 77,740.59
18	\$ 69,818.23	\$ 71,634.48	\$ 73,337.58	\$ 74,986.99	\$ 76,582.69	\$ 78,118.93
19	\$ 70,156.97	\$ 71,982.30	\$ 73,693.93	\$ 75,351.58	\$ 76,955.25	\$ 78,499.18
20	\$ 70,497.40	\$ 72,331.87	\$ 74,052.05	\$ 75,717.98	\$ 77,329.68	\$ 78,881.32
21	\$ 70,839.54	\$ 72,683.18	\$ 74,411.96	\$ 76,086.22	\$ 77,705.98	\$ 79,265.38
22	\$ 71,183.39	\$ 73,036.24	\$ 74,773.67	\$ 76,456.31	\$ 78,084.16	\$ 79,651.36
23	\$ 71,528.95	\$ 73,391.07	\$ 75,137.18	\$ 76,828.24	\$ 78,464.23	\$ 80,039.27
24	\$ 71,876.25	\$ 73,747.68	\$ 75,502.53	\$ 77,202.03	\$ 78,846.20	\$ 80,429.12
25	\$ 72,225.28	\$ 74,106.07	\$ 75,869.68	\$ 77,577.69	\$ 79,230.08	\$ 80,820.91
26	\$ 72,576.05	\$ 74,466.25	\$ 76,238.68	\$ 77,955.23	\$ 79,615.88	\$ 81,214.66
27	\$ 72,928.59	\$ 74,828.23	\$ 76,609.53	\$ 78,334.65	\$ 80,003.62	\$ 81,610.39
28	\$ 73,282.87	\$ 75,192.03	\$ 76,982.22	\$ 78,715.97	\$ 80,393.28	\$ 82,008.09
29	\$ 73,638.95	\$ 75,557.63	\$ 77,356.78	\$ 79,099.20	\$ 80,784.90	\$ 82,407.78
30	\$ 73,996.79	\$ 75,925.07	\$ 77,733.22	\$ 79,484.35	\$ 81,178.48	\$ 82,809.47

In 2024-25 Staff will be paid at current STEP for 3 sick days that they will be losing from the contract per Article 9.

Each year, staff also receive 1.5% off scale in November.

Non-certified teachers in the bargaining unit, while they are still uncertified but participating in Grow Your Own or similar program to become certified, will receive 75% of BA Step 1 salaries.

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

SALARY SCHEDULE 2025-26

C.O.O.R. Education Association/MEA-NEA

STEP	BA	BA+18	BA +30	MA	MA+15	MA+30
1	\$ 44,017.82	\$ 45,141.29	\$ 46,194.76	\$ 47,215.01	\$ 48,202.06	\$ 49,152.32
2	\$ 46,113.13	\$ 47,292.78	\$ 48,398.93	\$ 49,470.20	\$ 50,506.59	\$ 51,504.36
3	\$ 48,313.22	\$ 49,551.84	\$ 50,713.30	\$ 51,838.13	\$ 52,926.35	\$ 53,974.01
4	\$ 50,623.32	\$ 51,923.88	\$ 53,143.40	\$ 54,324.47	\$ 55,467.09	\$ 56,567.14
5	\$ 53,048.91	\$ 54,414.49	\$ 55,694.99	\$ 56,935.13	\$ 58,134.88	\$ 59,289.93
6	\$ 55,595.79	\$ 57,029.65	\$ 58,374.18	\$ 59,676.31	\$ 60,936.05	\$ 62,148.86
7	\$ 57,735.17	\$ 59,226.39	\$ 60,624.69	\$ 61,978.91	\$ 63,289.04	\$ 64,550.35
8	\$ 59,960.12	\$ 61,510.98	\$ 62,965.22	\$ 64,373.61	\$ 65,736.15	\$ 67,047.91
9	\$ 62,274.06	\$ 63,886.96	\$ 65,399.38	\$ 66,864.10	\$ 68,281.13	\$ 69,645.37
10	\$ 64,078.94	\$ 65,740.23	\$ 67,298.01	\$ 68,806.68	\$ 70,266.22	\$ 71,671.39
11	\$ 65,937.97	\$ 67,649.10	\$ 69,253.61	\$ 70,807.54	\$ 72,310.87	\$ 73,758.19
12	\$ 67,214.50	\$ 68,959.84	\$ 70,596.45	\$ 72,181.46	\$ 73,714.86	\$ 75,191.12
13	\$ 68,516.57	\$ 70,296.81	\$ 71,966.16	\$ 73,582.86	\$ 75,146.93	\$ 76,652.72
14	\$ 69,180.61	\$ 70,978.67	\$ 72,664.71	\$ 74,297.58	\$ 75,877.29	\$ 77,398.14
15	\$ 69,851.31	\$ 71,667.35	\$ 73,370.24	\$ 75,019.44	\$ 76,614.95	\$ 78,151.00
16	\$ 70,528.71	\$ 72,362.90	\$ 74,082.83	\$ 75,748.52	\$ 77,359.98	\$ 78,911.40
17	\$ 70,870.80	\$ 72,714.17	\$ 74,442.69	\$ 76,116.71	\$ 77,736.22	\$ 79,295.40
18	\$ 71,214.60	\$ 73,067.17	\$ 74,804.34	\$ 76,486.73	\$ 78,114.35	\$ 79,681.31
19	\$ 71,560.11	\$ 73,421.95	\$ 75,167.80	\$ 76,858.61	\$ 78,494.36	\$ 80,069.17
20	\$ 71,907.35	\$ 73,778.50	\$ 75,533.09	\$ 77,232.34	\$ 78,876.28	\$ 80,458.95
21	\$ 72,256.33	\$ 74,136.84	\$ 75,900.20	\$ 77,607.95	\$ 79,260.10	\$ 80,850.69

22	\$ 72,607.06	\$ 74,496.97	\$ 76,269.14	\$ 77,985.44	\$ 79,645.84	\$ 81,244.39
23	\$ 72,959.53	\$ 74,858.90	\$ 76,639.92	\$ 78,364.80	\$ 80,033.51	\$ 81,640.06
24	\$ 73,313.77	\$ 75,222.64	\$ 77,012.58	\$ 78,746.07	\$ 80,423.12	\$ 82,037.70
25	\$ 73,669.79	\$ 75,588.19	\$ 77,387.08	\$ 79,129.24	\$ 80,814.68	\$ 82,437.33
26	\$ 74,027.57	\$ 75,955.58	\$ 77,763.45	\$ 79,514.33	\$ 81,208.20	\$ 82,838.95
27	\$ 74,387.17	\$ 76,324.80	\$ 78,141.72	\$ 79,901.34	\$ 81,603.69	\$ 83,242.60
28	\$ 74,748.53	\$ 76,695.87	\$ 78,521.87	\$ 80,290.29	\$ 82,001.15	\$ 83,648.25
29	\$ 75,111.72	\$ 77,068.78	\$ 78,903.92	\$ 80,681.19	\$ 82,400.59	\$ 84,055.93
30	\$ 75,476.72	\$ 77,443.58	\$ 79,287.88	\$ 81,074.03	\$ 82,802.05	\$ 84,465.66

SALARY SCHEDULE 2026-27

C.O.O.R. Education Association/MEA-NEA

STEP	BA	BA+18	BA +30	MA	MA+15	MA+30
1	\$ 44,898.18	\$ 46,044.11	\$ 47,118.66	\$ 48,159.31	\$ 49,166.10	\$ 50,135.36
2	\$ 47,035.40	\$ 48,238.64	\$ 49,366.90	\$ 50,459.60	\$ 51,516.72	\$ 52,534.45
3	\$ 49,279.49	\$ 50,542.88	\$ 51,727.57	\$ 52,874.89	\$ 53,984.87	\$ 55,053.49
4	\$ 51,635.78	\$ 52,962.35	\$ 54,206.27	\$ 55,410.96	\$ 56,576.43	\$ 57,698.48
5	\$ 54,109.89	\$ 55,502.78	\$ 56,808.89	\$ 58,073.83	\$ 59,297.57	\$ 60,475.73
6	\$ 56,707.71	\$ 58,170.25	\$ 59,541.67	\$ 60,869.84	\$ 62,154.77	\$ 63,391.84
7	\$ 58,889.87	\$ 60,410.91	\$ 61,837.19	\$ 63,218.49	\$ 64,554.82	\$ 65,841.36
8	\$ 61,159.32	\$ 62,741.20	\$ 64,224.53	\$ 65,661.08	\$ 67,050.87	\$ 68,388.87
9	\$ 63,519.55	\$ 65,164.70	\$ 66,707.37	\$ 68,201.38	\$ 69,646.76	\$ 71,038.28
10	\$ 65,360.52	\$ 67,055.04	\$ 68,643.97	\$ 70,182.82	\$ 71,671.54	\$ 73,104.82
11	\$ 67,256.73	\$ 69,002.08	\$ 70,638.69	\$ 72,223.69	\$ 73,757.09	\$ 75,233.35
12	\$ 68,558.79	\$ 70,339.04	\$ 72,008.38	\$ 73,625.09	\$ 75,189.16	\$ 76,694.95
13	\$ 69,886.90	\$ 71,702.75	\$ 73,405.48	\$ 75,054.52	\$ 76,649.87	\$ 78,185.77
14	\$ 70,564.22	\$ 72,398.24	\$ 74,118.00	\$ 75,783.53	\$ 77,394.83	\$ 78,946.10
15	\$ 71,248.34	\$ 73,100.69	\$ 74,837.65	\$ 76,519.82	\$ 78,147.25	\$ 79,714.02
16	\$ 71,939.28	\$ 73,810.16	\$ 75,564.49	\$ 77,263.49	\$ 78,907.17	\$ 80,489.63
17	\$ 72,288.21	\$ 74,168.45	\$ 75,931.54	\$ 77,639.04	\$ 79,290.94	\$ 80,881.31
18	\$ 72,638.89	\$ 74,528.52	\$ 76,300.42	\$ 78,016.47	\$ 79,676.63	\$ 81,274.94
19	\$ 72,991.31	\$ 74,890.39	\$ 76,671.16	\$ 78,395.78	\$ 80,064.24	\$ 81,670.55
20	\$ 73,345.50	\$ 75,254.07	\$ 77,043.75	\$ 78,776.99	\$ 80,453.80	\$ 82,068.13

21	\$ 73,701.46	\$ 75,619.58	\$ 77,418.20	\$ 79,160.11	\$ 80,845.30	\$ 82,467.70
22	\$ 74,059.20	\$ 75,986.91	\$ 77,794.52	\$ 79,545.14	\$ 81,238.76	\$ 82,869.28
23	\$ 74,418.72	\$ 76,356.07	\$ 78,172.72	\$ 79,932.10	\$ 81,634.18	\$ 83,272.86
24	\$ 74,780.05	\$ 76,727.09	\$ 78,552.83	\$ 80,320.99	\$ 82,031.58	\$ 83,678.45
25	\$ 75,143.18	\$ 77,099.96	\$ 78,934.82	\$ 80,711.83	\$ 82,430.97	\$ 84,086.08
26	\$ 75,508.13	\$ 77,474.69	\$ 79,318.72	\$ 81,104.62	\$ 82,832.37	\$ 84,495.73
27	\$ 75,874.91	\$ 77,851.29	\$ 79,704.56	\$ 81,499.37	\$ 83,235.76	\$ 84,907.45
28	\$ 76,243.50	\$ 78,229.78	\$ 80,092.31	\$ 81,896.10	\$ 83,641.17	\$ 85,321.22
29	\$ 76,613.96	\$ 78,610.16	\$ 80,481.99	\$ 82,294.81	\$ 84,048.61	\$ 85,737.05
30	\$ 76,986.26	\$ 78,992.45	\$ 80,873.64	\$ 82,695.51	\$ 84,458.09	\$ 86,154.97

APPENDIX B - INSURANCE COVERAGE

PLAN A - For Bargaining Unit Members needing medical insurance

MESSA CHOICES, or and equivalent plan

\$500/\$1,000 in-network annual deductible; Three Tier Copay/Coinsurance

MESSA ABC PLAN 1, or an equivalent plan

HSA PLAN \$1600/\$3200 in network annual deductible; Three Tier Copay/Coinsurance

LONG TERM DISABILITY

66 ²/₃%

\$3,500 Maximum

90 Days

Coordinated Benefits

Alcoholism /Drug Addiction 2 year

Mental/Nervous 2 year

DENTAL 75-75-50-75: \$1,000 annual max or an equivalent plan \$1,200 life-time max Ortho

NEGOTIATED LIFE \$30,000 AD&D

VISION VSP or an equivalent plan

PLAN B - For Bargaining Unit Members not needing health insurance

DENTAL 75/75/50 \$1,000 annual max and \$1,200 lifetime max or an equivalent plan

VISION VSP or an equivalent plan

NEGOTIATED LIFE \$30,000 AD&D

LONG TERM DISABILITY 66 ²/₃% Same as above

- A. It is understood that the Board or Association may open this Agreement for the express purpose of reviewing Medical and Non-Medical Benefits insurance bids. The bid from the carrier must be equal to or exceed the specifications as contained in this Article. A change in benefits will only take place if both parties are in agreement.
- B. The Insurance plan year begins July 1 each year. Currently, the District has two (2) open enrollment periods (one in the spring and one in the fall) to accommodate teachers planning to switch between offered insurance plans.
- C. Those individuals electing Plan "B" will be eligible for one hundred fifty dollars (\$150.00) per month in cash under a qualified Section 125 plan provided the recipient has other health insurance coverage.
- D. It is the responsibility of each teacher to apply for said insurance coverage. No teacher shall be eligible for insurance coverage until having worked one day and until expiration of the waiting period, if any, and until the effective date of the coverage determined by the carrier. The Board is not responsible for benefits available under said insurance coverage for any period when the carrier does not cover the employee.
- E. The employee shall report changes in family status, to the Business Office, within thirty (30) days of such change. The teacher shall be responsible for any overpayment of premiums made on his or her behalf by the Board during the current fiscal year for failure to comply with this paragraph. Nothing in this paragraph shall preclude the Board from notifying the teacher and making changes in coverage if the Board should become aware of changes.
- F. The Board's annual premium for full time teachers electing Medical Insurance shall be in compliance with one of the two insurance payment calculations identified in current legislation (PA 54 and PA 152). Teachers will pay their portion of the premium co-pays divided equally over each pay period.
- G. Any premiums in excess of the Board's contribution will be payroll deducted as a condition of this agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars. An employee's insurance obligation to the Board must be paid in full on or before receiving final compensation from the Board.

H. The updated hard caps will be used for the fiscal year as of July 1st of each year. The Board will implement each subsequent hard cap per MCL 15.563 and specified in the Michigan Department of Treasury annual memorandum and as defined by law.

If the employee has selected a medical insurance plan including a health savings account (HSA) with an annual premium less than the annual hard cap allocation for the year, the Board will contribute the remaining amount up to the hard cap toward the HSA deductible for the bargaining unit member on a monthly basis.

APPENDIX C

C.O.O.R. EDUCATION ASSOCIATION

GRIEVANCE FORM

Name of Grievant: _____ Grievance No. _____

School Building: _____ Assignment: _____

Date Grievance Occurred: _____

LEVEL I - Oral

Date first discussed with Supervisor: _____

LEVEL II - Written

Date of filing written Grievance: _____

A. 1. Statement of Grievance (including Article and Section of Master Agreement allegedly violated, misinterpreted, or misapplied):

2. Relief Sought:

Signature of EA Representative

Signature of Grievant

Date: _____

Date: _____

B. Disposition of Principal (or Supervisor) and other Administrator's Disposition:

Signature of Principal or Supervisor

Date

C. Disposition of Grievant and/or Association

Satisfactory: _____ Unsatisfactory, proceed to next level: _____

Signature of EA Representative

Signature of Grievant

Date: _____

Date: _____

LEVEL III - Superintendent

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent of Designee:

Signature of Superintendent

Date

C. Disposition of Grievant and/or Association

Satisfactory: _____ Unsatisfactory, proceed to next level: _____

Signature of EA Representative

Signature of Grievant

Date: _____

Date: _____

LEVEL IV - Arbitration

A. Date Submitted to Arbitration: _____

B. Date of Decision: _____

Decision Attached: _____