



AGREEMENT BETWEEN

THE SHIAWASSEE REGIONAL
EDUCATION SERVICE DISTRICT

BOARD OF EDUCATION

AND

THE SHIAWASSEE INTERMEDIATE
EDUCATION ASSOCIATION

July 1, 2021 - June 30, 2024

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EDUCATION
AND SHIAWASSEE INTERMEDIATE EDUCATION ASSOCIATION**

July 1, 2021 - June 30, 2024

This Agreement is between the Board of Education of the Shiawassee Regional Education Service District in the County of Shiawassee, Michigan (the "Board"}, and the Shiawassee Intermediate Education Association, (the "Association").

The Board and the Association recognize: That their joint objective is to provide a quality education and educational service to the students of the Shiawassee County Regional Education Service District, and that the quality of education provided depends upon the dedication, preparation, effectiveness, efficiency, and morale of the Staff and the Administration in maintaining a desirable educational atmosphere.

Being engaged in a mutual endeavor in the public interest and trust, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

In the above spirit and pursuant to the requirements of the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, the Board and Association set forth their Agreement as to wages, hours, and other terms and conditions of employment of all individuals included in the bargaining unit as below defined, insofar as such matters are not precluded by applicable Michigan Laws, such Laws superseding anything which may be contained in this Agreement.

It is agreed as follows:

ARTICLE 1

Recognition

- A. The Board recognizes the Shiawassee Intermediate Education Association as the exclusive bargaining representative for State certificated and/or approved professional personnel whether under contract, on leave, or on a per diem hourly basis excluding short- and long-term substitutes be employed or to be employed by the Board including, but not limited to:

Specialized Teachers
Specialized Tutors
School Social Workers
School Psychologists

Speech and Language Pathologists
Teachers of Homebound and Hospitalized students
Teacher Consultants
Reading Specialists
Teachers of students with Moderate Cognitive Impairment
Teachers of students with Severe Cognitive Impairments
Teachers of students with Hearing Impairments
Teachers of students with Emotional Impairments
Teachers of students with Autism Spectrum Disorder
Occupational Therapists
Physical Therapists

Non-Teaching Professional Staff Member shall include those members of the Association bargaining unit whose employment is not regulated by the Michigan Teachers Tenure Act.

Such representation shall cover personnel assigned to newly created professional positions, excluding administration and supervisory personnel as listed below, and any other person engaged fifty (50) percent or more of his/her time in direct administration and supervision of personnel:

Superintendent of the Intermediate District
Assistant Superintendent for Special Education
Department Supervisors

Representation shall not include clerical, secretarial, bookkeeping, and non-instructional staff.

- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit.
- C. The term "Board" shall include its officers, members, or delegated agents.
- D. The Board agrees not to recognize or negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- E. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under Michigan Law.
- F. Temporary, limited duration, grant-funded, and/or consortium-funded positions that the Shiawassee Regional Education Service District develops may be placed in the bargaining unit with all rights and privileges under job classifications in Section A., or the Board may post the position outside the bargaining unit with the concurrence of the Executive Board of the Association.

- G. The Shiawassee Intermediate Education Association Executive Board concurs with the placement of The Youth Services Worker outside the bargaining unit as per Article I, subsection F of the Master Agreement. It is understood that the Youth Services Worker will not perform any bargaining unit work.

It is understood that this action is contingent upon the fact that the Shiawassee RESD will not be receiving sufficient funding to place the Youth Services Worker on the current contractual pay scale and that the Shiawassee RESD will not be receiving more funding than salary, benefits and administration require.

- H. It is recognized that the bargaining agent has the responsibility of supporting all employees of the bargaining unit by enforcing provision of the master agreement. The employer has the responsibility to provide the bargaining agent with the following information for each bargaining unit employee. If the bargaining agent needs information not listed below, the employer shall furnish the information requested within 10 (ten) calendar days of the bargaining agent's request as allowed by law.

On September 1 of each school year, the following information shall be provided to the designated representative of the bargaining agent. When any change occurs or is expected to occur in information given to the bargaining agent, the bargaining agent will be notified no later than 10 (ten) school days before the change is implemented.

For each bargaining unit member:

1. Name
2. Address
3. Status of Employment (active, on general leave, layoff, etc.)
4. Salary and compensation of any kind from the Shiawassee RESD
5. Health Care or Pay in Lieu of
6. Hire date (minus unpaid leave time)
7. Salary Lane
8. Position

ARTICLE 2

Rights of the Board

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights, or as to the consequence of such action during the term of the Agreement. The following are not to be interpreted as abridging or conflicting with any provision in this Agreement. Such rights shall include, by way of illustration and

not by way of limitation, the right to:

1. the executive management and administrative control of the RESD and its properties, facilities, equipment, and the activities of its employees during employee working hours;
 2. hire all employees and, subject to the provisions of law, and the Agreement to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff , or demotion, and to promote and transfer all such employees;
 3. determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing , disseminating, and/or selling its services, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein;
 4. adopt reasonable rules and regulations;
 5. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions, subdivisions, buildings, or other facilities.
 6. determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 7. determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
- B. 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 unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the Revised School Code and the Teachers' Tenure Act are preserved.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and

specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE 3

Association Rights and Responsibilities

- A. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that the employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other Laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any employee with respect to wages, hours, and other terms and conditions of employment.
- B. The Association, on its own and its individual members' behalf, and the employee retain and reserve all powers, rights, authority, duties, and responsibilities conferred and vested by the Laws and Constitution of the State of Michigan, and the United States.
- C. The Board agrees that the Association may use appropriate meeting room facilities and utilities in accordance with the building use policy in effect on the date of this Agreement as established by the Board with the approval of the Administration for the purpose of holding meetings of the Association or conducting Association business. In the absence of a maintenance person, the Association is responsible for preventing the building from being used by unauthorized personnel during that time that the building is left locked, and in the original condition except for normal use.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on Intermediate Office property at all reasonable times, provided that this shall not interfere with or interrupt normal office operations or an Individual's work responsibilities.
- E. The Association shall not, except when permission is granted, have the right to use office facilities and equipment, including other duplicating machines, calculating machines, and audio-visual equipment. When permission is denied, a reason shall be given. The Association shall pay for the cost of materials and supplies incident to such use.
- F. A bulletin board shall be provided for the exclusive use of the Association in an area where employees normally congregate. The Association may use the employees' mailboxes.

- G. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the RESD ordinarily available to the public and names and addresses of all employees, as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- H. The Association President shall be provided a copy of each agenda at the time of distribution to the Board. Should the Association choose to consult with the Board on any agenda item, the Association President shall so advise the Superintendent.
- I. Consistent with the Code of Ethics of the Education Profession, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination as to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board except as such reflect unfavorably upon the employee's work, effectiveness, or the RESD.
- J. The provisions of this Agreement shall be applied without regard to race, religion, color, national origin, age, sex, or marital status.
- K. All information obtained by a staff member in line with the normal and routine duties for which the staff member is employed becomes a part of the record to be shared with the employer. However, all communications which can reasonably be interpreted to be other than normal and routine for the staff member obtained by the employee in the course of the employee's professional duties and deemed by said employee to be of a confidential nature need not, except with the consent of said employee, be disclosed to anyone including, but not limited to, any school administrator, parent, or guardian, unless said disclosure has been determined to be required by law.

ARTICLE 4

Payroll Deductions

- 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, group automobile insurance, United Way, group life insurance, any of which are presently being deducted.

- B. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal and State Law.

ARTICLE 5

Caseloads, Assignments and Working Hours

- A. Professional personnel are expected to carry out the responsibilities and assignments of the position for which they are employed rather than be limited by a specified number of "work hours" per day.

Each employee is to maintain working hours which will best facilitate his/her professional functioning in the employee's judgment and in the judgment of the employee's immediate supervisor. Appropriate time will be allowed for intra- and inter-department coordination.

- B. If the assigned place of work for the employee is closed for reasons of weather, the employee need not report to work unless specifically requested to do so by his/her immediate supervisor. If an assigned school is closed for reasons other than the above, the employee will report for work at the RESD Office for the regular workday. The Shiawassee RESD Office is usually open for business even though classroom programs and transportation are canceled due to weather. On the rare occasion when the RESD Office is closed, no announcement is made on the air and a phone fan-out is used to notify staff.
- C. The RESD Office is open to the public from 8:00 a.m. to 4:30 p.m. Monday through Friday. Appropriate office staff shall, except in cases of emergency, be kept informed of each employee's location during the office day. Each employee must report any contemplated absence to the appropriate office staff.
- D. When possible, the employer agrees that the classroom teacher is responsible for determining how his/her planning time is to be utilized in order to meet his/her professional needs; interruptions to this time will be avoided or minimized whenever possible.
- E. Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board.
- F. Each employee shall be assigned duties and responsibilities consistent with caseload recommendations and other program requirements defined within the rules and regulations promulgated by State and Federal agencies.
- G. No person shall be assigned, except in emergency situations, outside the professional discipline for which he was employed, without his consent. This section applies to Non-Teaching Professional Staff Members only.

- H. All employees shall be given written notice of their work assignment for the current school year by the last day of orientation week.
- I. When a change in assignment is made, the employees affected will be informed of the reasons in writing for (making) the change.
- J. Commensurate time will be granted when a staff member is required to attend or participate in a work activity outside and in addition to normal working hours. Commensurate time may be granted when a staff member chooses to participate in a work activity outside and in addition to normal working hours. Commensurate time will be granted through the employee's immediate supervisor as follows:
 - 1. Commensurate time will be given on request for organized group or individual activities which take place after 4:00 p.m. on work days, in the evenings, and Saturdays or Sundays with the supervisor's prior approval.
 - 2. Verbal immediate supervisor approval should be obtained if possible before the activity. Prior approval will be expected in obvious situations such as a scheduled parent-teacher conference in the evening vs. an extended IEP Team meeting. For special projects, the parameters of the activity and allotted commensurate time will be established and made known to the participants in advance by the project administrator.
 - 3. A commensurate time form must be submitted for an immediate supervisor's verification within ten (10) work days following an approved or approvable activity.
 - 4. The use of approved commensurate time may extend beyond the contract year in which the commensurate time was earned and approved and must be used within a twenty- four (24) month period of time. Employees are expected to review the amount of accumulated commensurate time with their immediate supervisor by May 3 of each year.
 - 5. The use of approved commensurate time on consecutive days may be granted by the employee's immediate supervisor. Any reason or reasons for denying such use shall be stated in writing to the employee.
 - 6. For the purposes of calculating commensurate time, six and one half (6%) hours of earned commensurate time will be considered equal to a full working day of commensurate time taken.
- K. All classroom teachers employed by the Board shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes. The lunch period shall be on site except with the approval of the building supervisor.

- L. All classroom teachers employed by the Board shall receive two days planning time during the first week of school. An additional half day of planning time will be scheduled in March.

Two additional half (1/2) days shall be granted within the school year.

The aide(s) assigned to the teacher shall be made available to the teacher during this planning time.

Six (6) additional half (1/2) days shall be granted as mutually determined by the teaching staff and the immediate supervisor. With the exception of the first half day orientation session, all half days granted under this section will be used at the teacher's discretion for planning, IEP Team, TLP meetings, mappings, and for meeting with support staff. Should the respective school be closed as a result of student illness, weather, mechanical failure, or in-service, the half-day of planning shall be scheduled during the following week of school.

- M. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations, shall be released from regular duties without loss of salary.

- N. If the agreed-upon school year is required to be extended or there is a modification in the agreed-upon school calendar because of Section 101(3) of the School Aid Act, the following are alternatives for consideration. It is acknowledged that any alternatives will be at the discretion of the Superintendent. Itinerant Staff will make up snow days as determined by the number of days needed to be made up by the local districts to which they are assigned.

- Staff who report to only one district or serve only SRES D classroom programs follow the school closing of the district they serve. They also follow makeup days for that district. Staff is not required to work more than their contracted number of days including make-up days.
- Staff who report to two districts (SRES D classroom programs and office are considered a district for these purposes) follow the school closing of the district to which they are reporting that morning. They also follow make-up days for that district whose closing schedule they followed. Staff is not required to work more than their contracted number of days including make-up days.
- Staff who report to multiple districts in the same day work as long as one local district is open. If all are closed, they do not work. After two (2) days missed, they will make up days according to local district schedules that best serve the needs of their students. Staff is not required to work more than their contracted number of days including make-up days.

- O. The Board and the Association both agree parent/guardian involvement in a child's education is critical to the success of student. SRES D Teachers communicate frequently with parents/guardians about student progress during IEP meetings, at marking period transitions and other times as appropriate. Although no parent-teacher conferences are scheduled on the calendar, for the 2021-2022 school year the Association agrees teachers will make themselves available for parent questions/discussion as needed beyond the aforementioned communication activities and in cooperation with their supervisor.

ARTICLE 6

Working Conditions

- A. Recognizing the importance of adequate space, facilities, and other environmental conditions which are conducive to educational achievement, the Board will cooperate with the local school district in a joint effort to provide such teaching conditions for the itinerant staff. If an employee reports hazardous or otherwise unfavorable working conditions to a representative of this Board, such representative will investigate the situation at the earliest possible time and then in his/her best judgment and within the scope of his/her authority, take whatever action is necessary to improve the situation.
- B. The Board agrees to make available telephone service, typing, and duplicating facilities, and clerical personnel to aid employees in the preparation of instructional materials, case reports and correspondence, all of which must be job related.
- C. An employee shall at all times be entitled to have present a representative of the Association. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present.

ARTICLE 7

Professional Qualifications

Professional employees shall meet and maintain the legal and professional standards required by law and regulations as are applicable to the operation of the Shiawassee Regional Education Service District.

ARTICLE 8

Vacancies and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer

to a different assignment or position shall be made in writing to the immediate supervisor. Copies shall be filed with the Administration and the Association President.

The request for transfer shall set forth the reasons; the school, grade level or position sought; and the applicant's academic qualifications.

Written notification of the disposition of the transfer request shall be provided within a reasonable period of time.

- B. The Board supports a policy of filling vacancies with the best applicant available which will strengthen the total staff, and thereby improve the quality of services to be provided.
- C. When filling a vacancy, the Board agrees to give first consideration to the application(s) of existing professional staff members; however, other qualified applicants may be considered. Due weight will be given to the professional qualifications, experience, and to other relevant factors. This section applies to Non-Teaching Professional Staff Members only.
- D. Whenever a vacancy in any professional position shall occur and is indicated by official notification, or whenever a new position is created by official action, the Board shall give written notice to the Association within seven (7) calendar days and shall post such vacancy simultaneously on the official bulletin board in the Shiawassee RESD central office. Such notice shall be posted to cover two (2) consecutive working Fridays, except during the months of July or August, during which time such vacancies shall be held open for seven (7) calendar days.

Any newly created or unusual position(s) shall be posted with accompanying job description(s).

- E. Any employee who shall be transferred to an administrative or executive position, and who shall later return to his/her former status at the first vacancy available, shall be entitled to retain such rights as the employee may have had under this Agreement before such transfer to supervisory or executive status.

ARTICLE 9

Illness, Disability, or Death Leave

- A. Paid-for leave shall be provided to protect an employee's income during periods of illness and death in the immediate family.
 - 1. Death in the immediate family. * Leave shall be granted to an employee

when a death occurs in the immediate family. Up to five (5) work days may be granted. Such granted work days shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.

2. Death of a Relative. * Leave shall be granted to an employee when the death of a relative occurs in the employee's immediate family. Up to three (3) work days may be granted. Such granted work days shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.
3. Death of a Close Friend. Sufficient time to attend, not to exceed one (1) work day shall be granted for the death of a "close friend". Such granted work day shall not be credited against sick leave, nor shall any deduction be made from the employee's salary.

*Definition of Terms

- a. Immediate family shall include father, mother, husband, wife, child, sister, brother, grandparents, or any of the preceding named individuals on an in-law basis.
 - b. Relative shall include aunt, uncle, first cousin, niece, or nephew, related through blood or by marriage.
- B. At the beginning of each school year each employee shall be credited with thirteen (13) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of one- hundred and twenty (120) days. Employees who are employed for greater or lesser than full-time periods shall accumulate sick leave on a prorated basis. A false statement given as a reason for absence shall result in disciplinary action being taken.

The employee may use all or any portion of his/her leave days to recover from his/her illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery.

Following the last scheduled teacher workday of each school year any personal days shall be added to employees accumulated sick leave days. Before June 30, an employee who has not used his/her allotted leave days will receive twenty dollars (\$20.00) per day for each unused leave day in excess of one hundred six (106) days to a maximum of one hundred twenty (120) days.

Employees will be credited and paid for only those days between one hundred six (106) to one hundred twenty (120) days. For those employees receiving payment,

any addition of days equal to one hundred twenty (120) days will be made beginning with the new school year.

The Board will provide terminal leave payment, for those employees with at least fifteen (15) years of employment with the RESD, of \$20 for one half of unused sick days up to a maximum of sixty (60) days or \$1200.

Accumulated sick leave shall terminate upon severance of employment unless said employee has been laid off. Should the individual be re-employed, his/her previous accumulated sick leave shall be reinstated.

An employee who has been laid off shall, on leaving the RESD, receive twenty dollars (\$20.00) per day for ninety percent (90%) of his/her accumulated sick leave at the time the lay-off becomes effective. Should said employee return to the employ of this District, he/she shall have restored to him/her the remaining ten percent (10%) of accumulated leave in addition to those new days granted under the terms of this Agreement. The employee may, at his/her discretion, buy back any of those days for which he/she was reimbursed at the time of lay-off at the same rate which he/she was paid.

Said payment will be retroactive to persons laid off on, or after, June 1, 1982.

- C. At each pay period, the Board shall furnish each employee with an accounting of his/her total sick leave credit.

D. EXTENDED MEDICAL LEAVE OF ABSENCE

An employee who is unable to work because of personal illness, or disability and who contemplates that such illness or disability may exceed thirty (30) days, shall upon application be granted a leave of absence for the duration of such illness or disability.

The Board may require that the employee provide a statement from the employee's physician regarding the nature of the extended illness and/or disability.

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability for a period of time up to one (1) year and may be renewed, at the discretion of the Board, each year upon request by the employee.

- E. Any employee who is injured while performing his authorized duties shall be covered by the Worker's Compensation Act in accordance with State Law. Any employee who is absent because of injury or disease compensable under

Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law, and his/her regular salary for a maximum of sixty work days with no subtraction of sick leave. Thereafter, sick leave shall be subtracted on a fractional basis so as to equal full daily salary until all accumulated sick leave shall be exhausted. Thereafter, benefits shall be limited to those provided by the Michigan Worker's Compensation Law.

- F. Any person considering entering the employment of the Shiawassee RESD may be requested to have a physical examination acceptable to the Superintendent.

Each employee must maintain the necessary good physical and mental health to adequately provide his respective service. Written evidence of such good physical and mental health may be requested by the Board from physicians or psychiatrists of the Board's choosing but cost of any such examination to prove good health will be paid by the Board.

ARTICLE 10

Professional, Personal, and Association Leave

- A. Conference Attendance:

1. Request (when possible) should be submitted thirty (30) days before the scheduled event.
2. Attendance at a professional meeting must be approved by the administration. Entitlement to professional meeting attendance as set forth in this section is limited to employees of at least half-time status. Employees who work half-time, but less than full-time, shall receive reimbursement for attendance of state and national conferences in relation to time worked. The calculation of reimbursement shall be based on the average reimbursement of a state or national conference cost the preceding year and the percent of full-time employment (5 days or 40 hours). Administration may use its own discretion on an individual basis, in granting conference attendance to part-time employees.
3. Each person will be allowed to attend a minimum of one (1) state conference in this professional area per year. Reimbursement will include travel at the regularly approved mileage rate for approved vehicles, and reasonable cost of meals. Lodging, parking fees, and conference registration will be reimbursed upon presentation of receipts.
4. Eligibility to attend national, out-of-state conferences in one's professional area will be determined as follows:

- a. Eligibility: The applicant must have completed a minimum of three (3) years of employment with this RESD to be eligible for said conference attendance. A minimum of thirty-six (36) months must elapse before the applicant is eligible for a subsequent national conference. If said conference includes a pre-conference, attendance at the said pre-conference would be subject to approval on a request-by-request basis and recommendation rests with the applicant's supervisor subject to final approval at the Administration and Board levels.
- b. Travel Cost: Travel costs to and from the approved conference site shall not exceed a maximum of two hundred and fifty dollars (\$250.00) per individual. Mileage reimbursement for the use of private vehicles, under this section, will be based on the IRS rate per mile traveled in route and at the conference site.

If two or more individuals elect to travel together in an approved vehicle, the amount of money each person will be reimbursed is limited to the maximum allowable individual cost of two hundred fifty dollars (\$250.00) or the amount of money equivalent to the actual miles traveled enroute and at the site based on the IRS rate per mile, whichever is less including costs for food and lodging where applicable.

- c. Conference site cost: The reasonable cost of meals, lodging, parking, and conference registration will be reimbursed upon presentation of receipts. Said reimbursements will be made on the next regular pay period with reimbursement on the payroll check. No taxes/deductions shall be taken out of the conference reimbursements and will be reported separately on the employee's payroll itemized deductions schedule.
 - d. The number of days to be used for conference attendance will be determined by the administration on an individual basis.
- 5. If an employee is required by the administration to participate in a national conference for the purpose of carrying on official business, this attendance shall not be considered an out-of-state conference as discussed above.
 - 6. The Board, Administration, and the Association mutually acknowledge the desirability of professional growth through affiliation with professional organizations. Employees are encouraged to seek and assume positions of leadership within their profession. It is recognized that such positions may require released time in addition to that stipulated within this Agreement. In such cases the Administration and the employee will mutually determine the

amount of additional time based upon the demands of the office involved and the employee's responsibility to the Shiawassee RESD.

A request for such leave should be submitted thirty (30) days before a scheduled absence and must be approved by the Administration.

Such leave shall be considered a fully paid and reimbursable leave. However, the Shiawassee RESD shall not be required to reimburse or fund an employee when such funding or reimbursement is available from another source.

B. In the event of personal conditions or circumstances which may require teacher absenteeism for reasons other than those mentioned elsewhere in this Agreement, three (3) personal business leave days will be granted as follows:

1. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods.

Personal days shall be used for such activities as house closings, attorney visits, and school enrollment. The preceding list is illustrative of the types of activities constituting appropriate use of personal days.

2. Employees desiring to use such leave shall submit their request, including a general statement of the nature of this request to the employee's immediate supervisor at least two (2) working days in advance of the anticipated absence, except in cases of emergency.
3. It is understood that such leave shall not be granted for the first or last day of the school year or the first working days preceding or following a vacation period or holiday.
4. Deviations to the above-noted restrictions may be granted at the discretion of the Superintendent.
5. Employees who will use three (3) consecutive personal leave days will notify the supervisor two (2) weeks in advance.
6. All unused personal business days shall be added to the accumulated sick leave days at the end of each school year.

C. A teacher who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary he/she would otherwise have earned by working on that day and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which

he/she reports for or performs jury duty and on which he/she would otherwise have been scheduled to work.

- D. At the beginning of every school year, the Association shall be credited with six (6) days to be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to reimburse the Board at the per diem rate of the member taking such day and to notify the Board no less than forty-eight (48) hours in advance of taking such leave. No more than three (3) days per year shall be taken by the President. No other member shall take more than two (2) days.

ARTICLE 11

Maternity Leave

- A. The employee may use all or any part of his/her leave days for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery, and/or adoption.
- B. An employee who is unable to work because of personal illness or disability and who contemplates that such illness or disability may exceed thirty (30) work days, shall upon application be granted a leave of absence for the duration of such illness or disability. The Board may require that the employee provide a statement from the employee's physician regarding the nature of the extended illness and/or disability. The Board agrees to continue to provide the insurance benefit to the extent provided by this Agreement for the duration of said leave.

An employee who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability for a period of time up to one (1) year and may be renewed, at the discretion of the Board, each year upon request by the employee.

- C. For unpaid leaves of absences and insurance coverage, refer to Article 12. In the event of death of the object child of leave, the leave of absence may be terminated upon request of the employee.

ARTICLE 12

Unpaid Leaves of Absence

- A. After a minimum of five (5) years of service with the Shiawassee RESD leave of absence of up to two (2) years may be granted to any employee, upon application, for the purpose of participating in exchange programs in other school districts, states, territories or countries; foreign or military education programs; the Peace

Corps, Teacher Corps, or Job Corps as a full time participant in such programs; provided said employee states, in writing, his/her intention to return to the Shiawassee RESD. Should a request for leave be denied, an explanation shall be provided.

- B. A leave of absence of up to two (2) years may be granted to any employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Should a request for leave be denied, an explanation shall be provided.
- C. A military leave of absence shall be granted to any employee who shall be inducted or recalled to duty or shall enlist for military duty during periods of national emergency in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the RESD during such period.
- D. A leave of absence not to exceed four (4) years may be granted to any employee upon application for the purpose of serving in a public office.
- E. The Board shall grant to any employee an unpaid leave of absence of up to one (1) year for the purpose of child care. The leave shall commence upon written request of the employee to the Superintendent and include the beginning and ending dates of said leave.

The leave of absence may be renewed upon written request by the employee and approval by the Board of Education.

It is further provided that:

- 1. The reinstatement shall be to the employee's former position.
 - 2. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee.
 - 3. The employee shall have the option to purchase health insurance as allowed by the carrier while on leave.
- F. Any employee may request an unpaid leave of absence to a maximum of two (2) years by written application to the Board.

Approval of the request will be at the sole discretion of the Board. A voluntary unpaid leave and reinstatement to the position shall be consistent with the remainder of this Article.

- G. Employees who have been granted an unpaid leave, as described in this Article,

shall be eligible for an extended period of health and hospitalization insurance coverage commencing on the effective date of the leave and terminating not later than August 31 of the current contract year. The extension shall be limited to a period of three (3) months (63 work days) and granted on the basis of one (1) month (21 work days) extension for every three (3) months (63 work days) of continuous employment up to the maximum extension period of three (3) months (63 work days).

Any employee may purchase term life insurance, dental, vision, and LTD insurance for the remainder of the school year (August 31) or in accordance with the policy of the insurance carrier.

ARTICLE 13

Employee Progress

In the event that an employee is evaluated, the following procedures will be implemented.

- A. After an evaluation, if an employee is found lacking, the reasons shall be set forth in specific terms as shall an identification of the specific ways in which the employee is to improve. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. This section applies to Non-Teaching Professional Staff Members only.
- B. An employee will have the right to review the contents of his/her personnel file originating after original employment and to have a representative of the Association accompany him in such review.
- C. No material originating after original employment will be placed in the employee's 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 the employee is asked to sign material, in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 14

Professional Behavior

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by an employee reflect adversely upon the professional staff

and create undesirable conditions. The Board, in recognition of the concept of progressive correction, shall notify the Non-Teaching Professional Staff Members in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline which will be recorded shall be promptly reported to the offending employee. The Association will use its best efforts to correct breaches of professional behavior by any employee.

- B. Employees are required to comply with rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. Employees may use as further criteria of professional behavior the current code of ethics of the education profession (as adopted by the NEA Representative Assembly.)
- C. No Non-Teaching Professional Staff Members shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank, or compensation, including adverse evaluation of employee performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the employee and the Association.
- D. Employees are expected to dress during working hours in a manner which reflects their professional status and work assignment.

ARTICLE 15

Professional Compensation

- A. The salaries of employees covered by this Agreement are set forth in Appendix A.

The Board will compensate bargaining unit employees at a rate equal to their hourly rate (as calculated by annual salary divided by 1,472 hours) for the current contract year for work beyond the normal contract year. Employee participation in work beyond the normal contract year will be voluntary.
- B. An employee's salary shall be determined by his/her placement on the schedule as determined by his level of training and years of service. All employees shall be given credit on the salary schedule set forth in Appendix A for full years of experience as agreed to at the time of employment.

Salaries will be paid bi-weekly beginning not later than the second Friday after the beginning of the school year and shall be in twenty-six (26) equal installments, unless before the end of the first week of employment in the school year and written request is made for twenty-one (21) equal payments.

C. Employees, unless specifically stated otherwise in the individual's contract, shall be employed for one hundred eighty-four (184) days per year as per Appendix B-1 and B-2.

D. Any employee who has elected to receive his/her salary over twenty-six (26) pays may request that the last five (5) payments be made in a lump sum. Such a request shall be made in writing to the business office by April 15 of the year for which the change is being requested. The employee shall indicate at the time of request the amount of withholding tax to be deducted from the lump sum payment. Said payment will be part of the twenty-first (21st) check. In the event that the District is in a position of financial hardship, the Board may, in consultation with the representatives of the Association, limit access to this option to no more than five (5) people. This limitation does not include persons leaving the employ of the District.

E. Employees participating in an optional Professional Development day shall receive a stipend of \$115 per full day or \$57.50 per % day.

Employees participating in mandatory Professional Development Days beyond the 185 shall receive per diem pay (1/185 of current salary rate per full day or 1/370 per half day).

A full day is considered to be four (4) or more hours. One-half day is less than four (4) hours.

F. New teaching and related services staff will be provided with and required to participate in a mentoring program as part of their induction into the Shiawassee RESD. The program will call for a mentor to be assigned to new inexperienced teaching staff for a period of three (3) years. Likewise, experienced new teaching staff and new related services staff will be assigned a mentor for, at least, one (1) year. SRESD employees who are selected and assigned to serve as mentors will be compensated.

The procedures for implementation of the mentoring program, including selection, assignment, duration, and compensation are to be consistent with Attachment C, entitled Implementation of New Employee Mentoring of the New Employee Induction Procedures and PA335.

ARTICLE 16

Reduction in Personnel

(This article only applies to Non-Teaching Professional Staff Members)

A. In the event it becomes necessary to reduce the number of employees, the Board

shall determine which services are to be curtailed or eliminated, taking into consideration the need for services requested by constituent schools and other referral agencies, and the financial resources available.

The Board shall specify within services designated to be curtailed the number of positions to be eliminated. Personnel whose services will, of necessity, be terminated shall be determined within each service area by:

1. First releasing those employees temporarily certificated or approved under the Michigan Department of Education standards for reimbursable programs.
 2. If reduction is still necessary, then employees within the specific position being reduced will be released in accordance with the following factors:
- B. Notice of discontinuance of service shall be given to the employee sixty (60) days in advance. Prior to such notice, the following procedures will be followed:
1. The Association will be notified of impending layoffs at least fourteen (14) calendar days prior to the action of the Board to issue notice of discontinuance of service to employees.
 2. All information related to the financial condition of the District shall be made available to the Association for review.
 3. The Association will meet with and present to the Administration for its consideration (an) alternate plan(s) for meeting the financial needs of the District. This presentation will take place prior to the Board meeting at which notices of discontinuance are acted upon.
- C. Should the cause of the layoff be altered within one year and positions are then added, laid-off employees shall be offered the re-established positions in reverse order of their layoff.
- D. Any employee who has been laid off and has exhausted his/her accrued benefits may purchase through the Board the following:
1. Hospital-Medical protection as described in this agreement.
 2. Life Insurance as specified in Article XIX, Paragraphs A and/or B.
 3. Vision Care: As specified in Article XIX, Section J
 4. Any other insurance program provided by the Board, as allowed by the carrier.

The protection may be continued by the employee for twelve 12 months or in

accordance with the carrier's policy.

ARTICLE 17

Seniority

- A. The employee's first day or work (starting date) shall be utilized for determining seniority.
- B. If an employee resigns and returns, the seniority will include total years of service to the Shiawassee RESD.
 - 1. Leaves for illness or disability and/or extended medical leave, including maternity leave, will be continuous in determining years of service. Child care leave and all unpaid leaves do not add years of service.
 - 2. Qualifications shall include endorsements, approvals, registrations, licensure, educational level and/or experience when seniority is equal.
 - 3. If employees are tied on both seniority and qualifications for a single position, those employees involved may mutually agree, with prior approval of the Board or its designee, to share the position equally. Should either employee choose not to share the position or should the Board or its designee choose not to grant approval for them to share the position, the tie shall be broken by choosing a high or low number taken from the last four digits of the employees' social security numbers. A coin will be tossed by the Association President; heads will signify the high number, tails the low number.

ARTICLE 18

Continuity of Operation

The Association and the Board recognize that the cessation or interruption of professional services by employees is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teacher profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the employees agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work, or abstinence, in whole or in part, by any employee or group of employees) and pledge themselves to the purpose of insuring continuation of the educational program.

ARTICLE 19

Grievance Procedure

- A. A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided.
- B. If an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor either personally or accompanied by the Association Representatives.
- C. If, as a result of the informal discussion with the immediate supervisor, a complaint still exists, the employee may invoke the formal grievance procedure through the Association within fifteen (15) working days after the occurrence, or discovery of the event, on which the grievance is based on the form set forth in annexed Appendix C, signed by the grievant and/or a representative of the Association. Forms shall be available from the Association Representatives. A copy of the completed grievance form shall be delivered to the immediate supervisor and the superintendent or designee.
- D. Within five (5) working days of the receipt of the grievance, the immediate supervisor shall meet with the Association Representative in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Administration and the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting (or ten (10) working days from the date of filing, whichever shall be later) the grievance shall be transmitted in writing to the superintendent. Within ten (10) working days the superintendent or designee shall meet with the Association on the grievance and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Association. If the disposition is mutually satisfactory, the grievance shall so indicate and be signed.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted within fourteen (14) calendar days to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within thirty (30) calendar days, whichever shall be earlier, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the aggrieved and the Association.

- G. If the grievance is not settled at the level described in Section F above, the grievance may be submitted within fifteen (15) school days of the Board's decision to arbitration.
1. Within ten (10) school days after the date of the appeal to arbitration, the Board President or designee and the grievant or representative shall meet together and attempt to determine a mutually agreeable individual from the community to serve as arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) day period herein provided, either party may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
 2. The arbitrator shall hear the grievance in dispute and shall render the decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions as to the issue submitted to arbitration. The arbitrator shall confine the decision to the particular case submitted. Both parties agree to be bound by the arbitrator's award.
 3. The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of the provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be limited by the terms of this Agreement.
 4. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan Law. The arbitrator shall have no jurisdiction over a grievance which constitutes a prohibited bargaining subject.
 5. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 6. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to the grievance and arbitration procedure may be presented, heard, and resolved pursuant to the

provisions of Act 4, Public Acts of Michigan, 1937 (Ex Sess.), as amended (Tenure of Teachers Act).

7. The arbitrator shall have no authority to rule on an issue involving probationary employee evaluation, the non-renewal of an employee, or to rule on an issue involving the law. A new employee will serve a probationary period of two (2) years.
- H. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, the employee shall be reinstated with full reimbursement of all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation the same or its equivalent in money shall be paid to the employee.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance before the end of the school term or as soon thereafter as possible.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

ARTICLE 20

Insurance Protection

The Board agrees to furnish to all employees the following insurance protection:

- A. A term life insurance program shall be provided. The Board shall provide full payment of premiums. The total value of the program will be \$50,000.
- B. The Board will provide hospital-medical coverage for all employees through Blue Cross-Blue Shield or other selected carrier in accordance with the provisions below and consistent with the hard cap limitations of PA 152 of 2012. There will be an annual contract re-opener for insurance benefits only.
 1. Each employee will have hospital-medical coverage:
 - a. Hospital-medical coverage benefits shall be no less than as provided by full family, single or 2-person coverage as provided in the Plan Benefit Summary with Saver Rx Prescription Drug Plan, or in the alternative a carrier with a record of operating successfully in Michigan. (The Board in an effort to contain costs may package the health, dental, long-term disability, life and vision program provided coverage is no less than current benefit levels.)

- b. Part-time employees shall receive single subscriber coverage. Part-time employees shall be defined as employees who have signed a contract of employment providing for at least two and one-half (2½) days of work per week (20 hours) but less than five (5) days of work per week.
 - c. For 2020-2021, the Board will provide up to three variations of the same deductible plan from the selected provider MESSA. Member will pay the cost of optional abortion rider through payroll deduction.
- C. If the rates for the hospital-medical coverage are increased and the Board desires to seek one of the alternative carriers in order to contain cost, a bid request shall be prepared and conducted by a State of Michigan Licensed Insurance Counselor to ensure that such bids contain and conform to the specification of no less benefits than the specified existing level of benefits provided in the agreement between the Carrier and Shiawassee RESD, adopted in 2006.

The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure.

Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided shall commence on the first compensable working day of employees and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is employed by the Board. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.

- D. The Board shall provide for each employee a Long Term Disability Insurance Plan. Benefits shall begin on the 61st calendar day of disability or at the end of accumulated sick leave, or whichever is later. The calendar days will be counted on a modified fill elimination period. The benefits will be at 70% of the employee's monthly salary (up to a maximum of \$5,000 a month) with no offsets except primary social security, worker's compensation, and teacher retirement disability benefits. Any tax-sheltered annuities shall not be considered an offset. Benefits shall be payable to age 70 or until termination of disability, whichever occurs first. All accumulated sick days shall be used prior to the beginning of LTD benefits.

Selection of the carrier shall be made by the Board.

- E. A tax deferred annuity program shall be made available through payroll deduction.
- F. No employee is to transport students or parents as part of their work assignment without previous Board approval.

The Board will provide liability insurance coverage for the difference between the amount of coverage normally carried by employees and \$500,000 for only those employees who they require to transport students or parents by written agreement with the Board will be reimbursed for the amount of the insurance premium up to \$500,000 liability upon presentation of the paid insurance premium statement.

- G. If an employee, absent because of illness or injury, has exhausted sick leave accrual, benefits as follows shall continue throughout the balance of the contract year. (MESSA LTD will continue hospital coverage for 2 years.)

- 1. Term life
- 2. Hospital-medical coverage
- 3. Long term disability
- 4. Dental
- 5. Vision

- H. The Board shall make payment of insurance premiums for all persons employed for the full preceding school year who complete their contractual obligation to assure insurance coverage for the full twelve-month period commencing with the first date upon which coverage begins.

- I. The Board will provide a dental insurance program at the level of benefits as shown in Appendix D.

- J. The Board shall provide MESSA VSP-3 Vision Care Plan or a vision plan equal to the former and which shall be selected mutually by the Board and the Association. Any plan provided shall include internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by the carrier.

- K. Employees identified as part-time under Section B-1-b of this article shall receive the following insurance protection:

- 1. Single subscriber hospital-medical protection as provided under Section B, F, G, or H or an amount toward options as described in Section L.
- 2. Family subscriber Dental insurance as provided under Section I.
- 3. Life insurance protection as provided under Section A.

- 4. Vision insurance as provided under Section J.
 - 5. Long Term Disability protection as provided under Section D.
- L. Should a full-time employee elect to take no hospital/medical insurance coverage, the Board shall provide to in equal installments as a cash payment which is subject to current tax laws and deductions:

Number of Staff Electing	<u>Annual Payment</u>
1-5	\$2000
6-10	\$2500
11-15	\$3000
16+	\$4000

Eligible part time employees shall receive 50% of the annual payment. The employer agrees to establish a valid IRS Section 125 plan to implement this section.

All employees shall have the option of designating the above cash payment toward a tax deferred annuity program as provided in subsection E or designating such amounts toward no more than three MESSA Variable Options and/or MEAFS (Michigan Education Association Financial Services) annuities or programs. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

ARTICLE 21

Automobile Travel Costs

- A. Employees who routinely use their personal automobiles in the execution of their responsibilities shall be reimbursed according to the following formula:
 - 1. The federal IRS rate shall be posted on the RESD website. Should the federal rate change, that change would be made on the RESD website and reimbursement made accordingly.
 - 2. In addition, reasonable parking and toll charges will be reimbursed with receipt.
 - 3. Mileage shall be determined as the distance from the first work place and to any successive work stop including the last one.

ARTICLE 22

Sick Bank

A sick bank shall be established by the Association for use of the members of the bargaining unit.

For 2017-18 and forward, the sick bank will be reduced by number of days necessary to cap it a cumulative total of 250 days.

One (1) day shall be contributed by each new bargaining unit member for the first five years of employment at the beginning of each school year, or on the date of hire, whichever is later. The days shall be cumulative.

In the event that the sick bank cumulative days falls below 350 days; one (1) day shall be contributed by each bargaining unit member at the beginning of each year, or on the date of hire, whichever is later until the cumulative days in sick bank are above 350.

The sick bank will be governed by the Association, and rules for the use and governance of the sick bank shall be established by the Association. No sick bank allocations will be made for previous year absences.

The Board may appoint an observer to the sick bank committee. A copy of the rules and/or policies governing the sick bank will be provided to the district by July 1 of each year.

ARTICLE 23

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an employee in the bargaining unit heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. School Improvement is a joint planning and problem-solving process that seeks to improve the quality of life in the school and the delivery of quality instruction and support services.

It is agreed that in the event school improvement plans or proposals conflict with provisions of this agreement, both parties shall negotiate a resolution through an amending Letter of Agreement.

- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of the Agreement titled "Professional Agreement between the Shiawassee Regional Education Service District and the Shiawassee Intermediate Education Association, MEA-NEA , "shall be printed at the expense of the Board within thirty (30) days after the Agreement is ratified by both parties and presented to all employees now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish fifteen (15) copies of the Agreement to the Association for its use.
- G. At the termination of employment, the employee can request and will receive any transcripts he has personally supplied for his personnel file and used by the Board.
- H. It is agreed that an ongoing mechanism will be created involving representatives of the Board and the Association to provide an ongoing dialogue relative to issues that impact on productivity, efficiency, cost effectiveness and cost savings that might better serve our staff, our organization and the districts we serve.
- I. An emergency manager appointed under the Local Financial Stability and Choice Act, PA 436 of 2012 shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in that Act.

ARTICLE 24
Duration of Agreement

This Agreement shall be effective July 1, 2021 and shall continue in effect until June 30, 2024.

Shiawassee Intermediate Education
Association

BY:



Heather Meyer

BY:



Caroline Louchart

Shiawassee Regional Education Service
District

BY:



David Schulte

Date: June 28, 2021

APPENDIX A-1

Salary Schedule

15 STEP SCHEDULE 21-22					
Step	BA	BA +	MA	MA +15	MA 30
1	40,120	41,431	42,742	43,254	43,765
2	42,021	43,500	44,979	45,491	46,003
3	43,923	45,569	47,215	47,729	48,240
4	45,824	47,638	49,452	49,966	50,477
5	47,725	49,707	51,688	52,203	52,714
6	49,626	51,776	53,925	54,440	54,951
7	51,527	53,845	56,162	56,678	57,189
8	53,428	55,914	58,398	58,915	59,426
9	55,330	57,983	60,635	61,152	61,663
10	57,231	60,052	62,871	63,389	63,900
11	59,132	62,121	65,108	65,626	66,138
12	61,033	64,190	67,344	67,864	68,375
13	62,934	66,259	69,581	70,101	70,612
14	64,836	68,328	71,818	72,338	72,849
15	66,737	70,397	74,054	74,575	75,086

***2% off-schedule payment for staff Step 15 salary schedule who do not move steps**

1,335.00	1,408.00	1,481.00	1,492.00	1,502.00
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15 STEP SCHEDULE 22-23 (w/ 1% Increase)					
Step	BA	BA +	MA	MA +15	MA 30
1	40,521	41,846	43,170	43,687	44,203
2	42,442	43,935	45,429	45,946	46,463
3	44,362	46,025	47,687	48,206	48,722
4	46,282	48,115	49,946	50,466	50,982
5	48,202	50,204	52,205	52,725	53,241
6	50,122	52,294	54,464	54,985	55,501
7	52,043	54,384	56,723	57,244	57,761
8	53,963	56,473	58,982	59,504	60,020
9	55,883	58,563	61,241	61,764	62,280
10	57,803	60,653	63,500	64,023	64,539
11	59,723	62,742	65,759	66,283	66,799
12	61,644	64,832	68,018	68,542	69,059
13	63,564	66,922	70,277	70,802	71,318
14	65,484	69,011	72,536	73,062	73,578
15	67,404	71,101	74,795	75,321	75,837

***2% off-schedule payment for staff Step 15 salary schedule who do not move steps**

1,348.00	1,422.00	1,496.00	1,506.00	1,517.00
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15 STEP SCHEDULE 23-24 (w/ 1% Increase)					
Step	BA	BA +	MA	MA +15	MA 30
1	40,927	42,264	43,601	44,124	44,645
2	42,866	44,375	45,883	46,406	46,927
3	44,805	46,485	48,164	48,688	49,209
4	46,745	48,596	50,446	50,970	51,492
5	48,684	50,706	52,727	53,252	53,774
6	50,624	52,817	55,009	55,535	56,056
7	52,563	54,927	57,290	57,817	58,338
8	54,502	57,038	59,572	60,099	60,620
9	56,442	59,149	61,854	62,381	62,903
10	58,381	61,259	64,135	64,663	65,185
11	60,321	63,370	66,417	66,946	67,467
12	62,260	65,480	68,698	69,228	69,749
13	64,199	67,591	70,980	71,510	72,031
14	66,139	69,701	73,261	73,792	74,313
15	68,078	71,812	75,543	76,074	76,596

***2% off-schedule payment for staff Step 15 salary schedule who do not move steps**

1,362.00	1,436.00	1,511.00	1,521.00	1,532.00
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MERIT PAY

Teachers receiving an evaluation of highly effective will receive a \$100 one-time payment in the last pay of the year. Teachers receiving an evaluation of minimally effective will have a \$100 one-time deduct from their last pay.

APPENDIX A-2

1. To qualify for Bachelor's Degree+ an employee must present evidence of having completed a minimum of 18 graduate credit hours following the attainment of a Bachelor's Degree.
2. To qualify for a Master's Degree, one must show proof of a 30 graduate credit Master's degree.
 - B. To qualify for a Master's + 15, one must show proof of a 30 graduate credit hour Master's degree + 15, or a 45 graduate credit Master's degree or higher.
 - C. To qualify for a MA + 30/ED SPEC. one must show proof of a 60 graduate credit hour or greater Master's degree or Ed. Specialist degree.
3. A written statement from the professional employee advising that certain credits have been earned to qualify for a higher level on the salary schedule must be submitted to the administration before September 1. An official college transcript of credits must be submitted before October 1, or the salary increase paid will be deducted from the next check. To qualify for a level increase, credits must be earned, or advance degree attained before September 1 of the contract year.
4. All credits beyond a degree must be appropriate to the area of service to advance the level of salary, (to be determined by the administration).
5. Anyone hired before the 2002-2003 school year will not be adversely affected by this change in Salary Schedule.

NOTE: Persons possessing a Ph.D., or Ed. D. shall be compensated at four hundred dollars (\$400) above the appropriate step of the MA+30/Ed. Spec. scale.

LONGEVITY SCHEDULE

Beginning with the 2017-18 school year, employees shall receive longevity compensation in accordance with the following schedule based on the completed number of years earned with employment with Shiawassee RESD. The compensation begins the following years.

Additional Compensation

15, 16 or 17 years	\$1,825.
18, 19 or 20 years	\$2,125.
21, 22, or 23 years	\$2,425.
24 or more years	\$2,725

Appendix B-1

Shiawassee RESD Calendar 2021-2024

TOTAL NUMBER OF STUDENT DAYS	180
TOTAL NUMBER OF STAFF DAYS	185

For 2015-2016 School Year Calendar: Within the 185 day calendar, the last work day afternoon will conclude in consultation with your supervisor and expected work is completed.

In the interest of facilitating the establishment of a coordinated countywide calendar, the Association and the Board of Education mutually agree to follow the Shiawassee County Common Calendar Agreement. In the event that the common calendar is modified, the Shiawassee RESD Board of Education and the Shiawassee County Intermediate Education Association agree to adjust the school calendar to coincide with the new common calendar.

Where appropriate, calendars for classroom program(s) shall be established by mutual agreement between the classroom teacher(s) and immediate supervisor by October 1 of the school year.

No less than sixty (60) days prior to an event, the Association and the Administration will mutually agree on a date to be used for district-wide staff development/school improvement, to be used during the school year.

If the State law changes to require 180 days of instruction this agreed upon calendar shall revert back to 180/185 days with no additional remuneration.

2021-2022

SRES D

July '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August '21						
Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						9

September '21						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						20

October '21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						21

November '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						19

December '21						
Su	M	Tu	W	Th	F	Sa
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						13

January '22						
Su	M	Tu	W	Th	F	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					20

February '22						
Su	M	Tu	W	Th	F	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
						19

March '22						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						19

April '22						
Su	M	Tu	W	Th	F	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

May '22						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						20

June '22						
Su	M	Tu	W	Th	F	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						0

1.5 Days PLC for Teachers count toward 5 days total of PD

185 Total Staff Days

180 Total Students Days

No Students/No Staff

Prof Dev-No Students*

Students days per month

1.5 Days of PLC/Committee work count toward Non-teaching Staff PD

Planning Time-No Students

*Actual PD time TBD

First and Last

Students Day

Version 5

2022-2023

SRES DRAFT VERSION 1

July '22						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August '22						
Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						10

September '22						
Su	M	Tu	W	Th	F	Sa
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						20

October '22						
Su	M	Tu	W	Th	F	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					21

November '22						
Su	M	Tu	W	Th	F	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
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27	28	29	30			
						19

December '22						
Su	M	Tu	W	Th	F	Sa
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18	19	20	21	22	23	24
25	26	27	28	29	30	31
						14

January '23						
Su	M	Tu	W	Th	F	Sa
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February '23						
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19	20	21	22	23	24	25
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March '23						
Su	M	Tu	W	Th	F	Sa
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19	20	21	22	23	24	25
26	27	28	29	30	31	
						18

April '23						
Su	M	Tu	W	Th	F	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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30						20

May '23						
Su	M	Tu	W	Th	F	Sa
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						20

June '23						
Su	M	Tu	W	Th	F	Sa
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25	26	27	28	29	30	
						0

1.5 Days PLC for Teachers count toward 5 days total of PD

185 Total Staff Days

180 Total Students Days

No Students/No Staff

Prof Dev-No Students*

Students days per month

1.5 Days of PLC/Committee work count toward Non-teaching Staff PD

Planning Time-No Students

*Actual PD time TBD

First and Last

Students Day

2022-2023

SRES DRAFT VERSION 2

July '22						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August '22						
Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30	31			
						5

September '22						
Su	M	Tu	W	Th	F	Sa
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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October '22						
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30	31					21

November '22						
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27	28	29	30			
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December '22						
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25	26	27	28	29	30	31
						14

January '23						
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29	30	31				
						19

February '23						
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5	6	7	8	9	10	11
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						18

March '23						
Su	M	Tu	W	Th	F	Sa
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5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30	31	
						17

April '23						
Su	M	Tu	W	Th	F	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						19

May '23						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						22

June '23						
Su	M	Tu	W	Th	F	Sa
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18	19	20	21	22	23	24
25	26	27	28	29	30	
						6

1.5 Days PLC for Teachers count toward 5 days total of PD

185 Total Staff Days

180 Total Students Days

No Students/No Staff

Prof Dev-No Students*

Students days per month

1.5 Days of PLC/Committee work count toward Non-teaching Staff PD

Planning Time-No Students

*Actual PD time TBD

First and Last

Students Day

2023-2024

SRES D

July '23						
Su	M	Tu	W	Th	F	Sa
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August '23						
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		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						6

September '23						
Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28	29	30
						19

October '23						
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29	30	31				
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November '23						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
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19	20	21	22	23	24	25
26	27	28	29	30		
						19

December '23						
Su	M	Tu	W	Th	F	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						13

January '24						
Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						20

February '24						
Su	M	Tu	W	Th	F	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						19

March '24						
Su	M	Tu	W	Th	F	Sa
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						15

April '24						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						22

May '24						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						22

June '24						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						3

1.5 Days PLC for Teachers count toward 5 days total of PD

185 Total Staff Days

180 Total Students Days



No Students/No Staff



Prof Dev-No Students*



Students days per month

1.5 Days of PLC/Committee work count toward Non-teaching Staff PD

Planning Time-No Students

*Actual PD time TBD



First and Last

Students Day

APPENDIX B – 2
Shiawassee County Common Calendar Agreement
2019-2024—Updated 4/9/2021

1. Start date for all Shiawassee County students will coincide with the first day of Fall semester classes for Lansing Community College. For 2019-2020, August 22, 2019. For 2020-2021, August 21, 2020. For 2021-22, tentatively August 19, 2021. Dates for 2022-23 and 2023-24 will be determined at a later date. Districts that cannot take advantage of this MDE approved start date waiver due to construction projects only will begin no later than the Tuesday after Labor Day and follow the same winter and spring break protocol. For the 2021-2022 school year due to the COVID-19 pandemic complexities and needed preparation, districts that cannot start school on August 20, 2021 may begin no later than the Tuesday after Labor Day but must follow the same winter and spring break protocol. Notification of any change of start date requires notification to the SRESA Superintendent.
2. The following days shall be recognized and observed as holidays: Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Good Friday and the Friday before Labor Day.
3. Winter Break dates will be determined in accordance with the following schedule:

When Christmas Falls on:	Last Day of School:	School Resumes:
Sunday	December 20	January 4
Monday	December 19	January 3
Tuesday	December 21	January 7
Wednesday	December 20	January 6
Thursday	December 19	January 5
Friday	December 18	January 4
Saturday	December 17	January 3

4. Spring break will be scheduled the last week of March unless March 31 falls on a Saturday or Sunday in which case break will be held the week before March 31.
5. The following days **are suggested** professional development opportunities:
 - *Day(s) prior to first student day
 - *Second Wednesday in October
 - *November 15th
 - *Wednesday prior to Thanksgiving weekend
 - *Martin Luther King Day (3rd Monday in January)
 - *Friday prior to President's Day
 - *Second Wednesday in March

Implementation

June 2019, Updated 3/2/2020, Updated 8/10/2020, Updated 4/9/2021

**APPENDIX C
GRIEVANCE REPORT FORM**

Shiawassee Regional Education Service District

Grievance # _____ (Submit to Supervisor in Duplicate)

Distribution of form: 1. Superintendent 2. Supervisor 3. Association 4. Grievant

Assignment _____ Name of Grievant _____ Date Filed _____

STEP 1

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance: _____

2. Relief Sought _____

Signature Date

C. Disposition by Supervisor: _____

Signature Date

D. Position of Grievant and/or Association: _____

Signature Date

STEP 2

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature Date

APPENDIX C (Continued)

C. Position of grievant and/or Association: _____

Signature Date

STEP 3

A. Date received by Board of Education or Designee: _____

B. Disposition by Board: _____

Signature Date

C. Position of grievant and/or Association: _____

Signature Date

STEP 4

A. Date submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature of Arbitrator Date of Decision

APPENDIX D

Dental Benefit Structure

MESSA

Shiawassee Regional Education Service District

<p align="center">Class I 100%</p>	<p align="center">Class II 90%</p>	<p align="center">Class III 90%</p>	<p align="center">Class IV 90%</p>
<p>Diagnostic</p> <ul style="list-style-type: none"> • Oral Examination • Prophylaxes • Topical Fluoride • Emergency Palliative • 2 Cleanings per year 	<p align="center"><u>Basic Services</u></p> <ul style="list-style-type: none"> • Radiographs • Restoratives • Crowns Jackets • Oral Surgery • Endodontic Services • Periodontal Services 	<p align="center"><u>Prosthodontics</u></p> <p>Procedures for the construction of fixed bridgework partial and complete dentures</p>	<p align="center"><u>Orthodontics</u></p> <p>Necessary treatment and procedures required for the correction of malposed teeth to age 19</p> <p align="center">Initial exam, radiographs and extractions are covered under Class I</p> <p align="center">No adult orthodontics</p>
<p align="center">\$2,000 Class I, II, and III Annual Maximum Per Person</p>			<p align="center">\$2,000 Class IV Lifetime maximum per person</p>