THE CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT BOARD OF EDUCATION

AND

THE CLARE-GLADWIN EDUCATION FEDERATION/ AFT MICHIGAN

MASTER AGREEMENT

FOR

JULY 1, 2024 - JUNE 30, 2027

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PREAMBLE

This Agreement entered into on June 24, 2024 and effective July 1, 2024 through June 30, 2027 by the Clare-Gladwin Education Federation, AFT-Michigan/AFL/CIO (hereinafter called the "Federation"), and the Clare-Gladwin Regional Education Service District of the Counties of Clare and Gladwin, Michigan (hereinafter called the "Board" or the "District"). The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the Board and the Federation recognize and declare that providing a quality education for the children of the Clare-Gladwin Regional Education Service District is the mutual aim. The character of such education depends upon the quality and morale of the professional staff.

WHEREAS, the members of the Federation are particularly qualified to assist and advise in formulating policies and programs, as such, the Federation may present materials to the Board concerning these matters.

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with respect to hours, wages, terms and conditions of employment. The parties agree that alleged violations of the Act must be processed through Michigan Employment Relations Commission, and

WHEREAS, the Clare-Gladwin Regional Education Service District and Clare-Gladwin Education Federation shall abide by the law. If any part of the contract is in conflict with the law, the law shall take priority, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of these mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Federation as the sole exclusive bargaining representative for all certified or state approved regional education service district personnel, hereafter called "employees," whether under contract or on leave, employed or to be employed by the Board. Excluded personnel includes administration and supervisory personnel (such as the Superintendent, Special Education Administrators, Director of Career Technical Education, and Program Supervisors), technology personnel, secretarial/clerical/office staff, custodial/maintenance staff, Paraeducators, Sign Language Interpreters, substitutes, third-party contracted employees, and less than 0.6 FTE part-time employees.

The term "employee" when used in this Agreement shall mean all professional employees covered by this Agreement. There shall be three classifications of employees under this Agreement:

1. “Classroom Teachers" includes teachers as defined in Revised School Code Section 1249 who have a valid Michigan teaching certificate or authorization, who are engaged to teach under Revised School Code 1233,b, who deliver direct instruction to pupils in any of grades k-12 as teacher of record, who have completed the probationary period required by the Teachers' Tenure Act and who have not been denied tenure.
2. "Non-Teaching Professionals" includes those employees who are not eligible for tenure status according to the provisions of the Teachers' Tenure Act but who hold appropriate state or national approval,

authorization, certification, or licensure appropriate to their assignment and who have at least three (3) years of experience in the District.

3. "Probationary" employees, include employees in the bargaining unit who are in a probationary period. "Probationary teacher" refers to those members of the bargaining unit who are covered by the Teachers' Tenure Act and who are in a probationary period under that Act. The notice of non-renewal as specified in the Teachers' Tenure Act shall apply to all probationary teachers.

   A "probationary non-teaching professional" is defined as 1) a bargaining unit member not covered under the Teachers' Tenure Act and 2) who has not completed three (3) years of service in the District.

   Teachers new to the District who earned tenure in another Michigan school district or ISD will serve two (2) years of probation with the District.

   Non-Teaching Professionals new to the District who had three (3) or more successful years of experience with another school district or ISD will serve two (2) years of probation with the District. Success will be based on information gained by Administration from reference checks as well as previous work evaluations.

This Agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member in any capacity other than as a teacher for "tenure" employees who have satisfied the probationary period required by the Teachers' Tenure Act.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES

A. It is agreed that all rights, which ordinarily vest in and have been exercised by the Board, except those which are in conflict with the specific provisions of this Agreement, shall continue to vest in and be exercised by the Board. 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 Regional Education Service District working forces, affairs and equipment.

   2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.

   3. Determine the use of volunteers in providing services.

   4. Establish the qualifications for various positions and job classifications, including job descriptions and the conditions of continued employment.

   5. Hire all employees, assess their qualifications, and the conditions of their continued employment or their discipline, dismissal or demotions; and to promote, transfer, assign all such employees, to determine the size of the work force, and lay off and recall employees subject to the laws of the State of Michigan.

   6. Determine the professional services, supplies, and equipment necessary to continue its operations and to determine all systems of distributing, disseminating, and/or providing its services, methods, schedules, and standards of operation.

7. Adopt rules and regulations, including making reasonable provisions for the health, safety, and first aid of its employees during hours of operation.

8. Require employees to have physical or mental examination, the cost thereof to be borne by the Board.

9. Determine the number and location or relocation of its facilities.

10. Determine the placement of operations and the sources of materials and supplies.

11. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

12. Determine the size of the administrative organization, its function, authority, and amount of supervision.

13. The parties to this agreement recognize that the duties and work performed by the bargaining unit shall be performed primarily by bargaining unit members, when available. If vacancy occurs, subcontracting can be completed with a third party for non-teaching professionals. The vacant position will continue to be posted until it is filled by a bargaining unit member. Nothing in this contract prevents or limits the Board from entering into and/or participating in cooperative educational or operational program with any entity.

14. Nothing in this Agreement shall prevent the Board from offering incentives to attract new employees for bargaining unit positions. Such incentives may include, but shall not be limited to: signing bonus, reimbursement for moving expenses, assistance with repayment of outstanding student loans, and any other incentives as are determined appropriate by the Board. The Board agrees to notify the Association in the event that a newly hired bargaining unit member receives an incentive. Newly hired bargaining unit members will not be given assignment preference over existing bargaining unit members as a hiring incentive.

ARTICLE III - FEDERATION RIGHTS

A. The local Federation and its representatives shall have the right to use Regional Education Service District facilities, when not previously scheduled, at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefore. The local Federation shall schedule the facilities forty-eight (48) hours in advance, except in cases of emergency, with the Superintendent or Designee in the case of the Regional Education Service District office building, or the Clare-Gladwin Area School Program Supervisor or Designee in the case of the Clare-Gladwin Area School.

B. Duly authorized representatives of the Federation and their respective affiliates shall be permitted to transact official Federation business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. The Federation shall have the right to use school facilities and equipment when such equipment is not otherwise in use. The Federation shall pay for the reasonable cost of all materials and supplies incidental in such use. The Federation shall report the use of the facilities and equipment to the administrative assistant designated by the Superintendent. The Federation shall pay any necessary costs to open facilities

at times when otherwise not in use.

D. The Federation shall have the right to post notices of activities and matters of Federation concern on email. Federation shall comply with District Acceptable Use and Safety Policies. The Federation may use the District mail service and employee mailboxes for communication to employees. The Federation acknowledges that there is no expectation of privacy with any communications on the District's system. The Federation shall assume responsibility for contents of communications and shall comply with the applicable provisions of the District's Technology Policy when using its email. The Federation shall not use the District's mailboxes or email service to disseminate information supporting or opposing a candidate or ballot proposal or for any other unlawful reason.

E. The Federation shall be furnished material pertaining to the Board agenda except those things restricted by law. The Federation shall pay the current rate per page.

F. The rights granted herein to the Federation shall not be granted or extended to any competing labor organization.

ARTICLE IV - EMPLOYEE RIGHTS

A. The employee shall be entitled to full rights of citizenship. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it affects the employee's professional responsibilities. An employee will have the right to review the contents of personnel records (as defined in Section 1 of the Bullard-Plawecki Employee Right to Know Act) pertaining to said employee originating after original employment and to have a representative of the Federation accompany him/her in such review.

B. No derogatory material originating after original employment will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question.

If a non-teaching professional believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file.

If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE V - ACADEMIC FREEDOM OR RIGHTS OF PROFESSIONAL EMPLOYEES

The individual professional employee shall determine the methods of working with each individual case and/or referral in accordance with the accepted standards of professional practice, accepted methods of his/her discipline, and state regulations or mandates.

ARTICLE VI - PROTECTION OF EMPLOYEES

A. Since the employee's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to maintenance of control and discipline.

B. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student, and the employee has acted within the scope of their authority and in accordance with Board policy, the Board will, as available through liability insurance coverage (See F. below), provide legal counsel and render all necessary assistance to the employee in his/her defense, provided the disciplinary action is within the policies and guidelines as spelled out by the Board of Education. (Board policies and guidelines may be accessed on the District's website.)

C. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee provided the disciplinary action is reasonable and within the policies and guidelines spelled out by the Board of Education. (Board policies and guidelines may be accessed on the District's website.)

D. The Board will reimburse employees for damage to clothing or personal effects as a result of maintaining control of students.

E. Any complaints brought to the Board, or an agent of the Board, by a parent of a student directed toward an employee shall be promptly called to the employee's attention.

F. The Board will provide $1,000,000.00 liability insurance per occurrence. In addition, the Board will provide a $1,000,000.00 umbrella policy. The Board reserves the right to name its carrier and the specific nature of the policy.

G. Employees, because of their special training and experiences, are expected to use all resources available to them in working with children. The well-planned, carefully carried out program will so involve the children that extreme cases of misbehavior will rarely occur. Employees are, however, to maintain reasonable control of all students assigned to them. Any use of reasonable physical force upon a pupil shall be consistent with Section 1312 of the Revised School Code, State and District policy and approved training that has been provided.

ARTICLE VII – PROFESSIONAL DUES & UNION LEAVE

A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union and bank deposits, savings bonds, charitable donations, or any other plans or programs jointly approved by the Federation and the Board.

B. At the beginning of the school year, the Federation shall be credited with ten (10) days to be used by employees who are officers or agents of the Federation; such use to be at the discretion of the Federation. The Federation agrees to notify the Superintendent or Designee no less then forty-eight (48) hours in advance of taking such leave when possible. The Federation agrees to compensate the District for Michigan Public School Employee Retirement System contributions attributable to released time not directly related to CGRESD AFT Communication or business.

C. Consistent with the requirements of Michigan’s Public Employment Relations Act (PERA), each employee has the choice of whether or not to become a union member and pay dues.

Payroll Deduction of Union Dues:

1. Each Employee who chooses to become a member of the Federation shall complete and sign a Federation membership form, which shall authorize the deduction of Professional Dues to the Federation from their wages.

2. The membership form shall be prepared by the Federation and be acceptable to the District, provided that the District may not unreasonably reject the text of the form. The Federation may change the text of the form from time to time and District shall be provided notice of any change and a copy of the modified form.
3. The Federation shall provide the District a list of persons who are members of the Federation and wish to have dues deducted. A copy of the authorization form signed by the employee must be provided to the District's Business office prior to any deduction.
4. Monies so deducted will be transmitted electronically to the Federations' bank account no later than fifteen (15) business days following each deduction.
5. Change of Member Status: To withdraw their authorization of membership dues deduction, a Federation member must notify the Federation in writing that they wish to withdraw from membership and remove their authorization of dues deduction. A copy of the membership withdraw form must be provided to the Business office.
6. Indemnification: The Federation agrees to defend, indemnify and save the District harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in event of any such claim, suit, or action, the District shall give timely notice of such action to the Federation. The District agrees to give full and complete cooperation to the Federation and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels.

ARTICLE VIII - NEGOTIATION PROCEDURE

A. By April 30 prior to the expiration of this Agreement, the Federation representatives and the Board or its representative will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of professional employees employed by the Board. Notification to commence negotiations shall be in writing by the Federation President to the Superintendent.

B. In any negotiations described in this Agreement neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that representatives selected by each shall be given the necessary power and authority to make proposals, consider proposals, and concessions in the course of negotiation or bargaining, subject to ultimate ratification by the majority of the Board and by a majority of the Federation membership.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation procedures of the Michigan Employment Relations Commission to take any lawful measures it may deem appropriate.

D. The parties from time to time may mutually agree to discuss problems concerning this Agreement.

E. When negotiations are conducted during regular school hours release time shall be provided for the Federation's negotiating committee.

F. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In addition, thereto, the wages, hours, and conditions of employment provided for in this Agreement shall not be unilaterally changed.

G. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act,

2012 Public Act 4436. This clause is included because it is required by Section 15 (7) of the Public Employment Relations Act.

ARTICLE IX - WORKING CONDITIONS

A. The Clare-Gladwin Regional Education Service District cannot obligate non-classroom space requirements on behalf of the local school districts, MMC and other constituencies it serves. However, it is agreed that whenever such suitable space is not available, that employee may work at an alternate location, mutually agreeable to the Superintendent/Designee and the employee.

B. The Board recognizes that appropriate materials, tools, equipment, supplies, and utilities are necessary for the efficient functioning of any professional service. The Board agrees that the Superintendent shall provide whatever material aids are mutually deemed desirable by the Superintendent and employee. Employees are encouraged to advise the Board of supplies, equipment, etc. which are needed to adequately perform their service.

C. The employee recognizes the right of the Board to establish reasonable regulations and schedules for the performance of professional duties.

ARTICLE X - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Students are entitled to be served by professional personnel who are qualified in their field. Therefore, professional positions will be filled with personnel who are approved, licensed, and/or certified in their discipline.

B. Any assignments in addition to the normal employee schedule during the regular school year, including extra duties, shall not be obligatory but shall be with the consent of the employee. Preference in making such assignments will be given to non-teaching professionals regularly employed in the District. Non-tenure and probationary employees (other than probationary teachers) who hold(s) the position(s) during the regular school day shall be offered the additional assignment(s) first.

ARTICLE XI - PROFESSIONAL BEHAVIOR

A. Employees are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are consistent with the provisions of this Agreement, provided the employee may reasonably refuse to carry out an order which threatens physical safety or professional ethics.

B. The Code of Ethics of each professional discipline is considered by the Federation and its membership to define acceptable criteria of professional behavior, except that such Code(s) of Ethics shall not abrogate or undermine the rights of the Board.

C. An employee shall at all times be entitled to have present a representative of the Federation when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Federation has a reasonable opportunity to be present, unless the urgency of the situation warrants immediate action. All information forming the basis for disciplinary action will be made available to the employee.

D. No non-teaching professional shall be disciplined or deprived of any benefits without just cause. Any such discipline, reprimand, or reduction in compensation or benefits of a non-teaching professional by the Board or Representative thereof shall be subject to the professional grievance procedure hereafter set forth. Notice of non-renewal as specified in the Teachers' Tenure Act shall apply to all probationary teachers.

ARTICLE XII - PROFESSIONAL DEVELOPMENT

A. Professional development is for the purpose of encouraging professional growth.

B. The Board shall pay the cost of registration fees for in-service courses and will recognize whatever credit accrues from their satisfactory completion when the in-service is required or approved by the Board or Designee.

C. 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 Board or Designee. The above pay shall be construed as direct reimbursement for vouchered expenses and shall not be filed on a separate I.R.S. form for each professional employee, unless otherwise required by the Internal Revenue Service.

D. In the event that a Clare-Gladwin Education Federation employee requests to attend a conference, institute, workshop and/or other professional improvement session during the summer, or on days when the schools are not in session, said request shall be subject to the approval of the Board of Education or its Designee. However, no more than one non-school day per year spent at a pre-approved conference during the summer or on days when schools are not in session (example; weekend days, Christmas breaks, spring break, etc.) shall be considered as a workday to be counted as part of the regular work year as defined in the Master Agreement. The Clare-Gladwin Regional Education Service District Board of Education shall pay the predetermined amount for reasonable expenses incurred for approved or required conferences.

E. The Clare-Gladwin Regional Education Service District Board of Education is supportive of professional development and encourages Federation staff involvement. The Board of Education will make every effort to budget adequate resources to enable staff to attend professional development activities that support the RESD goals.

F. New employees to the District will be required to attend a one-day orientation in August. Pay will be the hourly rate of the base salary in the BA column. Date of orientation will be determined by the District and communicated to new employees when hired.

G. The purpose of mentoring is to provide a nurturing, ongoing support system for novice colleagues through a personal and professional relationship with an experienced colleague. The following are guidelines for mentoring:

1. Participation as a mentor is voluntary with final assignments made by the supervisor.

2. Administration will strive to match mentees with mentors within the same job classification.

3. The mentor assignment will be for one-year subject to review by the mentor, mentee, and the supervisor. Should one of the three feel a need for change, the supervisor will assign a new mentor.

4. For probationary employees, the mentor/mentee relationship will be confidential and will not be a

matter included in the evaluation of the mentor or the mentee. Neither the mentor nor the mentee will be permitted to participate in the evaluation of the other.

5. During the mentee's first year, mentors and mentees will meet at least twice per month for a cumulative total of at least 20 hours. During the mentee's second and third years, mentors and mentees will meet at least once per month for a cumulative total of at least 10 hours. All meetings will take place outside of the regular work day.

   School Social Workers and Speech and Language Therapists/Pathologists who are not fully licensed will be provided with a mentor for the required number of hours noted in Appendix D.

   Probationary teachers with tenure or probationary non-teaching professionals with five (5) or more years successful work experience in another school district or ISD and subsequently hired by CGRESD will be assigned a mentor. The mentor and mentee will meet for 10 hours in each of the first two (2) years of the new member's employment with CGRESD.

6. Meeting dates and times are to be recorded in a log with the topics discussed during each meeting clearly documented. At the end of the school year, the log will be signed by both the mentor and the mentee and submitted to the supervisor as documentation of the required number of meetings and hours.

7. A stipend of $750 will be paid to the mentor upon the completion of the mentee's first year if the number of meetings listed in the log meet or exceed the number specified above. A stipend of $300 will be paid to the mentor upon the completion of the mentee's second and third year if the number of meetings listed in the log meet or exceed the number specified above.

   Compensation for the mentor of a School Social Worker or Speech and Language Therapist/ Pathologist who is not fully licensed will be at $19 per hour. Compensation will not exceed $19 per hour multiplied by the number of mentor hours required as noted in Appendix D. No compensation will be provided for hours of supervision as noted in Appendix D because supervision occurs during the regular work day.

8. If two people are sharing the mentoring responsibilities of a single mentee, each will be paid one-half of the stipend.

ARTICLE XIII - EVALUATION

A. The evaluation of the work of all professional employees is the responsibility of the Clare-Gladwin Regional Education Service District Administration.

B. Work performance of all non-teaching professionals may be evaluated in writing at least once a year, and no later than May 31 of each year with observations completed by April 30 of each year. Failure to file a written evaluation shall be evidence of effective job performance. Probationary employees (other than probationary classroom teachers) shall be evaluated at least once a year for the first three (3) years of employment.

C. All observations of the work performance of non-teaching professionals, when applicable, shall be conducted openly and with full knowledge of the employee.

D. A copy of the written evaluation shall be submitted to the non-teaching professional at the time of the evaluation or prior to the employee's last day of work before summer break, and the employee shall have the opportunity to review the evaluation report and to add a statement of disagreement if such disagreement exists. Evaluations will be based on supportable, identified criteria which pertain to job performance.

E. A tool for the evaluation of non-teaching professionals of the various disciplines shall be developed cooperatively between the Clare-Gladwin Regional Education Service District Administration and a representative of the discipline being evaluated. For employees not rated on MDE-required forms, the tool for evaluation shall be provided to employees for review within the first 30 school days. This includes the content areas and forms provided to local administrators regarding the employee's performance.

F. Each evaluation of a non-teaching professional shall be followed by a personal conference between the employee and his/her evaluator for purposes of clarifying the written evaluation report.

G. If an evaluator finds a non-teaching professional performance lacking, the reasons shall be set forth in writing. The employee shall be offered positive and constructive assistance via an Individual Development Plan (IDP) in an effort to resolve the problem or deficiency.

H. Each non-teaching professional upon his/her employment shall receive a copy of his/her job description and the evaluation form, which shall be discussed with him/her.

I. Evaluation of Classroom Teachers. Classroom Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. A year-end evaluation process that meets statutory standards;
2. An evaluation tool that incorporates components required by law, including:
   a) locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
   b) the Classroom Teacher's performance.
3. An individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
   a) all probationary teachers;
   b) Classroom Teachers rated developing, needs support.
4. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the Classroom Teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement, with appropriate written feedback and a post-observation meeting between the Classroom Teacher and the school administrator conducting the observation to discuss those items;
5. A mid-year progress report, if required by law, which aligns with the Classroom Teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator;
6. A year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. Tenured Classroom Teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated biennially, but if the Classroom Teacher is not rated as effective on one of the biennial year-end evaluations, the Classroom Teacher must receive year-end evaluations. If a Classroom Teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the Classroom Teacher to annual evaluations;
8. A mentor for Classroom Teachers rated developing or needing support or for Classroom Teachers as required by law;

9. Opportunity for a tenured Classroom Teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. A tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. Website posting of required information for the evaluation tool;
12. Training on the evaluation tool for Classroom Teachers and evaluators as required by law.
13. If a tenured Classroom Teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the Classroom Teacher shall be discharged consistent with due process. The District is not precluded from discharging a Classroom Teacher at other times as provided by the Teachers' Tenure Act.
14. If a Classroom Teacher receives an unevaluated rating, the Classroom Teacher's rating from the school year immediately before the designation must be used.
15. By September 1, 2024, the Parties will negotiate and reach consensus about (1) the evaluation tool used for the 2024-25 school year which amounts to 80% of the evaluation and (2) how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will follow its established Board policies until the parties reach an agreement.
16. A probationary Classroom Teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.

ARTICLE XIV - LAYOFF & RECALL

A. In the event of lay-off and after the Board has determined the programs and/or services to be reduced, the following procedure will be used: (Programs/services are defined as discipline, such as speech language pathologists, school psychologists, etc.).

1. Probationary non-teaching professionals shall be laid off first and the following criteria shall be used: certification, authorization, licensure, or approval and then seniority.

2. If there are further reductions, then non-probationary non-teaching professionals shall be laid off. The following criteria shall be used: certification, authorization, licensure, or approval, seniority, evaluation ratings, attendance and punctuality, and rapport with colleagues, parents, and students.

3. "Seniority" shall be defined as continuous service since last date of hire. However, seniority for employees working less than full time shall be prorated on an hours-worked basis. Administration and Federation will attempt to resolve placement on the seniority list when two people are hired the same day for the same position. When two people with identical qualifications for the same position are hired on the same day, position on the seniority list shall be determined by lottery.

   Administration will publish the seniority list by employees' first work day of each school year and send it to the President of the Federation. The President will have thirty (30) days after receipt of the seniority list in which to review the list and suggest corrections. After those thirty days, the list becomes valid. The only times the list will be updated thereafter will be when there are reductions in personnel.

   An employee shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.

B. Any non-teaching professional on lay-off shall be recalled in inverse order of lay-off providing he/she is certified (or authorized, approved, or licensed, as is applicable) and qualified for the vacancy.

1. The Board shall give written notice of recall from lay-off by sending an email and a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in home or email address. The employee's email and residential address as they appear on the Board's records shall be conclusive when used in connection with lay-offs, recall, or other notice to the employee. The employee shall report for duty on the date specified in the recall notice, which will be not less than fifteen (15) school days from the date the recall notice is issued. If the employee is under a conflicting employment contract at the time of the recall, the employee shall return to work as soon as legally possible but not later than the commencement of the following school year. Failure to do so shall result in loss of seniority.

2. If any employee fails to notify the District of his/her intent to return twenty (20) calendar days from date of sending of the recall notice or fails to report to work on the date specified in the recall notice, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board. An employee will remain on the recall list for a maximum of three (3) years or until the employee is considered a voluntary quit per the previous sentence.

C. Notice of lay-off or work reduction must be given to a non-teaching professional sixty (60) calendar days prior to being laid off, except in cases where the Board would not have known of the need for lay-off sixty (60) calendar days in advance.

D. The Board will make non-teaching professional who are laid off aware of any vacancies in their field, of which the Board is aware at the time of lay-off.

1. Layoff/Recall of Classroom Teachers. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced.

2. Reduction in force and recall decisions must be made based on Classroom Teacher effectiveness criteria established in Revised School Code Section 1249 and as determined by this Agreement.

3. Decisions about the reduction and recall of Classroom Teachers will be guided by the following criteria:

    a. Retaining the most effective Classroom Teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary Classroom Teacher rated as “effective” (or highly effective) on the Classroom Teacher’s most recent annual year-end performance evaluation is not subject to displacement by a tenured Classroom Teacher solely because the other Classroom Teacher is tenured under the Teachers’ Tenure Act.

    b. Classroom Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The Classroom Teacher’s certification, authorization, or approval status will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations; and based on documentation on file with the Superintendent’s office.

c. A Classroom Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

d. If a Classroom Teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

4. In addition, Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

   a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

   b. Credentials needed for District, school, program accreditation, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations

   c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher's effectiveness in that assignment and is integrated into instruction;

   d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

   e. Disciplinary record, if any;

   f. Length of service in a grade level(s) or subject area(s);

   g. Recency of relevant and comparable teaching assignments;

   h. Previous effectiveness ratings;

   i. Attendance and punctuality;

   j. Rapport with colleagues, parents, and students;

   k. Ability to withstand the strain of teaching;

   l. Compliance with state and federal law; or

   m. Other non-arbitrary or capricious reasons.

5. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

   a. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.

   b. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

   c. Failure to maintain current contact information may negatively affect the teacher's recall.

6. Classroom Teacher reductions and recalls are by formal Board action.

7. Before the Board authorizes a Classroom Teacher reduction, the Superintendent or designee will notify, in writing, the affected Classroom Teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

8. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Federation.

9. A Classroom Teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

10. Classroom Teacher reduction in force decisions will be implemented by the following:

    a. If (one) 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of Classroom Teacher(s) for reduction in force will be based on the factors set forth in this Article IV.

    b. Classroom Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article IV.

    c. When a Classroom Teaching position is identified for reduction and there exists a concurrently vacant Classroom Teaching position for which the Classroom Teacher in the position to be reduced is both certified and qualified, and the Classroom Teacher has received an overall rating of at least effective on that Classroom Teacher's most recent year-end performance evaluation, that Classroom Teacher may be assigned to the vacant position consistent with this Article IV unless the Superintendent or designee determines that the District's educational interests are not furthered by that assignment.

    d. If more than one (1) Classroom Teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant Classroom Teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article IV, unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.

    e. If the reduction or recall decision involves more than one (1) Classroom Teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

    f. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Federation, absent extenuating circumstances.

11. Classroom Teacher Recall Process

    a. A Classroom Teacher is eligible for recall under this Article IV for 12 months from the date the District implemented the reduction in force.

    b. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

    c. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Agreement.

d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

   i. Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article IV; or

   ii. Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.

e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.

f. A laid-off classroom teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.

g. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

ARTICLE XV - VACANCIES, PROMOTIONS, TRANSFERS

A. The Board recognizes that it is desirable in making assignments of non-teaching professionals to consider the interests and aspirations of its employees.

B. Placement of Classroom Teachers. The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

1. Staffing the curriculum with the most effective and qualified Classroom Teachers to instruct the applicable courses, grades, and school schedule.

2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

3. Classroom Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.

4. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

ii. Credentials needed for District, school, program accreditation, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations;

iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

v. Disciplinary record, if any;

vi. Length of service in a grade level(s) or subject area(s);

vii. Recency of relevant and comparable teaching assignments;

viii. Previous effectiveness ratings;

ix. Attendance and punctuality;

x. Rapport with colleagues, parents, and students;

xi. Ability to withstand the strain of teaching;

xii. Compliance with state and federal law; or

xiii. Other non-arbitrary or capricious reasons.

5. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

6. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

7. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for a reason that is not arbitrary or capricious.

8. The following teachers are not eligible for change of placement to a new position upon the teacher's request or to fill a vacancy, unless the Superintendent or designee determines that the change of placement is in the best interest of the District: (1) teachers placed on an individualized development plan in the 24 months before the change of placement or voluntary transfer request; (2) teachers rated minimally effective, ineffective, developing, or needing support in any of their last three evaluations; (3) the teacher's credentials, including endorsement or teaching certificate, or training is needed to fill a position that the District cannot otherwise fill; or (4) the teacher has requested and received a change of placement or voluntary transfer in the previous three (3) school years.

C. Requests by an employee for transfer to a different building, district, or position shall be filed with

the Superintendent and Supervisor and one copy shall be filed with the Federation.

D. The applications shall set forth the reasons for the transfer, the building, district, or position sought, and the applicant's qualifications. Such requests shall be reviewed once each year by the Superintendent, or his/her Designee, to assure active consideration.

E. An involuntary transfer of a non-teaching professional will be made only in case of emergency or to prevent undue disruption of the professional service. The Superintendent shall notify the affected employee in writing and the employee may notify the Federation for the reasons for such transfer.

F. A "vacancy" shall be defined for purposes of this contract as a position that is open and was previously held by an employee or when a new position covered by this Agreement is created.

G. The Federation 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 professional services. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year.

H. Whenever a vacancy occurs the Superintendent shall have posted notice of same via email and notice shall not be mailed to placement bureaus sooner than it is posted. The summer position(s) shall be a separate position(s) posted annually and shall be regarded as extra pay for an extra duty assignment. The Bargaining Unit Member(s) who hold the position(s), during the regular school year shall be offered the summer position(s). If that member(s) refuses the position(s), the position(s) shall be offered, in order of seniority, to the Bargaining Unit Member(s) who request the position(s). Bargaining Unit Member(s) shall be compensated as per the Master Agreement. If no certified/qualified Bargaining Unit Member(s) requests the position(s), the manner in which the position(s) is filled will be at the discretion of the Board.

I. Whenever vacancies occur during the summer, the following procedures shall be followed:
   1. Employees within that specific program will be notified by the Superintendent (or his/her Designee) through e-mail of the vacancy.

   2. Employees so notified shall have the responsibility of contacting the Superintendent (or his/her Designee) through e-mail indicating their interest in said position.

J. Federation members interested in a given vacancy must apply in writing within five (5) working days from the date of posting notice of said vacancy.

K. The Board may hire, outside of the union, personnel in positions covered by this contract if the positions are part-time up to two days per week and after ample posting and advertising. Any position of more than two days per week would require a Letter of Agreement if the person were to be hired outside of the union.

ARTICLE XVI - CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operation of the RESD program during the normal school year and the avoidance of disputes, which threaten to interfere with such

operations.

B. The Federation, or any employee within the Federation, agrees that it or he/she will not, during the period of this Agreement, engage in any illegal strike.

C. Nothing in this Agreement shall require the Board to keep the schools open in the event of severe inclement weather or when otherwise prevented by health hazard or Act of God.

D. When a constituent district or the Area School closes because of an Act of God Day, then the Clare-Gladwin Regional Education Service District professional employee scheduled to be at that district is not required to report to work. If, or when, the constituent district or Area School is required by state law to make up the Act of God Day, the professional employee shall reschedule his/her services to the district for that day, without additional compensation.

An updated memo regarding building closures will be sent to staff each fall.

ARTICLE XVII - SICK, BEREAVEMENT, PERSONAL LEAVE and LEAVES OF ABSENCE

The number of days that employees meet pupils in a school year are limited, and therefore every effort should be made to preserve them. A contract assumes full service except for necessary absences as covered by leave policies defined in this contract. In event of absences not covered by this or any other leave and absence policy of the Board, the deduction from the employee's salary shall be figured at the daily rate as defined in Article XIX.

Sick Leave

A. Employees will be provided with 87 hours sick leave on the first day of the new school year. Sick leave will be prorated for part-time employees and for employees who do not work a full school year. For employees who exceed the maximum accumulated amount of 942.5 hours, the 87 hours will be added at the beginning of each school year. At the end of each school year, the accumulated amount will revert back to the maximum 942.5 hours or the actual amount of remaining accumulated sick leave, whichever is less.

The unused portion of an employee's sick leave days shall accumulate from year to year to a maximum of 942.5 hours. An individual's personal sick days may be taken for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The employee may use all or any portion of his/her leave to recover from any of his/her own illness or disability.

2. Deaths Other Than Immediate Family-The employee may take one (1) day per death to attend the funeral of any person. Said day shall be charged as an employee personal sick day. Additional days may be approved by the Superintendent or Designee.

3. Medical or Nursing Care - The employee may take one (1) day to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, mother, father, brother, sister or children. Additional days may be approved by the Superintendent or Designee.

4. Illness in the Immediate Family - Immediate family shall be defined as spouse, mother, father, children.

B. The Board shall furnish each employee with a written statement at the beginning of each school year

indicating the total sick leave accumulation.

C. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability, up to one year. The leave may be renewed each year upon request of the employee and approval by the Board of Education.

D. When an employee is absent due to injury or illness incurred in the course of the employee's employment the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Worker's Disability Compensation Act for the duration of such absence, with a prorated deduction from accumulated sick leave for each day absent.

Before an employee may return to work, he/she must have a written release from the treating physician. If the employee is placed on restricted duty, a written statement from the treating physician describing any restrictions must be submitted. When the employee is returned to full duty, a written release from the treating physician indicating that the employee is capable of performing essential job functions must be submitted.

E. Employees shall notify their immediate supervisor, in writing in advance, if they know they will be off work for three (3) or more consecutive days.

Bereavement Leave

Death in the Immediate Family - The employee may take a maximum of five (5) days per death. "Immediate family" shall be defined as spouse, mother, father, brother, sister, children, father-in-law, mother-in-law, or another established member of the employee's household. Additional days may be approved by the Superintendent. The five (5) bereavement days will not be charged against the employee's sick time, but additional days approved by the Superintendent will be charged against the employee's sick time. The length of each bereavement day is the same length as a normal workday for the employee.

The employee may take a maximum of two (2) days per death of a grandparent or grandchild not charged against the employee's sick time, but additional days approved by the Superintendent will be charged against the employee's sick time. The length of each bereavement day is the same length as a normal workday for the employee.

Personal Leave

A. At the beginning of every school year each employee shall be credited with three (3) days to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. Personal leave days shall be available for the practice of individual religious preferences.

B. The length of each personal day is the same length as a regular workday for the employee. A personal day must be used in half-day increments.

C. Any unused personal days will be rolled over into sick days at the end of the school year.

D. The employee shall be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. Personal days will not be approved for the first and last days of the school year for staff or students or on scheduled Professional Development days with the exception of certain circumstances, like required court appearances, with Superintendent approval.

E. A maximum of two (2) Area School, ECSE, and High School Transition Teachers may take a personal day on any given day.

F. A maximum of two (2) CTE Teachers may take a personal day on any given day.

G. The employee must notify his/her immediate supervisor at least two (2) days in advance except in cases of emergency. If there is an emergency, the employee must call or e-mail his/her immediate supervisor.

H. It will be a violation of the contract to use these days for participating in illegal activities.

Jury Duty/Arbitration

A. Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter shall be paid his/her full salary. Once the employee receives per diem payment from the court system for jury duty, a copy of the pay stub received from the court system and a personal check payable to the RESD in the same amount as the per diem must be submitted to the Business Office. The reimbursement for mileage is kept by the employee.

B. Any Federation member who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary.

Leaves of Absence

A. Conditions and Definitions

1. A leave is a Board granted absence to employees with provisions for certain rights and responsibilities before, during, and following such absences.

2. Any leave granted will be with the understanding that it is a leave of absence from the Clare-Gladwin Regional Education Service District and not necessarily from a particular position. Every effort will be made to assign the non-teaching professional to the same or a comparable position; however, non-teaching professional will not be guaranteed their former assignment but will be placed in a comparable position. Comparable is defined as a position with an equivalent work schedule, for example, full time, half-time, .8, etc.

3. No benefits will accrue to an employee during a leave except as otherwise stated herein, or as are provided to an eligible employee under the Family and Medical Leave Act.

4. A leave may be terminated before the normal expiration date by mutual agreement between the employee and the Board, except as provided under the Family and Medical Leave Act, which requires two business days' notice.

5. Other leaves of absence may be granted by the Board.

B. Types of Leaves

1. Advanced Study: A leave of absence for up to one (1) year without pay may, upon the approval of the Superintendent, be granted for:
   - study related to the employee's licensed, certified or state approved field,
   - study to meet eligibility requirements for a license, certification or state approval other than that held by the employee, and
   - study, research, or a special service assignment involving probable advantage to the District.

Upon return from such leave, an employee will be considered as if he/she were actively employed by the

District during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

2. Sabbatical: Upon recommendation by the Superintendent, the District may grant leaves for professional growth for a period not to exceed one (1) year subject to the following conditions:
   a) Written requests in a form acceptable to the Superintendent must be submitted to him/her no later than sixty (60) calendar days prior to the effective date of the leave unless acceptable to the District at a later date. Preference in granting such leave will be based upon both anticipated benefits to the District and length of service in the school system.

   b) The employee has completed at least seven (7) consecutive years of service with the CGRESD.

   c) Compensation will be paid at one-half (1/2) the annual salary rate for a full year's leave or one-quarter (1/4) of the annual salary rate for a semester's leave.

   d) The employee will agree to return to employment in the District for one (1) full year in the event of a semester's leave or two (2) full years in event of a full year's leave. If an employee fails to return for the required time, he/she will be liable for repayment to the District of a proportionate amount of the leave pay received.

   e) On return to the District the employee will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

   f) No more than two (2) employees may be granted this leave per year.

3. Personal/Extended Health Leaves: Any employee whose personal illness extends beyond the period compensated will be granted a leave of absence not to exceed two (2) years upon proper application to the Board. (See Section 6 - FMLA)

   The foregoing also may be granted for the purpose of caring for a sick member of the employee's family not to exceed one (1) year upon proper application to the Board. Both personal and extended health leaves may be extended by permission of the Board. Any leave granted shall be without pay, increment, or seniority. After an extended personal illness, the District may request that the employee present a doctor's statement from a physician certifying the employee's fitness to return to work.

   Upon return from such leave, a non-teaching professional will be assigned to the same position, if available, or to the first available position for which he/she is qualified and certified (or approved, authorized or licensed, as applicable).

   Paternity leave for up to one year shall be granted in the same manner as maternity and child care leaves. When a personal/extended health leave is granted, the employee must work a minimum of 66% of their work schedule in a given school year to be granted a step on the salary schedule.

4. Government Service: The District may, upon approval of the Superintendent, grant a leave of absence without pay or increment to any employee campaigning for or in government service. Leaves under this section may be renewed upon request for a one (1) year period; additional requests for renewal will be considered by the District annually.

5. Family Medical Leave Act (FMLA): A thirty (30) calendar day advanced written notice of the need to take a family medical leave is required of foreseeable leaves.

An employee who has worked for the district for a period of at least twelve (12) months and who has worked at least twelve hundred fifty hours (1,250) hours during the twelve (12) month period before the leave is to start shall be granted up to twelve (12) work weeks of unpaid leave (provided it has been at least twelve (12) months since the last such leave), unless agreed upon by the District, for one of the following reasons:

a) The birth or care of a new-born child.

b) The placement of an adopted or foster child in the home.

c) The care of a spouse, child or parent if such individual has a serious health condition.

d) A serious health condition of the staff member, which disables him/her from performing the essential functions of his/her position. Such a condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice, or residential medical care facility or requires continuing treatment by a health care provider (M.D. or D.O.). Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.

e) When Family Medical Leave is to care for an injured or ill covered service member, an eligible employee may take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Leave to care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

f) When leave is due to a "Qualifying Exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable time. A "qualifying exigency" arising out of a covered family member's spouse, son, daughter, or parent active duty or call to active duty in the United States Armed Forces, as defined by Federal regulations, includes:

- short-notice deployment
- military events and related activities
- childcare and school activities
- financial and legal arrangements
- counseling
- rest and recuperation
- post-deployment activities
- additional activities arising out of the covered family member's active duty or call to active duty provided that the District and the employee agree to the leave, its timing and duration.

An employee requesting an approved leave of absence outlined in paragraph (f) above shall be required to use all accrued sick leave and/or personal leave concurrently with Family Medical Leave.

Family Medical Leave may not be used intermittently for new baby care or for placement of an adopted or foster child in the employee’s home, unless approved by Administrator.

For purposes of the Family Medical Leave Act (FMLA), accumulated sick leave that is available to the employee may be substituted by the employee or the District, under this Article, for any unpaid FMLA leave due to the serious health condition of the staff member or of his/her immediate family, as defined in Paragraph A (4) of this Article. In the case where the District employs both husband and wife, the total amount of family leave is twelve (12) weeks for the couple, when the leave is due to the placement of the employee's child, for the birth of their child, to care for their child after birth or placement, to care for a parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

An employee returning to work from FMLA leave shall be restored to his/her former position or to one that is equivalent in responsibility and compensation. Restoration to a teaching position for which the employee is certified (or approved, authorized or licensed, as applicable) and qualified constitutes return to an equivalent position for purposes of the Family Medical Leave Act. During a family medical leave, the Board shall maintain the employee's current coverage under the District's health insurance programs, provided the employee continues to pay any normal employee premium contribution, as applicable, monthly.

Should the employee elect not to return to work at the end of FMLA leave, for reasons other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the employee, the District may deduct from any amounts owed the employee the health premiums paid by the District during the leave period.

The employee shall not accrue any sick leave or personal leave during any unpaid portion of leave under the Family Medical Leave Act.

ARTICLE XVIII - WORKING HOURS AND DAYS

A workday is defined as:

1. A day spent in a regular assignment with students.

2. A day spent in planning, recording, or performing duties related to the employee's ordinary responsibilities to the District.

3. A day spent, by mutual agreement between the Superintendent and employee, that promotes the efficiency of the District's function or image.

4. A day of absence specifically defined in this Agreement as an absence with pay.

5. A day of absence specifically defined in this Agreement as leave with pay.

6. Professional employees required to work a greater number of workdays shall receive their regular daily rate and those employees with fewer work days will receive a pro-rata reduction in their compensation.

7. Daily rate is defined as salary divided by contracted working days.

8. A workday for Clare-Gladwin RESD personnel shall be designed around the local/building serviced

and the Common Calendar. Employees will either work 185 days at 7.25 hours per day (1,341.25 hours total) or 179 days at 7.5 hours per day (1,342.5 hours total) as determined by their supervisor.

9. Hourly rate is defined as salary divided by the total hours scheduled in number 8 above.

10. Catering events that are part of the CTE Culinary Arts program and that occur outside of the regular work day must be pre-approved by the CTE Director. The CTE Culinary Arts Teacher will be paid his/her regular hourly rate for actual time spent on catering events that require supervision and instruction of Culinary Arts students. Actual time spent on a catering event must be recorded on a timesheet and signed by the CTE Director before being submitted to the Business Office. Time volunteered by the Culinary Arts Teacher for a catering event that becomes part of the required hours for the "Accomplishments and Contributions" portion of the Teacher's evaluation or that becomes part of the merit pay requirement is not subject to payment.

11. An Area School teacher scheduled to provide instructional and behavioral support to their caseload students during lunch will be paid a $2,250 stipend over the normal 26 pay periods. This payment is intended to be a temporary means to compensate teachers for this lost time while the Board explores options for ensuring more consistent lunch time in the future under this paragraph and, therefore this language related to stipends will terminate with the expiration of the contract on June 30, 2027.

    Area School teachers will have 45 minutes of planning time during each scheduled day with students present. If a teacher does not have planning time due to a lack of substitutes or supporting a student in crisis on the teacher's caseload with administrator approval, the teacher will receive $25 in lieu of the planning time that day. Missed planning time due to required attendance at an IEP meeting or other professional meeting will not qualify for extra payment. Teachers must follow the process and time lines established by the Business Office for reporting missed planning time, or the extra payment is automatically forfeited.

12. Professional Staff Meetings: Staff shall remain after the close of the school day without additional compensation on two (2) days per month, not to exceed 15 meetings per year, of which nine meetings can be 45 minutes beyond the work day and six of which can be 30 minutes in length within the work day. Staff may, if appropriate, place educational related items on the agenda. An agenda shall be available for staff **1** day prior to the meeting date.

    If the program supervisor and/or administrator and the majority of the staff, as determined by secret ballot conducted within the first two (2) weeks of the school year by the Federation and administrator, prefer to hold any of these meetings before the workday begins, they may do so with all staff members required to attend. Similar procedures shall be followed for related services staff personnel meetings.

    Once meetings are scheduled, the date and time of individual meetings may be changed by a majority vote of the staff. If a staff member has a conflict due to a change in the meeting date, the staff member shall not be required to attend the meeting.

13. The professional staff, as a whole, shall be granted a maximum of four (4) days per school year to chaperone students at State Special Olympic events. It is understood that these days shall be counted as regular days of service. There will be no reimbursement for time beyond the employee's regular school day. In the event transportation/meals are not provided, staff members

will be reimbursed at current Clare-Gladwin RESD rates.

14. If a 3rd CTE session is required by the District, the teachers(s) instructing this session will be reimbursed their hourly rate on a daily basis, as described in #9 for the actual time spent directly instructing students. Teacher(s) must follow the process and time lines established by the Business office for reporting time or the extra payment is automatically forfeited.

15. Non-teaching professionals who are temporarily assigned to fill vacant positions that cannot be filled due to a shortage of qualified applications, as evidence by vacancy postings, will be paid a supplement to their regular compensation. The supplement will be paid on a monthly basis.

    Compensation will be based on the portion of a Full-time Equivalency (FTE) the Non-Teaching Professional is responsible for. The partial FTE will be determined by the Director of Special Education based on caseload numbers and the member's work location assignment.

    .5 FTE = $750.00 per month
    .3-.4 FTE = $500.00 per month
    .1-.2 FTE = $250.00 per month

16. Teachers and non-teaching professional staff advising non-recognized student organizations or committees to enhance the educational environment, academic outcomes, and strengthen community/family relationships shall be paid in addition to their regular professional compensation a $750 annual stipend through direct deposit. Advisory roles are voluntary and subject to administration approval, which also establishes club advisory requirements and payment terms. Administration shall determine and shall develop minimum requirements to establish a club or committee under this section of the contract for payment.

    All certified CTE teachers that serve as a Career and Technical Student Organization (CTSO) Lead Advisor for nationally recognized student leadership organizations shall be paid in addition to their regular professional compensation a $2,000 annual stipend through direct deposit. Administration shall determine all and shall develop minimum requirements to establish a club or committee under this section of the contract for payment.

    The decision to provide any or all of the foregoing activities, in part or in full, is vested in the District and such decision is not subject to the grievance procedure.

ARTICLE XIX - TRAVEL AND MILEAGE

A. Mileage traveled in the performance of duties shall be reimbursed at the IRS rate. In the event a higher rate is paid to Regional Education Service District employees, that same rate shall apply effective immediately to all bargaining unit members.

B. Starting from the employee's home base or the Regional Education Service District Office, if required, all miles traveled to expedite the performance of the employee's job and return to his/her base of operation or the Regional Education Service District Offices shall be considered reimbursable miles.

C. Travel to and from administratively approved or required conferences shall be computed separately from the daily performance mileage. In the event that professional employees attend the same conference, the Regional Education Service District shall reimburse a maximum of one automobile per three (3) attendees

for the identified conference. Exceptions to this should be approved prior to the conference by the appropriate administrator.

D. Mileage between points within the Regional Education Service District shall be established and agreed upon by the Board of Education and the Federation.

E. Instructions for preparation of the monthly log, as printed on the mileage voucher, shall be followed and the voucher shall be completed and signed by the professional employee before submitting to the appropriate supervisor.

F. The Board of Education reserves the right to limit total miles traveled.

ARTICLE XX - COMPENSATION SCHEDULE

Salary and benefits are prorated for part-time employees and for employees who do not work a full school year.

A. Official transcripts, degrees and/or certificates or other official documentation must be submitted and recorded with the Regional Education Service District Business Office upon employment. The Superintendent shall have the discretion to award years of credit equivalent to the years of professional education/work experience a new employee has had elsewhere for consideration on the salary schedule. In cases where related non-school employment is of value to the school district, the Superintendent may grant some experience credit.

B. Salary will be paid on alternate weeks in accordance with the Regional Education Service District schedule (21 or 26 pays). In fiscal years when there are 27 pay cycles between July 1 and June 30, there will be 21 or 27 pays.

C. Upon expiration of this Agreement, employees shall not receive lane, step, or longevity advancement, or increased benefits, unless expressly ratified by both parties.

D. On termination of employment, the employee shall be paid all salary due on the next payroll date upon completion of the exit interview with the Superintendent (or Designee).

E. For advancement to the next column on the salary scale, i.e. MA to MA+30, the employee must have secured prior approval for coursework in order for the credits to be counted. Prior approval will be documented on the Credit Pre-Approval Form in Appendix C. Superintendent approval will be based on the following criteria:

- Is the course content relevant to the employee's current position?
- Is the course content relevant to another position in the organization which the employee is pursuing?
- Is the institution providing the coursework accredited and by whom?

A salary schedule change will be effective at the beginning of the school year following the date of completion of the requirements as shown on the official college transcript or other official documentation indicating satisfactory completion of coursework at the graduate level, in a planned program, or an undergraduate course, if appropriate. Satisfactory completion is defined as a grade of B or better.

For a salary change to be effective retroactively to the beginning of the school year, all documentation must be received by the Business Office by November 1 of that year.

F. Those individuals working less than the regular schedule will receive their prorated salary on the appropriate step of the salary schedule for which they are qualified. In addition, all other fringe benefits will be prorated on the same basis. No benefits shall be paid to those employees who work fifteen (15) hours or less per week.

G. CTE Instructors without a teaching certificate that includes a vocational endorsement and under an annual authorization shall be paid at 90% of the BA level step. Each year, documented progress must be made toward earning a Standard CTE Certificate in the area in which the instructor is teaching. Progress documentation may include college transcripts or grade reports, evidence of professional development (sign- in sheet, agenda, etc.), and other documentation approved by the CTE Director and Superintendent.

H. Certified Occupational Therapy Assistants, Physical Therapy Assistants, etc. shall be paid at 90% of the BA level appropriate step.

I. Health Insurance

1. The Board retains the right to name all insurance carriers. Changes in benefit specifications are subject to discussion by the insurance committee. Said committee shall consist of the Superintendent and/or their Designee, one Board Member, the Federation President and/or Designee, and one Federation Member. Should this committee not arrive at an agreement, the Board retains the right to implement the insurance benefit and formula as outlined in the contract.

2. The District accepts full responsibility for the medical benefit plan costs up to the state-approved hard caps that are effective as of July 1 of the contract year under Public Act 152. Employees will be responsible for the difference between the medical benefit plan costs and the limits through payroll deduction.

   If Public Act 152 is amended during the term of this contract, the parties agree to bargain over the impact of that amendment. During bargaining, the District's contribution towards employee insurance premiums and costs shall remain frozen until the parties reach an agreement. For employees not taking District health insurance but insured by another healthcare plan, the cash in lieu of insurance will be $250.00 per month. To be eligible to receive cash in lieu payments, the employee must voluntarily and in writing opt out of the available medical health care plan and submit proof of healthcare coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

3. 125 Plan-The Clare-Gladwin Regional Education Service District Board of Education will implement a 125 Plan permitting a voluntary salary reduction to be applied to the portion of insurance premium, medical reimbursement, and child care for which the employee is responsible. The payment plan shall be implemented upon execution of this Agreement, and is intended to remain in effect the life of this Agreement and thereafter at the discretion of the Clare-Gladwin Regional Education Service District Board of Education. Election to participate will be based on individual Federation members executing and filing a salary reduction agreement as required by the Clare-Gladwin Regional Education Service District Board of Education. The Clare-Gladwin Regional Education Service District Board of Education may change, amend, or suspend the benefit plan if legislation or regulation alters, limits, or prohibits operation of such plan as currently permitted under the U.S. Internal Revenue Code of 1996, as amended.

J. The District will pay for 80% of premiums for Dental Insurance. Employees will be responsible for 20% of premiums through payroll deduction.

K. The District will pay for 80% of premiums for Vision Insurance. Employees will be responsible for 20% of premiums through payroll deduction.

L. All insurance coverages are offered subject to the rules, regulations and policy of the agreed upon insurance carrier. Upon acceptance by the agreed upon insurance carrier of the written application of the employee, the Board shall provide premium payments on behalf of the eligible employee for insurance coverage as provided in this Article. It is understood that the Board's obligation to provide the insurance coverages as required in this Article is limited to coverage through the agreed upon insurance carrier.

M. When the occasion arises to establish a bargaining unit position due to the approval of a state or federal grant to be carried out during the regular school year and the salary allocated by the grant does not comply with the normal salary, a committee shall be established to determine approval and deviation from the salary schedule. The committee shall consist of two members of each negotiating team and agreement must be unanimous.

N. Summer employment funded by state or federal grants will not be subject to the normal salary schedule. Summer employment shall be defined as volunteer employment beyond an individual's regular school year and shall be considered extra pay for an extra duty assignment for which a separate contract will be issued. Notice of such position shall be in accordance with Article XV, Section E. Bargaining unit applicants shall be offered such positions before non-bargaining unit members. Such positions shall be awarded on the basis of seniority and the person must be certified or state approved.

ARTICLE XXI- SEVERANCE PAY

In the case of death or retirement, provided the employee has the number of years of service in the District as listed in the chart below, any unused sick leave shall be paid in a lump sum to the employee or his/her beneficiary designated in writing by the employee. Such payment shall be computed by multiplying the number of unused sick days by $40 per day at the time of death or retirement.

School Year	Minimum Years of Service	Maximum Payment
2024-2025	13	$5,200.00
2025-2026	13	$5,200.00
2026-2027	13	$5,200.00

If an employee who has worked in the district for at least 10 years and who is not on an IDP submits a letter of resignation/retirement before Dec. 1 of the year prior to his/her resignation/retirement at the end of the school year, $1000.00 will be paid to the employee in his/her final paycheck from the District. If the employee does not work the entire school year, the entire payment is forfeited.

If an employee who has worked in the district for at least 10 years and who is not on an IDP submits a letter of resignation/retirement before March 1 prior to his/her resignation/retirement at the end of the school year, $500.00 will be paid to the employee in his/her final paycheck from the District. If the employee does not work the entire school year, the entire payment is forfeited.

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE

A. A "grievance" is defined as an alleged violation of a specific Article or section of this Agreement. "Grievant" shall be defined as the local Federation and/or employees in this bargaining unit. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievances, but such

grievances shall be submitted to the following grievance procedures stated below.

Before a grievance can be filed, however, both parties involved shall informally discuss the situation to be certain there has been a violation of any provision of this contract, or to ascertain if there is a disagreement as to a violation of any provision of this contract. Said informal conference shall be held within ten (10) workdays of the occurrence or the time the individual should have had knowledge of the occurrence, or, at the subsequent monthly AFT/administration communication meeting.

B. If the grievance is not resolved through the informal conference outlined above, the grievant must invoke formal grievance procedure on the form set forth in the Appendix, signed by the grievant and/or representative of the Federation, and it must be filed within ten (10) workdays of the decision at the informal conference. A copy of the form shall be delivered to the supervisor involved and to the Federation. If the grievance involves more than one building, it may be filed with the Superintendent or a representative designated by him/her.

1. Written grievances as required herein shall:
   a. be signed by the grievant or grievants;
   b. be specific;
   c. contain a synopsis of the facts giving rise to the alleged violation;
   d. cite the section or subsections of this Agreement alleged to have been violated;
   e. contain the date of the alleged violation; and
   f. specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper.

2. The following shall not be the basis of a grievance filed under the procedure outlined in this Article:
   a. The termination of services, discipline, evaluation, or failure to reemploy any probationary bargaining unit member unless the basis for discharge is due to legal Federation activities.
   b. Any matter for which there is recourse under State or Federal law.
   c. Any matter that constitutes a prohibited or illegal bargaining subject.

C. Within ten (10) workdays of receipt of the grievance, the supervisor shall meet with the Federation President (or his/her Designee) and the involved employee(s) (if requested by either the Federation or the District) in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Federation and to the grievant.

D. If the Federation is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) workdays of such meeting [or twenty (20) workdays from date of filing, whichever shall be later] the grievance may be transmitted to the Superintendent. If the Federation does appeal the grievance to the Superintendent within the time limits prescribed, there shall be a written report signed by the President of the Federation stating exactly why the disposition of the grievance was not satisfactory together with any and all information the Federation has connected with the grievance.

E. Within ten (10) workdays the Superintendent or his/her Designee will meet with the Federation on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) workdays of such meeting and shall furnish a copy thereof together with any and all information the Superintendent has connected with the grievance to the Federation.

F. If the Superintendent’s decision is unsatisfactory to the Federation, the Federation may within ten (10)

workdays of the decision appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Secretary of the Board.

Within twenty (20) workdays from receipt of grievance, the Board shall allow the grievant and/or his/her Federation representative an opportunity to be heard at a hearing scheduled to discuss the grievance. (The hearing may be opened or closed at the option of the grievant if it involves discipline, evaluation, or medical information.)

Within twenty (20) workdays from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Federation, shall final determination of the grievance be made by the Board more than twenty (20) workdays after the initial hearing. Copies of the written decision shall be forwarded to the Superintendent, Director, or Supervisor for the program in which the grievance arose, the grievant, and the Secretary, Grievance Chairperson or President of the Federation.

G. If a satisfactory disposition of the grievance is not made as a result of Paragraph F, the Federation may within ten (10) workdays of the decision file the grievance to mediation through the Michigan Employment Relations Commission (MERC). A copy of the filing will be provided to the District by the Federation. If satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the parties. If no satisfactory resolution can be reached, either side may terminate mediation through written notification to the other party.

H. If a satisfactory disposition of the grievance is not made as a result of Paragraph G, the Federation may, by written notice to the Superintendent, submit the grievance to arbitration within fifteen (15) workdays from the last date provided for in Paragraph G.

1. Within ten (10) workdays after such written notice and the submission to arbitration, the Superintendent and the Federation will attempt to agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by the Federation. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. All arbitration proceedings conducted under the Grievance Procedure shall be in accordance with the provisions of the Michigan Uniform Arbitration Act.

2. The arbitrator so selected will hear the matter promptly and will issue his/her decisions not later than thirty-five (35) workdays from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

3. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement. The arbitrator shall have no authority to rule on any matter within board policy. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board’s rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement. The arbitrator shall not have jurisdiction to consider the Board's decision to terminate the employment or non-renew the contract of a probationary bargaining unit employee,

including a probationary non-teaching professional. Decisions about placement, layoff/recall, and evaluation of Classroom Teachers are not subject to arbitration in the grievance process. An arbitrator, however, has jurisdiction to consider a grievance filed under Article XXII Grievance Procedure by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support."

4. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he or she has first made a ruling on the arbitrability issue, including substantive arbitrability. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. In the event that the arbitrator determines that he or she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

I. If any individual employee has a personal complaint, which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and opportunity for a Federation representative to be present, nor shall any adjustments of a grievance be inconsistent with the terms of this Agreement.

J. Any time period in this Article may be extended by mutual written agreement of the parties involved.

K. Both parties strongly agree there is joint responsibility to meet all time limits prescribed herein.

L. "Workdays" for the purpose of this Article shall be regular workdays during the regular school year, except if a school year ends before a grievance is resolved or the grievance occurs in the summer. In these cases, weekdays when the District's central administrative office is open will be counted to establish time limits.

GRIEVANCE FLOW CHART

1. Violation occurs or grievant should have had knowledge
   ⇓ 10 days or subsequent Monthly Meeting

2. Informal discussion
   ⇓ 10 days

3. Formal grievance - Copy of grievance paperwork to Supervisor and Federation Grievance Officer
   ⇓ 10 days

4. Supervisor meets with Federation President or Designee
   ⇓ 10 days

5. Supervisor indicates disposition
   ⇓ 10 days or 20 days from filing, whichever is later

6. Grievance may go to Superintendent; written report stating why disposition not satisfactory with all information
   ⇓ 10 days

7. Superintendent meets with Federation
   ⇓ 10 days

8. Superintendent indicates his/her disposition of grievance in writing with all information
   ⇓ 10 days

9. Appeal **by Federation** to the Board of Education
   ⇓ 10 days

10. Board shall allow grievant and/or representative opportunity to be heard at hearing scheduled to discuss grievance (opened or closed at discretion of grievant)
    ⇓ 20 days

11. Board renders its decision; copies of written decision to Superintendent, Director/supervisor, grievant and Grievance Officer of Federation
    ⇓ 15 days

12. File to mediation by Federation to the Michigan Employment Relations Commission (MERC).
    ⇓ 10 days

13. Submit grievance for arbitration **(Federation only)**
    ⇓ 10 days

14. Superintendent and Federation agree to mutually acceptable arbitrator.

APPENDIX A

GRIEVANCE REPORT FORM

Grievance#_____ School District

GRIEVANCE REPORT
Submit to Supervisor in Duplicate

Distribution of Form
1. Superintendent
2. Supervisor
3. Federation
4. Employee

_____

Building Assignment Name of Grievant Date Filed

STEP I - Sections B - C

1. Date Grievance Occurred _____

2. Statement of Grievance, including Agreement Article violated and date of violation: _____
   _____
   _____

3. Relief Sought: _____
   _____
   _____

_____
Signature of Grievant Date

4. Disposition by Supervisor _____
   _____
   _____

_____
Signature of Supervisor Date

GRIEVANCE REPORT FORM - Page 2 of 3

5. Position of Grievant and/or Federation _____

_____

_____
Signature Date

STEP II - Section D

1. Date Received by Superintendent or Designee _____

2. Disposition of Superintendent or Designee _____

_____

_____

_____
Signature Date

3. Disposition of Federation _____

_____

_____

_____
Signature Date

STEP III - SECTION E

1. Date Submitted to Michigan Employment Relations Commission for Mediation _____

2. Satisfactory Resolution by Mediator? Yes/No

_____

_____

_____
Signature Date

GRIEVANCE REPORT FORM - Page 3 of 3

3. Position of Federation _____

_____

_____

_____
Signature Date

STEP IV - SECTION E

1. Date Submitted to Arbitration _____

2. Disposition & Award of Arbitrator _____

_____

_____

_____

_____
Signature Date

If additional space is needed in reporting section, utilize space below and attach additional sheets.

APPENDIX B

Salary Schedule 2024-2025

Raise 5%

Step	BA	BA+30	MA	BA+45	MA+30	BA+60	MA+45	BA+75	Non
0	45,230		48,133		51,040		52,493		40,705
1	45,230		48,133		51,040		52,493		40,705
2	47,096		50,120		53,147		54,660		42,386
3	47,096		50,120		53,147		54,660		42,386
4	48,963		52,107		55,254		56,827		44,066
5	50,831		54,094		57,361		58,994		45,747
6	52,698		56,081		59,468		61,161		47,427
7	54,565		58,068		61,575		63,328		49,108
8	56,432		60,055		63,682		65,495		50,788
9	58,300		62,042		65,790		67,662		52,469
9.5	59,130		62,926		66,727		68,626		53,216
10	59,959		63,809		67,663		69,589		53,963
11	61,619		65,575		69,536		71,515		55,456
12	63,279		67,341	69,374	71,409		73,441		56,950
13	64,939		69,108	71,193	73,282		75,368	75,368	58,444
14	66,598		70,874	73,013	75,155		77,294	77,294	59,938
15	67,532		71,868	74,037	76,208		78,378	78,378	60,778
16	68,466		72,861	75,060	77,262		79,461	79,461	61,618
17	69,399		73,855	76,084	78,315		80,545	80,545	62,458
18	70,333		74,848	77,108	79,369		81,628	81,628	63,299
19	71,037		75,597	77,880	80,163		82,445	82,445	63,932
20	71,875	76,438	76,438	78,719	81,003		83,285	83,285	64,773
21	72,715	77,278	77,278	79,559	81,843		84,125	84,125	65,613
22	73,555	78,118	78,118	80,399	82,683		84,965	84,965	66,453
23	74,395	78,958	78,958	81,239	83,523	83,523	85,805	85,805	67,293

Salary Schedule 2025-2026

*Raise 2%

Step	BA	BA+30	MA	BA+45	MA+30	BA+60	MA+45	BA+75	Non
0	46,134		49,095		52,061		53,542		41,520
1	46,134		49,095		52,061		53,542		41,520
2	48,038		51,122		54,210		55,753		43,234
3	48,038		51,122		54,210		55,753		43,234
4	49,943		53,149		56,360		57,963		44,948
5	51,847		55,176		58,509		60,174		46,662
6	53,752		57,203		60,658		62,384		48,376
7	55,657		59,229		62,808		64,595		50,090
8	57,561		61,256		64,957		66,805		51,804
9	59,466		63,283		67,106		69,016		53,518
10	61,159		65,085		69,017		70,980		55,042
10.5	62,006		65,986		69,972		71,963		55,804
11	62,852		66,886		70,927		72,945		56,566
12	64,545		68,688		72,838		74,910		58,089
13	66,238		70,490	72,618	74,748		76,875		59,613
14	67,931		72,291	74,474	76,659		78,840	78,840	61,137
15	68,883		73,305	75,518	77,733		79,945	79,945	61,994
16	69,835		74,318	76,562	78,808		81,050	81,050	62,851
17	70,787		75,332	77,606	79,882		82,155	82,155	63,708
18	71,740		76,345	78,650	80,957		83,261	83,261	64,565
19	72,458		77,109	79,437	81,767		84,094	84,094	65,211
20	73,313		77,967	80,294	82,624		84,951	84,951	66,069
21	74,170	78,824	78,824	81,151	83,480		85,808	85,808	66,926
22	75,027	79,681	79,681	82,007	84,337		86,665	86,665	67,783
23	75,883	80,538	80,538	82,864	85,194	85,194	87,522	87,522	68,639

* Contingent on the Special Education Fund's equity 6/30/25 (per financial audited statements) not falling below 90% of the actual fund equity at 6/30/24 (per audited financial statements). Audited amount will not be known until early fall 2025 so 2% COLA and steps would be granted at the start of the school year. If contingency is met, additional 1% COLA would be retroactive to 7/1/2025.

Salary Schedule 2025-2026

*Raise 3%

Step	BA	BA+30	MA	BA+45	MA+30	BA+60	MA+45	BA+75	Non
0	46,586		49,577		52,571		54,068	54,068	41,926
1	46,586		49,577		52,571		54,068		41,926
2	48,509		51,624		54,742		56,300		43,657
3	48,509		51,624		54,742		56,300		43,657
4	50,433		53,670		56,912		58,532		45,388
5	52,356		55,717		59,082		60,764		47,119
6	54,279		57,764		61,253		62,996		48,850
7	56,202		59,811		63,423		65,228		50,581
8	58,126		61,857		65,593		67,461		52,312
9	60,049		63,904		67,764		69,693		54,042
10	61,758		65,723		69,693		71,677		55,581
10.5	62,613		66,633		70,658		72,669		56,351
11	63,468		67,543		71,622		73,661		57,120
12	65,177		69,362		73,551		75,645		58,658
13	66,887		71,181	73,330	75,480		77,629		60,197
14	68,597		73,001	75,204	77,410		79,613	79,613	61,735
15	69,558		74,024	76,259	78,495		80,729	80,729	62,601
16	70,520		75,047	77,313	79,580		81,845	81,845	63,466
17	71,481		76,071	78,367	80,665		82,962	82,962	64,332
18	72,443		77,094	79,421	81,750		84,078	84,078	65,197
19	73,168		77,865	80,216	82,568		84,919	84,919	65,849
20	74,032		78,732	81,081	83,434		85,784	85,784	66,717
21	74,897	79,597	79,597	81,946	84,299		86,649	86,649	67,582
22	75,762	80,462	80,462	82,811	85,164		87,514	87,514	68,447
23	76,627	81,327	81,327	83,677	86,029	86,029	88,380	88,380	69,312

* Contingent on the Special Education Fund's equity 6/30/25 (per financial audited statements) not falling below 90% of the actual fund equity at 6/30/24 (per audited financial statements). Audited amount will not be known until early fall 2025 so 2% COLA and steps would be granted at the start of the school year. If contingency is met, additional 1% COLA would be retroactive to 7/1/2025.

Salary Schedule 2026-2027
Approved 6/24/2026

*Raise 3%

Step	BA	BA+30	MA	BA+45	MA+30	BA+60	MA+45	BA+75	Non
0	47,983		51,064		54,148		55,690		43,184
1	47,983		51,064		54,148		55,690		43,184
2	49,964		53,173		56,384		57,989		44,967
3	49,964		53,173		56,384		57,989		44,967
4	51,946		55,280		58,619		60,288		46,750
5	53,927		57,389		60,854		62,587		48,533
6	55,907		59,497		63,091		64,886		50,315
7	57,888		61,605		65,326		67,185		52,098
8	59,870		63,713		67,561		69,484		53,881
9	61,850		65,821		69,797		71,784		55,663
10	63,611		67,695		71,784		73,827		57,249
11	65,372		69,569		73,771		75,871		58,834
11.5	66,252		70,506		74,765		76,893		59,626
12	67,132		71,443		75,758		77,914		60,418
13	68,894		73,316		77,744		79,958		62,003
14	70,655		75,191		79,732		82,002		63,587
15	71,645		76,245	78,547	80,850		83,151		64,479
16	72,636		77,298	79,632	81,967		84,300		65,370
17	73,625		78,353	80,718	83,085		85,451		66,262
18	74,616		79,407	81,804	84,203		86,600		67,153
19	75,363		80,201	82,622	85,045		87,467		67,824
20	76,253		81,094	83,513	85,937		88,358		68,719
21	77,144		81,985	84,404	86,828		89,248	89,248	69,609
22	78,035	82,876	82,876	85,295	87,719		90,139	90,139	70,500
23	78,926	83,767	83,767	86,187	88,610	88,610	91,031	91,031	71,391

Longevity:

1. Year 1 payments of $1,500 for members who have 15-18 years of service. Year 1 payments of $2,000 to members who have 19 years or more of service with Clare-Gladwin RESD. Payments are payable in the last payroll in December and the last payroll in June. For employees who are less than full time, payments will be prorated based on full time equivalent (FTE) status.
2. Year 2 payments of $1,500 for members who have 15-18 years of service. Year 2 payments of $2,000 to members who have 19 years or more of service with Clare-Gladwin RESD. Payments are payable in the last payroll in December and the last payroll in June. For employees who are less than full time, payments will be prorated based on full time equivalent (FTE) status.
3. Year 3 payments of $1,500 for members who have 15-18 years of service. Year 3 payments of $2,000 to members who have 19 years or more of service with Clare-Gladwin RESD. Payments are payable in the last payroll in December and the last payroll in June. For employees who are less than full time, payments will be prorated based on full time equivalent (FTE) status.

Merit Pay: Annual merit pay equal to .5% of the base salary in each column will be paid to Federation members who:

1. are evaluated as "effective"
   AND
2. provide evidence each year to their supervisor that they have earned 10 points from the list of "Clear, Significant, and Relevant Accomplishments and Contributions Exceeding Normal Expectations."

There will not be any merit pay for employees who meet just one of the two criteria above or none of the criteria above.

Off-Scale Retention Payment:

1. Year 1 payments to all employees who were employed prior to September 1, 2023 and employed for the 2024-2025 school year will receive a $2,000 off scale bonus payment, payable in the last payroll in December and the last payroll in June. For employees who are less than full time, payments will be prorated based on full time equivalent (FTE) status.
2. Year 2 payments to all employees who were employed prior to September 1, 2023 and employed for the 2025-2026 school year will receive a $2,000 off scale bonus payment, payable in the last payroll in December and the last payroll in June. For employees who are less than full time, payments will be prorated based on full time equivalent (FTE) status.
3. Year 3 payments to all employees who were employed prior to September 1, 2023 and employed for the 2026-2027 school year will receive a $2,000 off scale bonus payment, payable in the last payroll in December and the last payroll in June. For employees who are less than full time, payments will be prorated based on full time equivalent (FTE) status.

APPENDIX C

Clare-Gladwin Regional Education Service District
Credit Pre-Approval Form

This form must be completed and submitted to the Superintendent's office prior to your enrollment in order for the courses you complete to be credited toward your progress on the salary schedule.

_____ _____

Employee's Name Date

I am requesting approval to take the following course(s) to use toward advancement on the salary schedule:

Course Number and Title	Institution/State	# of Semester Hours	Date to be Completed

Credit hours earned in the above listed courses(s) will be approved for salary purposes upon presentation of university or college transcript indicating a grade of B or better in the course.

Courses must be from an accredited college or university. The course(s) must be either relevant to the employee's current assignment or be an approved course which is part of a planned program leading to an advanced degree in an educational field that will benefit the organization. If an employee has a Bachelor's Degree, courses must be graduate level.

1) The above-named institution is accredited by:

_____ NCATE (National Council for Accreditation of Teacher Education)

_____ TEAC (Teacher Education Accreditation Council)

_____ AACTE (American Association of Colleges for Teacher Education)

_____ NCA (Higher Learning Commission)

_____ The State Department of Education in which the college/university is located.

2) I am currently in column _____ on the salary scale and taking credits to move towards column _____. According to my records, this move can occur upon successful completion of _____ (specify number) pre-approved credit hours or degree completion.

3) This course is part of a planned program leading to an advanced degree. The degree I'm pursuing is

_____

_____ _____

Employee Signature Date

_____ _____

Supervisor Approval Date

_____ _____

Superintendent Approval Date

APPENDIX D

MENTORING AND SUPERVISION FOR SPEECH AND LANGUAGE PATHOLOGISTS AND SCHOOL SOCIAL WORKERS

Combination Mentoring and Supervision - SLP and SSW				
SLP				$19/hour will be paid to Mentor/Supervisor for each hour worked
	Mentoring	Supervision	Total	
Year 1	20 Hours	16 Hours	36 Hours	
Year 2	10 Hours			
Year 3	10 Hours			
Both mentoring and supervision time must meet standards for Clinical Fellowship the first year				
SSW				$19/hour will be paid to Mentor/Supervisor for each hour worked
	Mentoring	Supervision	Total	
Year 1	20 Hours	16 Hours	36 Hours	4 hours/month each school year
Year 2	10 Hours	26 Hours	36 Hours	
Year 3	10 Hours	26 Hours	36 Hours	
Both mentoring and supervision time must meet LARA standards all 3 years				
LARA standard of 4000 hours earned after 3 years				
7.5 Hour Workday x 179 Days/Year x 3 years = 4027.5 Hours				

APPENDIX E

(This form will be updated periodically and posted on the cgresd.net website.)

Clear, Significant, and Relevant Accomplishments and Contributions Exceeding Normal Expectations for Merit Pay

- **Excludes activities during the normal work day.**
- **Excludes activities for which the employee received additional pay or comp time.**
- **Other activities may count, but prior approval by Supervisor is needed.**
- **A list of the accomplishments and contributions must be submitted to the Supervisor by May 1 of the current school year. Many of the options cannot be confirmed by the Supervisor, so success is based on the honor system.**

Service to Self	Points	Completed
Present at a Conference	5	
Serve on the State Board of a Professional Organization	5	
Publish an Article in a professional magazine	5	
Publish an Article in a Newsletter or Local Newspapers	2	
Provide Professional Development for Peers (not during a required staff meeting)	5	
Serve as a Mentor Following CGRESD Process (without accepting stipend)	5	
Provide Extra Help on a Regular Basis to Struggling Students during "Off Duty" Times	5	
Attend an Event on the Parent Education Calendar (see CGRESD Website)	2	
Sponsor a Student Teacher or CTE Student Placement	3	
Sponsor the CTE Honor Society	5	
Attend Board Meetings (1 point per time up to max of 2 points)	1	
Teach a College or Virtual Course in Content Area	5	
Service to RESD		
Collaborate with Organizations to Provide Services to Students/CGRESD	3	
Lead in New Concepts/Protocol Directed by State or Federal Government	3	
Write a Grant	4	
Secure a Grant	4	
Serve on a Committee or PTO (not including required committees)	5	
Receive an Award or Recognition Relevant to Job	5	
Serve on a Curriculum Committee	5	
Represent CGRESD at a Community Event (County Fair, etc.)	3	

Provide Students with Opportunities to Compete at Local, Regional, State Level	5	
Serve on a Statewide Committee	5	
Promote/Recruit Outside of Normal Work Schedule	5	
Chaperone a Dance (Area School or the Local District in which You Work) (max 4 pts.)	2	
Make Keepsake for Students (i.e., DVD of pictures throughout the year)	2	
Seek and Secure Donations for CGRESD Programs	3	
Service to Community		
Serve as a Special Olympics Coach	5	
Assist with Adopt-A-Highway (3 points per time, max of 6 points)	3	
Organize Adopt-A-Highway	5	
Organize United Way Campaign	5	
Attend a Student Event where your Own Children are Not Involved	3	
Volunteer at a Local District Event where your Own Children Aren't Involved	3	
Participate in the Special Olympics Polar Plunge	4	
Chaperone the Prom (Area School or the Local District in which You Work)	3	
Attend the Open House (Area School, CTE, or the Local District in which You Work)	3	
Volunteer at Science Olympiad	4	
Judge the Spelling Bee	4	

Total Accomplishments and Contributions Score: _____
(10 Points required for Merit Pay)

WITNESS - DURATION

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on June 24, 2024.

This Agreement shall be effective July 1, 2024 to June 30, 2027, with wages to be negotiated for 2026-2027.

CGEF/AFT Negotiating Team: Corrie Aldrich, Rachel Jones, Marsha Shields, and Matthew Smith

Board Negotiating Team: Sue Murawski, Rick Foote, Tara Mager, Shay Anderson, Mike Simon, and Jessica Jarosiewicz

BOARD OF EDUCATION
CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT

BY

Susan Murawski — 7.12.24
Sue Murawski, President — Date

Lou Adams — 7/17/24
Lou Adams, Secretary — Date

CLARE-GLADWIN EDUCATION FEDERATION/AFT- Michigan

BY

Mark Shields — 7-2-2024
Marsha Shields, President — Date

Corrie Aldrich — 7-2-2024
Corrie Aldrich, Negotiation Team — Date

Rachel Jones — 7-2-2024
Rachel Jones, Negotiation Team — Date