

# **Master Agreement**

**Between the  
Eaton Intermediate Education Association,  
ECEA/MEA/NEA**

**and the**

**Eaton Regional Education Service Agency**

**Charlotte, Michigan**

**July 1, 2022 – June 30, 2024**

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This Agreement entered into as of the 1<sup>ST</sup> day of July 2022, by and between the Board of Education of the Eaton Regional Education Service Agency in the County of Eaton, Michigan, hereinafter called the "Board," and the Eaton Intermediate Education Association, ECEA/MEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS: The Board functions within the powers and duties delegated by State and Federal Law and is solely responsible for the adoption of policy, and

WHEREAS: The Board and the Association have statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, and conditions of employment, and

WHEREAS: The parties have reached certain understandings, which they desire to confirm in the Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

## ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all regularly employed full-time and part-time professional personnel, excluding all persons working full- or part-time in any of the following positions:
- All supervisory or administrative personnel including, but not limited to, the Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals and Supervisors;
  - All executive and business office personnel including, but not limited to, executive support, finance/accounting, payroll, human resources, facilities, receptionist;
  - All support personnel including, but not limited to, paraprofessionals, classroom assistants, administrative and program assistants and information technology support employees;
  - Maintenance and custodial employees, per diem employees, temporary employees, contracted employees, substitutes and CTE Coordinator.
- B. The term "employee," when used in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit, and references to male employees shall include female employees.
- C. The term "teacher," where used in this Agreement, shall refer to those employees within the bargaining unit who are certificated teachers and whose employment is regulated by the Teachers' Tenure Act.
- D. The term "related services" employee shall refer to those employees within the bargaining unit who are not certificated teachers whose employment is not regulated by the Teachers' Tenure Act.
- E. The term "provisional" shall mean all first, second and third year Related Services employees.
- F. The term "Board" shall include its officers, members, or delegated agents.
- G. With regard to the bargaining unit referenced above, the Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement.
- H. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan Revised School Code, and applicable State Statutes. The rights granted to either hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II: BOARD RIGHTS

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Eaton Regional Education Service Agency consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

The supervision, direction and control of the management and administration of the school system, its properties and facilities.

The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline Related Services employees for reasonable and just cause; and to promote and transfer all employees.

The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.

The selection of textbooks and teaching materials, and various teaching aids.

The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.

- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by the express provisions of this Agreement.

### ARTICLE III: ASSOCIATION & PERSONNEL RIGHTS

- A. The facilities and office equipment of the District shall be available to the Association for the transaction of Association business. The use of the facilities and equipment shall be scheduled with the Superintendent or designee; shall not interfere with normal operations; and any expense involved shall be borne by the Association.
- B. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees covered by this Agreement, salaries paid thereto and educational background, together with information which may be necessary to process any grievance or complaint by the Association.
- C. The 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 discrimination with respect to the professional employment of such employee, as long as this does not interfere with the employee's ability to deliver his/her services.
- D. The Board shall place on the agenda of each regular Board meeting any matters brought to its attention by the Association, provided those matters are made known to the Superintendent's office one (1) week prior to said meeting. The Association will be provided with copies of Board agendas and minutes upon request to the Superintendent. In addition, Board agendas and minutes will be posted on the central office bulletin board upon completion.
- E. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employee rights and responsibilities. The Association also agrees to abide by the Board of Education written policies and procedures not inconsistent with the terms of this Agreement.
- F. The Association agrees that the employees shall have the right to join any employee organization, but membership in an employee organization shall not be required as a condition of employment.

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, savings bonds, United Fund, IRS Section 457, Section 529 and Section 403(B), or any other plan mutually approved by the Board and the Association.

- G. The private life of an employee is his/her own affair unless his/her conduct shall adversely affect his/her relationship with students or the discharge of his/her professional duties.
- H. All communications obtained from a student or client by an employee in the course of his/her 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 outside the school system unless said disclosure has been determined to be required by law. Within the school system it may be necessary in cases of emergency to share communications of a confidential nature with the immediate supervisor who will make the determination as to whether the information should be subject to further disclosure. Such information, once revealed, shall not be considered cause for discipline or dismissal of the Related Services

employee who obtained the information nor may any reference to such information become part of any personnel record of the employee who obtained the information.

- I. The Board hereby agrees that it will comply with Federal laws prohibiting discrimination and with all requirements imposed by or pursuant to regulations of the United States Department of Education. Therefore, it shall be the policy of the District that no person on the basis of race, color, religion, natural origin, age, sex, height, weight, or marital status shall be discriminated against, excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any federally funded program or activity for which the employee is responsible or for which it receives federal financial assistance from the U.S. Department of Education. This policy of non-discrimination shall also apply to otherwise qualified individuals with disabilities. See Appendix A-12.

## ARTICLE IV: CASELOADS, ASSIGNMENTS & WORKING HOURS

- A. It is hereby acknowledged that the professional nature of the employee's assignment requires work outside the regular (on school premises) scheduled day. It is also acknowledged that there is variation in schedule between programs in order to serve diverse student and constituent school needs. The minimal on-site requirements are seven and one quarter (7.25) professional working hours per day as necessitated by the students being served, unless otherwise dictated by program priorities. Recognizing the increases in hours of pupil instruction required by the State, the parties do hereby agree that those minimums will be met in each year of this contract.
1. Meadowview Staff:
    4. Pupil contact time for each individual teacher will be at least the minimum hours requirement in the current Pupil Accounting Manual per day.
    2. Teachers shall have the option of a fifteen (15) minute break in both the morning and the afternoon or a one-half (½) hour duty-free lunch period.
    3. Teachers who elect a duty-free lunch period may be required to arrange their duty free lunch outside of student lunch periods. If teachers cannot take a duty-free lunch due to educational program requirements, equivalent time may be credited at the end of the school day.
    4. One hour of planning time per week shall be provided during pupil contact time in the manner determined by the Administration.
  2. ERESA Emotional Impairment Program Teachers:
    - a. Pupil contact time for each individual teacher will be at least the minimum hours requirement in the current Pupil Accounting Manual per day.
    5. Teachers shall have a one-half (½) hour duty-free lunch period.
    6. Teachers who elect a duty-free lunch period may be required to arrange their duty free lunch outside of student lunch periods. If teachers cannot take a duty-free lunch due to educational program requirements, equivalent time may be credited at the end of the school day.
  3. Employees shall work not less than one hundred eighty-four (184) work days within the school year for ERESA regardless of the number of work days in the constituent district(s) to which they are assigned. Employees assigned to a specific constituent school district shall work the daily schedule and calendar of the District (or Districts) to which he/she is assigned. In those cases where an employee is assigned to more than one constituent district and the non-work days of those constituent district(s) do not coincide, the ERESA calendar shall prevail. Any balance of work days within a school year for which the employee is obligated to ERESA (i.e., 184 work days less work days in constituent school district(s) to which the employee is assigned) shall be utilized for preparation, professional development and other job related responsibilities as designated by ERESA. The ERESA reserves the right to schedule required staff development activities for up to five (5) days during each school year.



4. Workdays shall end one-half (½) hour earlier on Fridays and days preceding holidays provided students are not left unsupervised.
  5. All Calendars for the various programs are listed in the appendices.
  6. Unless otherwise mutually agreed or stated in this Article, the 2023-2024 calendars shall contain the same number of days, format and schedule (student and staff) as in 2022-2023.
- B. Part-time employees shall have a set schedule that conforms with all the provisions of the Professional Agreement.
- C. It is the employee's responsibility to keep his/her schedule updated on a weekly basis.
- D. Each employee shall be assigned duties and responsibilities by his/her immediate supervisor. Guidelines published by the Michigan Department of Education and/or restrictions of funding agencies will be considered in developing staffing patterns and assignments.
- E. Conditions for extended employment:
1. Related Services assignments in addition to the normal working schedule during the regular school year or summer programs shall be voluntary. Extended and summer programs Related Services assignments will be offered to incumbent employees of the program prior to in-house posting of the position(s). Incumbent employees shall have five (5) days to indicate their interest in extended employment. Should no qualified bargaining unit employee desire the Related Services position, non-bargaining unit employees may be hired.
  2. Summer support Related Services positions traditionally not filled by bargaining unit employee may continue to be filled from outside the regular staff except that such positions will be offered to regular year employees if they are laid off and qualified for a summer support job. Employment in a summer support Related Services position shall not constitute a recall from layoff.
  3. Compensation for positions described in Section E-1 will be in accordance with the salary schedule as set forth in Article XIII. For programs, which may be subject to hourly pay or per diem salary, due to the nature of special funding, the greater of the two amounts will be paid, unless such payment will jeopardize the establishment of the program. In such case, the parties agree to meet and negotiate the compensation to be established for the position.
- F. Except in emergency situations, no Related Services employee shall be assigned, without his/her consent, outside the professional discipline for which he/she is qualified and/or certified.
- G. All Related Services employees shall be given written notice of their tentative assignments for the forthcoming year no later than July 1 of the summer preceding the school year. In the event that changes in such assignments are necessary, all Related Services employees affected shall be consulted promptly or notified by registered or certified mail.
- H. Employees, who by the nature of their work, must make parent contacts, attend meetings, or otherwise perform duties that cannot be accomplished during regular school hours, may be allowed to rearrange their daily schedules with administrative approval if the time involved in such parent contact, meeting or duties warrant such a rearrangement.

- I. Circumstances, other than those referenced in Section H above, which may provide the basis for more flexible scheduling of professional responsibilities, shall be submitted to the immediate supervisor in writing. In order to establish the flexible scheduling, the bargaining unit employee shall:
  1. Provide a brief description of the process to be used in communicating with the immediate supervisor.
  2. Provide a brief description of how the professional responsibilities are to be completed.
  3. Schedule the work time designating the days, hours and site(s) on which said services will be rendered.
  4. Submit the foregoing to the immediate supervisor for his/her approval at least thirty (30) days in advance of the date on which the proposal is to be effected.
  5. Should the immediate supervisor withhold approval, the reason shall be stated and such denial shall be for reasonable cause.
- J. Each employee shall be responsible for maintaining the proper files for services rendered and such permanent reports as are required by the Board.
- K. If conditions beyond the control of school authorities, such as severe weather, cause the closing of schools, the following procedure will be followed:
  1. If Charlotte, Eaton Rapids and Grand Ledge are closed, employees need not report to assigned buildings or districts or the Eaton Regional Education Service Agency office, except as provided in Section K-2 below. If any of these three (3) districts are open, employees are to report to the assigned building or district if it is open.
  2. The Superintendent shall be able to use his/her discretion to close or delay the Eaton Regional Education Service Agency office and/or Eaton RESA district programs in the case Charlotte, Eaton Rapids, and Grand Ledge do not all close.
  3. Staff/related service provider(s) assigned to a constituent district shall not report if that district is closed. In cases where staff work in multiple districts, they will report only to those districts that are open. It is agreed that we will continue our practice of ensuring that no ERESA students are left unsupervised as a result of inclement weather school closings.
  4. If uncertain, it is the employee's responsibility to determine the situation by calling the office of his/her immediate supervisor.
  5. When a local school district is closed before the end of the normal workday because of inclement weather, the itinerant employee shall be released from professional responsibilities at the same time that local professional staff are released.
  6. In the event an employee has requested a sick leave day or a personal leave day when he/she is not required to report as per the above, he/she shall suffer neither loss of salary nor loss of leave time.
  7. It is understood that except as required by law, bargaining unit employees will not be required to work beyond the negotiated calendar established in this Master

Agreement due to the "closing" of the ERESA or local school districts. The State School Aid Act forgiveness days do not apply to GSRP staff.

L. Employees assigned to schools which, for reason of strikes or work stoppage or withholding of services are not in session, shall be reassigned by the Board.

M. Each Related Service employee shall be assigned duties and responsibilities, including caseloads, consistent with caseload recommendations and other program requirements defined within the rules and regulations promulgated by State and Federal agencies.

The District will seek to ensure that all caseloads are balanced within a specific program area. Both parties understand that fluctuations in caseloads will occur. However, if an overload occurs for more than 10 student the supervisor will meet with the impacted employee to determine how the caseload will be brought back in line with the guidelines, within 2 student days. The supervisor will do the following to alleviate the overload:

1. Shift students to balance the loads where practical; or
2. Bring in a substitute to alleviate the overload.

N. In recognition of the concept that a professional's day is not a fixed time period, but must be fluid to enable the staff the ability to perform the duties of the job, professional working hours shall be an acceptable practice. This shall not mean the hours of Article IV, Section A (Caseloads, Assignments and Working Hours) are increased or decreased. The flexibility is designed to meet the changing demands of the District's clients.

## ARTICLE V: WORKING CONDITIONS

- A. The Board agrees to make available telephone service, typing and duplicating facilities and/or software or technology within available resources to aid employees in the preparation of instructional materials, case reports and correspondence, all of which must be job related.
- B. The Board recognizes that adequate and non-hazardous working space is necessary in each building where itinerant Related Services employees work. The Superintendent, or designee, will make recommendations to local school districts on these needs and will cooperate as fully as possible with the Related Services employee and the local school board to provide them. Upon the employee's request, the Superintendent or designee will conduct an on-site inspection/investigation. Should it be determined that the workspace is not safe or unhealthy or doesn't comply with legal requirements, the employee shall not be required to provide services in the affected area until the situation is corrected.
- C. Conditions that are considered hazardous shall be reported immediately to an immediate supervisor and Human Resources. Employees will not be expected to perform services under conditions recognized by appropriate governmental agencies as hazardous to health or safety. Conditions may include materials or substances, as well as conduct of students or other adults.
- D. Any employee who feels that existing facilities are inadequate may file a written statement with the Board specifically outlining needed improvements. The Board agrees to confer with the local superintendents and/or principals regarding any reported deficiencies that may exist. Such conference will be held at the earliest possible time.
- E. The Board recognizes the need for and the importance of the use of professional reference materials by its employees. The purchase of such material shall be in accordance with the standard requisition procedures of the District. Further, it is agreed that with Internet access, the need for hard copy materials has significantly lessened.
- F. The Board also agrees to provide testing equipment, play equipment, and other job related equipment as requested and administratively approved.
- G. Employees will substitute only in the event of an emergency or as a professional courtesy. Such substituting will not alter the working schedule or the financial arrangements of the employee.

## **ARTICLE VI: PROFESSIONAL QUALIFICATIONS OF RELATED SERVICES STAFF**

- A. Professional employees shall meet and maintain the legal and professional standard and qualifications required by the revised school code, the MDE rules for special education programs and services, and such other laws and regulations as are applicable to the operation of the RESA.
- B. Qualified is defined as possessing those requirements as outlined in the job description and/or required by law or program grant. Requirements shall be those reasonably required to perform the duties of the position. Modifications in the job description, other than those required by law or program grant, shall not serve to disqualify an employee who holds the position at the time modifications are instituted. Those requirements outlined in a job description in effect preceding an official layoff action shall be controlling when implementing the layoff procedure.
- C. "Certification" shall be defined as possessing a valid Michigan certificate as recognized by the State of Michigan. If the position does not require certification, the employee shall hold the necessary approvals, authorizations or licenses for the assignment.
- D. It shall be the responsibility of the employee to ensure that his/her certification and qualification data are kept current in his/her personnel file. Such data shall be submitted prior to August 1 and February 1 each year in order to effect a change on the seniority list.

## ARTICLE VII: RELATED SERVICES VACANCIES, PROMOTIONS & TRANSFERS

- A. For purposes of this Agreement as it relates to "Related Services" employees, a vacancy shall be defined as a newly created position or a position, which has been occupied by an employee who will not be employed for the ensuing year. However, a position which is unfilled due to the absence of an employee who has an enforceable right to return to that position pursuant to the Master Agreement between the Board and the Association, or any other legally enforceable right, shall not constitute a permanent vacancy.

The parties do hereby recognize the right of the Employer to assign Related Services employees to any program in a local district if the assignment is in the compelling best interest of students and families served by Eaton RESA without such assignment being considered a transfer. A transfer is defined as a change in assignment from district to district, or from building to building within a local district. The employer, Association and employee will discuss and consider the effects on the employee prior to the assignment or transfer.

- B. Between June 15 and August 15, whenever a new Related Services vacancy arises or is anticipated, written notice shall be provided to the Association within seven (7) calendar days. The Board shall post notice of such vacancy on the District's website and via email to EIEA staff for ten (10) workdays prior to filling said vacancy. A copy of same will be sent by registered mail to all Related Services employees on leave and layoff status, who have on file the matching certification and qualifications for the vacancy. Workdays shall be defined as days that the central office is open for business.

Related Services vacancies for the current year occurring on or after August 15 and on or before June 15 shall be posted on the District's website, and via email to EIEA staff, for five (5) workdays in order to reduce disruptions in service. However, vacancies occurring during the current year to be filled for the subsequent school year shall be posted for ten (10) workdays.

Any new Related Services or supervisory positions shall be posted with accompanying job descriptions. If the posted job requirements are changed, the position shall be reposted with the new qualifications.

- C. The rights created under this Article may not be exercised in such a manner so as to exclude the employment of a Related Services employee who has more unit seniority than another Related Services employee requesting transfer.
1. All Related Services employees who possess bargaining unit seniority, whether actively employed in the unit, on leave or layoff, who desire to return to the unit, shall be employed and assigned on the basis of seniority, certification and qualification until all bargaining unit positions are filled.

A Related Services employee who has voluntarily been placed in a part-time position shall have a right to continue only on a part-time basis, subject to possession of necessary seniority, certification and qualification. Such voluntary part-time bargaining unit Related Services employees may apply for transfer to a vacancy in a full-time position in accordance with this article.

Any bargaining unit employee may apply for a Related Services vacancy. In filling such vacancy with a bargaining unit employee, the board agrees to give due weight to professional background and attainments and the length of time each Related Services applicant has been employed by the District. Where certification, qualification and professional background of Related Services employee are essentially equal, a vacancy will be awarded to the most senior applicant. The decision shall be made by the Superintendent or his/her designee. All applicants currently employed by the board shall be notified of the decision in writing.

A wage requirement based upon a grant wage limitation may be utilized by the Superintendent when necessary to fill a vacancy.

D. For the purposes of this agreement as it relates to "Related Services" employees, a temporary vacancy shall be defined as a bargaining unit position, which is anticipated to be unfilled for sixty (60) or more workdays. Temporary vacancies, which the District plans to fill, will be posted.

1. The Employer agrees to offer temporary vacancies to Related Services bargaining unit employee in accordance with section C-1 of this article.

If a temporary vacancy is filled from within the Related Services staff, the bargaining unit employee involved will revert back to his/her original position at the end of the leave in question.

Should there be no qualified Related Services staff employee for the position, the employer shall be entitled to hire a substitute to fill said vacancy.

For purposes of this section, qualification shall be defined as possessing the requirements outlined in the job description or requirements as modified by the Board.

E. In filling vacancies in administrative positions, the Board shall consider the professional background and attainments of all applicants from within the District as well as applicants from outside the District. The parties recognize, however, that the filling of vacancies in administrative and supervisory positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final and not subject to the grievance procedure.

F. Requests by a Related Services employee for transfer shall be made in writing, one (1) copy of which shall be filed with the Board and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfers, the position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board. Transfer requests will not take the place of proper application for positions defined as vacancies. Vacancies will be filled as described in Sections B and C.

G. A Related Services employee who wishes to be considered for a vacancy shall apply on-line.

H. Temporary involuntary transfer of Related Services employees will be made only in case of emergency and when a qualified professional is not available to prevent undue disruption of RESA services.

1. The board shall notify the affected Related Services employee and the association of the reason for such transfer.

Any Related Services employee affected by an involuntary transfer will be provided the option of returning to his/her original position at the beginning of the next school year.

- I. Special talents or expertise needed for the implementation of a new program, not found on the school District staff, should be sought through retraining of existing staff whenever practical.
- J. If a Related Services employee and the administration mutually agree that the employee will move from his/her current assignment to an assignment in a new pilot or experimental program (as determined by the administration), the affected Related Services employee shall have the right to return to his/her former assignment at the end of the pilot or experimental program. During that year, the Related Services employee's former assignment will be considered a temporary vacancy under article viii, section d (vacancies, promotions and transfers). Should the regular Related Services employee opt to stay in the pilot or experimental program after the first year, his/her former assignment shall be posted in accordance with this Article. If the regular Related Services employee teacher chooses to voluntarily return to his/her previous position without regard to the continuation of the program, the notice to return must be given in writing no later than April 1<sup>st</sup>.



## ARTICLE VIII: ILLNESS & DISABILITY

- A. At the beginning of each school year, each employee shall be credited with eight (8) days of sick leave based on the base 184 day contract. The allocation will be individually prorated based on scheduled contract days. Any unused portion of the sick leave will accumulate up to a total of one hundred and twenty (120) days. For accounting purposes, one (1) full day is equivalent to the employee's regularly scheduled hours.

Employees working under extended contracts shall be credited with additional sick leave at the rate of one (1) day per month or a prorated portion thereof.

Negative days resulting from sick bank assessment may be carried until such time as a balance of days has accrued. The employee may use all or any portion of the sick leave to recover from:

1. His/her own illness or disability.
2. Emergency leave may be used for the following:
  - a. Illness in the immediate family.
  7. To arrange medical or nursing care for a member of the immediate family.
  8. Immediate family shall be defined as: spouse, children, mother, father, father in-law, mother in-law, brothers, sisters, grandparents, aunts, uncles and significant others (who shall be defined as someone living within the employee's household whose significance is equivalent to that of a spouse).

Since regular, reliable and punctual attendance is an essential function of every assignment, when the District has reason to suspect abuse of sick leave (such as a recurring pattern of absences), Human Resources may require a statement of reasons for such absences. If deemed necessary after providing a statement, verification of the need for such absences may be requested.

- B. The Board shall provide each employee with a statement at the beginning of each school year setting forth the additional number of sick leave days in his/her account, subject to proration, as noted in A above. The Employer agrees to record the employee's accumulated sick leave allowance in the electronic payroll system. Deductions shall be made for all absences during work hours.
- C. If an employee resigns or retires with a negative accumulation of sick days, an amount equal to the employee's daily rate times the negative sick day accumulation may be deducted from any pay owed to the employee prior to issuing a final paycheck.
- D. A Short-Term Paid Medical Leave is hereby established for the purpose of creating additional illness days for an employee's serious health condition and determining both the parameters and the individual cases for disbursing such days.
1. Human Resources shall have the authority to grant leave in accordance with the Guidelines, which is attached hereto as Appendix A-13.
  2. Human Resources shall have the authority to grant leaves to a maximum of twenty (20) days per person per year, provided that the applicant has at least ten consecutive years of service with the District. If the employee has five to less than ten (10) consecutive years of service with the District, they may be granted leaves to a maximum of fifteen (15) days per person per year and employees with one to

less than five consecutive years of service may be granted leaves to a maximum of ten (10) days per person per year.

3. Human Resources may require the employee to submit a physician's statement verifying the medical necessity for the leave, setting forth the specific disability or illness and the expected length of absence.
4. Upon rejection of a Short-Term Paid Medical Leave request by Human Resources, an employee may request that a committee be called to review the request. Upon filing a request for the committee to meet and review the employee's request, the employee is thereby authorizing the full committee to have access to the medical reason and verification. The committee would be comprised of 2 administrators and 2 association representatives. The Committee will make a recommendation to the Superintendent, who shall have the final decision. The Superintendent's decision is not subject to the grievance procedure.

E. 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 upon written request for the duration of such illness or disability, not to exceed one (1) calendar year. The employee shall submit the request to the Superintendent, or his/her designee. At the discretion of the Board of Education, the leave may be renewed for one (1) additional period of up to a maximum of six (6) months upon written request by the employee. The Superintendent, or his/her designee, may require the employee to submit a physician's statement verifying the medical necessity for the leave, setting forth the specific disability or illness and the expected length of absence. The employee will notify the Superintendent, or his/her designee at least one (1) month in advance of the date of return.

F. Absence due to injury, illness or disability incurred in the course of the employee's employment shall not be charged against the employee's sick leave, except to the extent stated herein. The Board shall pay such employee one-half ( $\frac{1}{2}$ ) the difference between his/her salary and benefits received under Michigan's Workers Disability Compensation Act for the duration of such leave, not to exceed one year. Then the employee may use his/her accumulated personal sick leave to make up the remainder in order to receive an amount equivalent to his/her regular salary. Upon exhaustion of sick leave, the employee may apply to the Superintendent, or his/her designee, for a maximum of twenty (20) days to be granted on the prorata basis of: the difference between the Worker's Compensation benefit plus the Board's one-half ( $\frac{1}{2}$ ), and regular salary. Employees shall not earn compensable leave days during a compensable Workers' Compensation illness, injury or disability.

For an injury, illness or disability arising out of and in the course of the employee's employment that is found not compensable under the Workers Disability Compensation Act, the Superintendent, or his/her designee, may grant a leave of absence with pay not chargeable against the employee's sick leave days not to exceed seven (7) days.

G. Leaves of absence with pay not chargeable against the employee's sick leave days shall be granted for the following reasons:

1. Death in the immediate family.
  - a. Leave not to exceed eight (8) days upon the death of a child, mother, father, spouse, significant other (who shall be defined as someone living in the employee's household whose significance is equivalent to that of a spouse).

9. Leave not to exceed three (3) days upon the death of a brother, sister, grandchild, father-in-law, mother-in-law, grandparents or person of significance.

- H. An employee absent from work because of mumps, measles, scarlet fever, chicken pox, head lice, hand foot and mouth, pink eye, impetigo or scabies shall suffer no diminution of compensation, and shall not be charged with loss of personal sick leave days. The Board shall require medical verification from the employee that he/she is in fact suffering from one of the aforementioned diseases. Documentation will be provided to Human Resources.
- I. Paid leave days, including days used to supplement Worker's Compensation, will run concurrently with FMLA leave. There are no cash in-lieu-of payments while on unpaid FMLA leave.

## ARTICLE IX: PROFESSIONAL, PERSONAL & ASSOCIATION LEAVE

- A. Each school year, four-hundred dollars (\$400) per bargaining unit employee shall be set aside to be used exclusively for conference requests initiated by the employee. [A pro-rated portion of four hundred dollars (\$400) shall be included for any part-time employee.] Conferences, which are required by the board and mutually agreed to by the bargaining unit employee, will be deducted from this fund. Any costs of board required conferences above the \$400 will be paid by the board. If the entire \$400 allocation is not requested by an employee as of February 1 of any school year, the remaining funds may be reallocated at the District's discretion to other bargaining unit employees or may be carried over into a subsequent year.
1. At the beginning of each school year, General Education, Special Education and Vocational Education Departments, shall each be credited with a pool of days equal to five (5) days per employee in the department, to be used for educational purposes agreed upon between the employee and the Administration.
  2. Each employee shall, with prior administrative approval, have the use of a maximum of five (5) days annually.
  3. Administrative approval shall be made on the merits of the conference in relation to the bargaining unit employee's assignment.
  4. If an employee's allotment is exhausted, the Superintendent will have the authority to approve or deny conference requests contingent upon the employee being allowed to pay all costs related to conference leaves if the employee so chooses.
  5. Conferences paid for under this Article shall not be counted as inservice credit for the purposes of Article XIII (Professional Compensation).
  6. Conference funds can be used to purchase professional development materials with supervisor approval and appropriate documentation.
- B. An employee initiating use of a professional or conference day shall request administrative approval from his/her supervisor at least three (3) weeks in advance and prior to the board meeting preceding the conference for out-of-state conferences, and within two (2) weeks for other conferences must obtain supervisory approval. Within ten (10) workdays of his/her return, the employee may be required by his/her supervisor to file a written synopsis on the content of the activity.
- C. When administratively approved in advance, attendance at conferences in the following capacities are excluded from the time allocations outlined in Section A above:
1. Attendance as an officer or advisor of the conference organization.
  2. Attendance at Board request that is mutually agreed to by the bargaining unit employee.
  3. Attendance as a scheduled presenter.
- D. At the beginning of every school year, each employee shall be credited with personal leave days which are intended for personal business that cannot be conducted outside of the employee's scheduled work day. The request for leave shall be submitted in writing to the immediate supervisor at least forty-eight (48) hours in advance of the leave. Emergency situations will be dealt with between the employee and the supervisor. Unused personal leave days in each fiscal year shall accumulate as sick leave. Personal

leave days may be taken immediately before or following a holiday or a school recess with the prior approval of the Superintendent or designee.

1. Four (4) days shall be credited to the 184-day employees.
  2. Individual allocations will be pro-rated based on scheduled contract days not to exceed three (3) days in total.
- E. The Association shall be credited with ten (10) days each school year for Association business. Please note, as required by law, compensation for such time shall be included in reportable compensation to MPSERS if the Association or employee reimburses the RESA for the associated MPSERS cost.
- F. Absences of any employee due to being called for jury duty during work hours or subpoenaed to testify during work hours in any judicial or administrative matter, shall be allowed and not charged as personal business leave. Further, any remuneration for such legal appearances shall remain with the employee.

## ARTICLE X: UNPAID LEAVES OF ABSENCE

- A. General Leave Provisions:
1. Applications for leave shall include a statement of the beginning date of the leave, the date of return to regular employment and a statement of the reason(s) for the request.
  2. An employee may request early termination of leave or extension of leave time up to six (6) months. The Board shall comply with such request when possible.
  3. For leaves of absence of one (1) semester or more, the Board shall advise the employee in writing of the pending expiration of the leave at least three (3) months prior to actual expiration of the leave and advise the employee of his/her options. The employee shall reply to such notice in writing within fifteen (15) days of receipt of the Board's written notice and therein indicate his/her intent to return, seek an extension as provided in Subsection 2 above, or to resign. If the employee fails to timely reply in writing, this shall constitute the employee's resignation from employment effective on the expiration of the leave unless the Board extends the time for the written reply or the employee has extenuating circumstances.
  4. The Board reserves the right to alter the return date to accommodate minimal disruption to programming. Said alteration shall be established at the time the leave is granted.
  5. Upon return from an unpaid leave of absence of up to and including one (1) calendar year, the Related Services employee shall be returned to his/her former position.
  6. Upon return from an unpaid leave of absence, which is more than one (1) calendar year, a Related Services employee shall have the right to displace the least senior Related Services employee in a position for which he/she is certified and qualified. Related Services employees working part-time when going on a leave greater than one (1) calendar year are limited to right of return to an equivalent part-time position.
  7. Should Related Services employee returning from an unpaid leave of absence which is more than one (1) calendar year not possess sufficient seniority and the appropriate certification to displace a less senior Related Services employee, he/she shall be subject to layoff pursuant to Article XV (Related Services Employee Layoff and Recall) of the Professional Agreement.
- B. A leave of absence with full salary schedule credit for the experience being granted upon return shall be granted to any employee upon application for the purpose of:
1. Participating on a full-time basis in exchange working programs of other school districts, states, territories or countries, foreign or military programs, the Peace Corps, Teacher Corps, cultural travel or work programs related to his/her professional responsibilities, provided such employee states his/her intention to return to the District in writing.
  2. Engaging in study at an accredited college or university. Such study should be reasonably related to the employee's professional responsibilities.

- C. A leave of absence with full salary schedule credit and seniority being granted upon return shall be granted to any employee upon application for the purpose of:
  - 1. Induction or enlistment for military duty in any branch of the armed forces of the United States.
  - 2. In the event of a necessary reduction in Related Services employees, the Board agrees to grant any and all requests for leaves of absence irrespective of the employee's position on the seniority list, provided that the granting of such leave does not require the employment of new staff.
- D. A leave of absence, with no salary schedule credit nor seniority being accrued, may be granted to an employee for the purpose of childcare. The commencement of the leave shall be mutually arranged between the employee and Human Resources.
  - 1. The initial leave period may be granted for up to one (1) calendar year.
  - 2. An extended leave may be granted by the Board for up to six (6) months upon written request of the employee.
  - 3. In case of leave for illness or injury of the child, the Board agrees to continue its portion of the employee's medical insurance for a period of six (6) months from the date of the commencement of the leave. The Board's obligation to continue this payment shall terminate if the employee does not timely pay his or her share of the cost.
  - 4. Human Resources shall require medical verification from the employee prior to granting a leave for illness or injury of the child. Documentation will be provided to Human Resources.
- E. The Board may grant a leave of absence for any reason.
- F. A leave of absence for up to five (5) days may be granted for personal reasons provided such leave is requested at least ten (10) days in advance. The written request shall be submitted to Human Resources.

## **ARTICLE XI: PROFESSIONAL EVALUATION OF RELATED SERVICES STAFF**

- A. All related services employees shall be evaluated annually by their supervisor in conformance with the provisions of this article.
- B. Evaluation instrument(s) and process for Related Services employees shall be mutually agreed upon between the Association and the District.
- C. In addition, the evaluation process for Related Services employees shall include:
  - 1. All evaluations shall be written in duplicate with the original placed in the personnel file with a copy given to the employee.
  - 2. The evaluation shall be signed by the evaluator and the employee (indicating awareness, not approval).
  - 3. Employees shall have the right to attach pertinent comments to the evaluation.
  - 4. A personal evaluation conference between the evaluator and the employee shall be held within fifteen (15) school days of the evaluation.
  - 5. Any employee may request an evaluation conference with the Superintendent.
  - 6. In recognition of the concept of client driven evaluation, input from the clients will be a factor in the evaluation.
- D. Evaluation Schedules:
  - 1. Provisional employees shall be observed at least twice each year, once prior to January 31<sup>st</sup> and once prior to April 15<sup>th</sup>.
  - 2. Provisional and non-provisional employees shall be evaluated prior to June 15<sup>th</sup>.
- E. Progressive correction shall be used by the Board or its designee to advise the Related Services employee with regard to his/her job performance.
  - 1. Written documentation of the progressive correction will be given to the Related Services employee.
  - 2. Oral progressive correction shall be the first step in the attempted behavior change. Written progressive correction shall be initiated only after the supervisor has applied oral progressive correction and has determined that there has not been satisfactory improvement.
  - 3. Progressive correction, both oral and written, shall consist of:
    - a. An informal conference between the employee and his/her immediate supervisor to discuss the alleged inadequacy.
  - 10. A clear statement of the behavior, which is perceived as inadequate.
  - 11. A clear statement of the specific behavior the supervisor believes would resolve the problem.
  - 12. The time allowed for the employee to meet the supervisor's requirements.
  - 13. A statement of the expected action if the problem is not corrected.



4. The use of progressive correction, whether oral or written, does not automatically indicate faulty or inadequate performance of the related services employee.
- F. Should Related Services employee be denied a contract for the ensuing year, he/she shall receive written notice of same together with the reasons therefore not later than June 15.
1. Information not previously made known and/or discussed with the Related Services employee shall not be the basis for the denial of contract.

In the event that a Related Services employee is not continued in employment, the Board will serve notice of same together with the reasons therefore to the Association at the same time such notice is given to the Related Services employee.

## **ARTICLE XII: PROFESSIONAL BEHAVIOR – RELATED SERVICES STAFF**

- A. The Board, in recognition of the concept of progressive correction, shall notify the Related Services employee in writing of alleged delinquencies; indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending Related Services employee.
- B. A Related Services employee shall at all times be entitled to have present a representative of the Association 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 Related Services employee until such representative of the Association is present. Representation shall not be unduly delayed, and in no case, beyond 48 hours.  
  
When the safety or well being of the Related Services employee, other staff or students/clients are in jeopardy the Related Services employee may be removed from the premises without loss of pay until such time as representation can be present. The basis for the disciplinary action shall be made available in writing to the Related Services employee within a reasonable period of time.
- C. No Related Services employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, asserted by the Board or representative thereof without just cause shall be subject to the provisions of the grievance procedure hereinafter set forth. It is agreed that discipline of a Related Services employee shall not include layoff.
- D. All information forming the basis for disciplinary action will be made available to the Related Services employee and the Association.
- E. Employees may review the contents of their personnel files in accordance with the provisions of the Bullard Plawecki Employee Right to Know Act of 1978. Such review shall be limited to one (1) per semester and shall be accomplished with an administrator present. An Association Representative may accompany said employee in such review.
- F. No information related to job performance, adverse or disciplinary material originating after original employment will be placed in personnel files of a Related Services employee 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 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.
- G. Any employee complaint against a Related Services employee shall be reduced to writing and presented to the immediate supervisor with a copy going to the complainant.
- H. Complaints directed toward a Related Services employee may be called to the attention of the employee, but no record of a complaint shall be included in the Related Services employee's personnel file unless he/she has been notified of the complaint and substantial evidence can be produced to verify the validity of such complaint.

## ARTICLE XIII: PROFESSIONAL COMPENSATION

- A. The salary schedules are attached as Appendix A-1 and will remain in place for the duration of this contract.
- B. To be eligible for advancement on the salary schedule, the employee must maintain an Effective or higher rating on the annual evaluation.
- C. Effective July 1, 2018, for purposes of initial salary placement, the following definitions shall apply:
1. A BA shall be interpreted to mean a Baccalaureate Degree in the field related to the position.
  2. A MA shall be interpreted to mean a Master's Degree in the field related to the position.
  3. A MA+15 shall be interpreted to mean proof of graduate credit hour degree +15 graduate credits after receipt of the initial degree, or a 45 graduate credit Master's degree or higher.
- D. Salary Schedule Factors. Commencing July 1, 2018, and following consultation with the Association President, the Board may place a newly hired professional employee whose employment begins on or after July 1, 2018 at the appropriate step and lane commensurate with the applicant's degree, qualifications, prior salary, and/or documented satisfactory prior school related work experience.
- E. To be eligible for advancement horizontally on the salary schedule as compensation for completing course credits or other degree requirements that lead to salary schedule increases, all degree requirements and course work must be completed by July 1<sup>st</sup> of the current school year. Transcripts for verification must be received by Human Resources no later than August 1<sup>st</sup> of the current year.
- Salary adjustments resulting from credits or degrees earned or reported after August 1<sup>st</sup> will not be eligible for adjustment until the next year.
- F. Should the District employ Vocational Education teachers on annual authorization who possess less than a BA Degree, the salary for such person(s) shall be 90% of the appropriate experience level on the BA scale.
- G. Evidence of Accomplishment Pay (\$1,000)
1. Professional Development (Additional 30 hours)  
Professional Development ("PD") plan shall be pre-approved by the employee's supervisor, not later than October 31, or 30 days after hire, if hired after the start of the academic year. The PD must be paid by the employee and performed on his/her own time. Up to four (4) work days may be adjusted on the employee's regular work year calendar, with prior approval from the employee's supervisor. The employee must document how the PD was integrated into his/her professional practice and include an assessment/evaluation that captures the impact of the program activities for the employee, the District and/or students. Documentation of PD and an assessment/evaluation shall be submitted and approved by the employee's supervisor on or before May 15<sup>th</sup>.

2. Leadership Activity (Additional 30 hours)

Leadership Activity plan shall be pre-approved by the employee's supervisor, not later than October 31, or 30 days after hire, if hired after the academic year. The employee must document how the Leadership Activity was integrated into his/her professional practice and include an assessment/evaluation that captures the impact of the program activities for the employee, the District and/or students. Documentation of Leadership Activity and an assessment/evaluation shall be submitted and approved by the employee's supervisor on or before May 15<sup>th</sup>. Examples of activities that would be allowable in an employee's Leadership Activity Plan include, but are not limited to:

- Provision of PD to colleagues
- Facilitate school improvement
- Facilitate department/staff meetings
- Coordinate monthly professional meetings and providing substantive content of benefit to the unit or department
- Implement action research
- Serve as an advisor to a practicum student or an intern
- Serve in a leadership role in a professional organization relevant to ERESA assignment
- Other demonstration of leadership relevant to ERESA assignment
- Serve as a supervisor for an employee during his/her clinical fellowship year
- Serve as a CTSO Advisor

3. Combination of Professional Development and Leadership Activity (Combined 30 hours).

Evidence of accomplishment pay will be paid during the month of June of the year services are provided upon submission of all required documentation and approval of the supervisor on or before May 15<sup>th</sup>. Only one evidence of accomplishment (Professional Development or Leadership Activity) may be earned per year.

H. Mentor Program. Professional employees who have completed either the statutory or contractual probationary period, and who have demonstrated an ability to work well with colleagues, may mentor a probationary employee new to ERESA as assigned by the District. A mentor must complete the Mentor Training Program developed collaboratively by the Mentor Committee and as applicable, provide the following job embedded coaching to the assigned mentee, in the context of an ongoing supportive relationship:

- Assist the mentee in orientation to the position and ERESA
- Serve as a resource person about the organization and profession
- Model effective relationships and service delivery to constituent districts
- Conduct worksite or classroom observations, at least two half days per academic year and offer constructive feedback to assist the mentee in attaining effective or higher annual evaluation ratings in a supportive non-evaluative role
- Assist the mentee with identification of professional goals and reflect on mentee's professional practice
- Conduct model teaching or service delivery methods to enhance the mentee's professional practice

- Mentor will meet at least once per week during the mentee's first month of employment and at least once per month thereafter.

It is expected that a Teacher Mentor shall be assigned for three consecutive years and a Related Services mentor shall be assigned for one year. A minimum of 12 hours logged outside of the scheduled work day is required each year. Submission of the annual log, approved by the Mentor's supervisor, shall be made to Human Resources not later than June 10<sup>th</sup>.

Upon request of the supervisor or Mentee, a Mentor may continue for an additional year.

Mentor pay is not available to advisors of practicum students or interns, or employees who receive Evidence of Accomplishment pay for serving as a supervisor for an employee during his/her clinical fellowship year.

The Mentor shall receive \$575 compensation per Mentee, paid at the next payroll administratively feasible after submission of the annual log which demonstrates satisfaction of the above requirements.

Any disputes or conflicts about the Mentor Program shall be submitted to Human Resources and Association President for resolution.

The relationship between Mentor and Mentee is formative and supportive rather than evaluative.

- I. Employees who use their automobile for their job responsibilities shall receive a mileage allowance at the IRS rate per mile to cover automotive operational costs.

Employees shall be reimbursed for mileage driven from their first designated work stop to their last designated work stop of the day. Employees will not be paid for commuting to and from work. Per IRS Guidelines, "Commuting Miles" are defined as the mileage between home and the first work stop of the day and between the last work stop of the day and home. For travel outside Eaton RESA, reimbursable mileage will be computed on the basis of actual miles logged, less normal commuting miles.

Applications for mileage reimbursement may be submitted monthly, but shall not be submitted less than quarterly. (i.e., September, December, March and June.) Mileage requests must be submitted on the designated form and signed by the employee's immediate supervisor. Reimbursement requests must be submitted by the 15<sup>th</sup> of the month following the end of each quarter. Any requests for the quarter ending June 30 that are not received by July 15<sup>th</sup>, will be denied.

- J. The Board shall reimburse employees up to one hundred fifteen dollars (\$115) for dues to professional organizations. Said reimbursement shall be for dues or fees which are mutually agreed upon by the employees and the Board. Memberships in the EIEA, MEA and NEA shall not be reimbursable. The Board will reimburse the employee for any certifications that ERESA requires after initial hire. An example would be training required by a grant provider. However, employees shall pay for licenses that would be required outside ERESA (a few current examples include: Occupational Therapy Licenses, School Psychologists, Physical Therapist, Certified Prevention Specialist, and Certified Prevention Consultants).

K. An employee shall not accept a fee or any other form of remuneration for professional work with a person or persons who are entitled to those services through the school system.

Honorariums received for services outside the District shall be handled according to the following:

1. Board approval is required prior to participating in these activities.

If the service is performed outside of regular work hours, the honorarium goes to the employee.

If performed within the regular hours, then the honorarium goes to the Board, provided that that portion of the honorarium that exceeds the regular pay shall go to the employee.

L. The Board shall pay the employer contribution to the Michigan Public School Employee Retirement Fund. The board shall not be obligated to make employee contributions.

M. Longevity is a payment for continuous service in the District. Years of service in another ERESA bargaining unit as an employee shall be credited and counted when determining the amount of longevity.

Employees must work until the end of the school year to receive the longevity payment. Employees who resign and/or retire mid-year are ineligible to receive the longevity payment.

Employees who have worked for the District for at least 11 consecutive years are eligible for an annual lump sum payment of:

11-14 years of service	\$750
15-19 years of service	\$1,250
20+ years of service	\$2,250

Employee years of service will be counted as of June 30 of each year with payment of longevity issued in the first payroll in July, or as soon as administratively feasible.

## ARTICLE XIV: RELATED SERVICES LAYOFF AND RECALL

- A. In the event it becomes necessary to reduce the number of Related Services 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.
1. In the event it becomes necessary to reduce the number of Related Services employees, the Board shall consult with the Association prior to the final determination as to which services are to be curtailed and/or eliminated.

In the event of a necessary reduction in Related Services employees, such reduction shall be based upon Certification AND Qualification as defined in Article VI, Sections A-C (Professional Qualifications) for the position(s). Within the discipline (area) of qualified Related Services employees, those rated ineffective on the Year End evaluation will be laid off first, those rated minimally effective, next. In the event that additional layoffs are necessary within this discipline, these additional layoffs shall be based upon seniority.

For purpose of this Agreement:

1. Seniority shall be calculated and posted as actual days or fraction of a day worked with maximum of one hundred eighty-four (184) days per year. Employees in positions, which have been added to the bargaining unit, shall be granted seniority for any and all time in such position. Part-time employees may only exercise such seniority rights for part-time positions, which are essentially equivalent.

Seniority begins to accrue on the most recent date of hire or performed services, whichever comes first, and continues to accrue until resignation or discharge. "Date of hire" is defined as the date of the Board of Education meeting on which the employee's initial employment as a member of the bargaining unit was officially approved. "Performed services" is defined as the first day that the employee performed services for the District as a member of the bargaining unit.

Individual employees sharing the same seniority date shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected employees and association representatives to be in attendance.

No person or teacher who is not a member of the bargaining unit shall accrue seniority in the bargaining unit.

- a. Effective with this Agreement, only employees of the bargaining unit shall possess and accrue seniority within the bargaining unit.
14. Should two (2) or more bargaining unit employees have the same amount of seniority, seniority ranking shall be determined by a lottery at time of hire.
  15. Time spent on unpaid leave pursuant to Article X, Section C (Unpaid Leaves of Absence), paid leave and layoff shall accrue seniority within the bargaining unit.

16. In October of each year, the Board shall provide the Association with a current employee seniority list and post same in the lounge. The list will be e-mailed to all bargaining unit employees. Errors, omissions, and/or deletions in or to the seniority list will be raised, in writing, to the District and the Association, within thirty (30) days of the distribution of the seniority list or shall be considered as waived.

- B. The Board shall give at least thirty (30) calendar days written notice of layoff to the Association and the affected Related Services employee(s).
  - 1. No new Related Services personnel will be employed by the Board while there are Related Services employees of the District who are laid off, unless there are no laid off Related Services employees who are certified and/or qualified to fill the vacancy.
- C. The individual contract, executed between each employee and the Board, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
  - 1. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid-off Related Services employees and shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits for any laid-off Related Services employee's individual or supplemental employment contract as well as all benefits under this collective bargaining Agreement except that the Board agrees to continue the Related Services employee's fringe benefit coverage for an additional thirty (30) calendar days after the Related Services employee has received the benefits earned by reason of his/her employment with the District.

Related Services employee who has taught the full school year and is laid off at the end of the year will continue to be covered by health and dental insurance for the months of June, July and August.

- D. Related Services employee on layoff who because of relevant work experience or accredited college training has changed qualifications and/or certification may not use these new circumstances to "bump" an employed person, but may be entitled to advanced recall based on certification and qualifications and proper notification to the Board.
- E. Recall of Related Services employees shall be in inverse order of layoff provided the employee is certified and/or qualified to fill a vacant position.
  - 1. The Board shall give written notice of recall by registered or certified mail at the Related Services employee's last known address. It shall be the Related Services employee's responsibility to notify the Board of any change in address.

A Related Services employee who fails to report for work or provide the Board with notice of his/her intent to return within ten (10) calendar days of the receipt of recall notification shall be considered a voluntary quit and shall thereby terminate his/her employment relationship with the Board.

Upon recall from layoff, seniority and all other benefits under this Agreement shall be restored to the Related Services employee.

Time spent on involuntary layoff shall be credited as time worked for purposes of salary schedule adjustment and seniority.



The Related Services employee shall lose his/her right to recall when the District offers him a position which is substantially equivalent in pay (after accounting for any increase or decrease to the wage scale which may have occurred while the Related Services employee was laid-off) to that held at the time of layoff and he/she has refused such position, or the employee has been on layoff in excess of three school years.

- F. Related Services employees in programs or services which are to be discontinued or consolidated may move into programs for which they are qualified provided they are more senior than the present program employee.
- G. Provisional Related Services employees shall be entitled to recall for a period not to exceed two (2) years from the effective date of layoff provided they are qualified for the position. Thereafter, a provisional Related Services employee shall automatically lose his/her right to recall and be considered a voluntary quit.

## **ARTICLE XV: CONTINUITY OF OPERATIONS**

- A. The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as said term is defined by the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, engage in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the office is closed due to the above conditions, employees shall not be required to report for duty except as may be required by Article IV, SECTION K.

## **ARTICLE XVI: MAINTENANCE OF STANDARDS**

The duties of any employee or the responsibilities of any position in the bargaining unit will not be substantially altered, increased or transferred without prior notice to the Association. Duties of any employee or the responsibilities of any position in the bargaining unit shall not be transferred to persons not covered by this Agreement, however, if the District and the Association mutually agree, temporary Related Services employees may be hired to supplement the regular workforce.

## **ARTICLE XVII: SCHOOL CALENDAR**

- A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association or as may be permitted by Article IV, Subsection K-6 or law (e.g., PERA 15(3)(b)).
- B. The Association agrees to cooperate in establishing a county-wide calendar.
- C. Where the ERESA calendar and a local school calendar are in conflict, the employee's calendar shall be determined by mutual consent of the Board and the employee.
- D. An individual staff member's work year may be altered by mutual consent of the Board and the employee.

## ARTICLE XVIII: INSURANCE PROTECTION

- A. Upon application, the Board shall make the following healthcare contributions on a monthly basis up to the maximum hard cap premium contributions, for those eligible as defined within the Affordable Care Act, or its successor.

Effective Date	Single	2-Person	Full Family
7/1/22-12/31/22	\$608.71	\$1,273.00	\$1,660.12
1/1/23-12/31/23	\$616.62	\$1,289.55	\$1,681.70

Effective January 1 each year of this contract the Board's contributions shall increase on a monthly basis up to the annual maximum hard cap contribution permitted by the Publicly Funded Health Insurance Contribution Act. Any costs for health insurance exceeding the Board contributions (above) are the responsibility of the enrolled employee and will be payroll deducted.

Employees not electing health insurance shall receive a cash payment in lieu of the health insurance. The monthly cash in lieu amount is \$300.00. Employees electing cash in lieu must sign a statement certifying that they have access to alternate coverage through another source, such as a spouse's employer, and will, upon request, provide verification of alternate coverage.

- B. The cost for the following benefits shall be paid in full by the Board for eligible employees:

- Dental Care (80/80/80) with annual maximum Class I-III; \$500 Lifetime Maximum Class IV with \$2000 orthodontic max
- Vision
- Long Term Disability (66 2/3, 90 day wait, max \$4,500)
- Term Life Insurance \$50,000\*

\*Subject to rules and conditions of the insurance carrier.

All employees, regardless of whether the employee takes health insurance or, may, at their own expense, elect to enroll in the provider's short term disability program.

- C. Payroll deductions shall be available for all additional voluntary programs, Tax-Deferred Annuity Plans pursuant to Section 403(b) and Section 457 of the Internal Revenue Code.
- D. An employee on an unpaid leave of absence shall have such fringe benefits as are available to the extent allowed by the carrier, provided said employee reimburses the District the cost of the benefits. An employee on an unpaid leave under the Family and Medical Leave Act shall be entitled to paid insurance benefits as provided by the law.

Paid leave days, including days used to supplement Worker's Compensation, will run concurrently with FMLA leave. There are no cash in-lieu-of payments while on unpaid FMLA leave.

- E. Employees whose scheduled work year is less than 184 days shall receive a prorated share of the healthcare portion of the fringe benefit package or a prorated portion of the cash in-lieu-of. The dental, vision, LTD and Life insurance premiums shall be paid in full by the Board.

- F. An employee who purchases a short-term disability insurance plan will only be required to use accumulated paid leave time until they are eligible for payment under the plan. Eligibility shall be determined by the carrier.
- G. Individual liability insurance coverage will not be provided by the Board.
- H. A mutually agreeable Section 125 Plan shall be implemented. The Board shall allow a Tax-Deferred Annuity Plan, through salary reduction pursuant to Section 403(b) and Section 457 of the Internal Revenue Code of 1954, as amended. The Section 125 Plan shall also provide for payroll deduction of employee insurance costs on a pre-tax basis, as permitted by law.
- I. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation sick leave shall be handled in accordance with Article VIII, Section F (Illness and Disability), and all fringe benefits shall continue for the duration of the disability.
- J. The Board shall make its scheduled contribution towards annual insurance costs for all persons who complete their contractual obligation to assure insurance coverage for a full twelve-month period commencing either July 1<sup>st</sup> to June 30<sup>th</sup> or September 1<sup>st</sup> and ending August 31<sup>st</sup> for each month of employment, as applicable. The open enrollment period shall be in the fall for an effective date each year of January to December. Upon initial employment, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage as of the initial date of employment. In instances where cost of coverage exceeds the amount of subsidy, the School Board shall make provisions for the excess to be payroll deducted. In instances where an employee submits notice of resignation due to retirement, the Board may terminate insurance coverage as of the date of the new coverage, if the retiring employee is scheduled to receive insurance coverage through MPSERS prior to August 31.  
  
The School Board shall be responsible for providing insurance information including applications, claim materials and enrollment meetings.
- K. Payroll deduction shall be available for all additional programs as mutually agreed.
- L. The insurance coverage outlined above is not provided for any employee on unpaid leave, except as provided in Article X, Section D(3) or F or as required by law during a FMLA leave of absence.
- M. Upon appropriate application, and to the extent allowed by the insurance carrier or third party administrator, as applicable, the Board shall provide without cost to the employee the ADN Dental program for all employees of the bargaining unit and their eligible dependents, with Class I-III \$500 Class IV \$2000 Orthodontic care including internal and external coordination of benefits.
- N. Upon appropriate application, and to the extent allowed by the insurance carrier or third party administrator, as applicable, the Board shall provide without cost to the employee the Eye Med Vision.

O. This provision shall not be construed to reduce benefits available to employees and/or their dependents as established elsewhere in this Agreement. Employees, their spouses, and their dependent children who are no longer eligible for coverage under the health, vision, dental or other provided insurance plans may elect to continue coverage on a self-pay basis under certain circumstances. They are as follows:

1. Employee termination or reduction of hours that results in loss of eligibility to participate in the insurance plan.
2. Divorce or legal separation from an employee.
3. Death of an employee.
4. Dependent children ceasing to be eligible under the provisions of the insurance plan.
5. Employee eligibility for Medicare.

Coverage shall be available for any of the plans at the individual's option. Individuals may not opt in or out of programs subsequent to initiating this provision. Coverage is for up to 36 months, except in the case of an employee's termination of employment or reduction in hours. The continuation is then for 18 months, or as long as permitted by the carrier or provider.

Termination of the coverage will occur if the individual ceases to make payments one (1) month in advance, becomes covered under another group plan as an employee, becomes entitled to Medicare, if an employee's former spouse becomes covered under another group plan due to remarriage, or if any of these provisions are not permitted by the selected providers.

P. The parties agree to establish an Insurance Committee to seek and examine quality insurance products and determine and recommend insurance plans. The Committee shall be subject to the following provisions:

1. The Committee shall be comprised of 2 representatives from the Board and 2 representatives from the Association.
2. The Committee will determine its agenda, process, means of communication to staff, and how it will proceed.
3. The Committee will begin meeting when insurance rates become available, at mutually agreed upon times between the Board and Association.
4. The Committee's recommendations, if accepted by the Board and the Association, will be implemented. The approved recommendation shall be implemented as soon as practicable.

## ARTICLE XIX: GRIEVANCE PROCEDURE

- A. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee, the Association or by the Board that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement or Board Policy, which relates to wages, hours or terms and conditions of employment. All such grievances shall be processed as hereinafter provided.
- B. Notwithstanding any other provision of this Agreement, the termination of any provisional employee, shall be matters excluded from consideration under the grievance procedure set forth in this Agreement. The parties agree, however, that the termination of any non-provisional employee not subject to the Tenure Act shall be an appropriate matter for consideration under the grievance procedure.
- C. The term “days” as used in the grievance procedure shall mean work days, meaning the days Central Office is open for business. Time limits may be extended only upon written mutual consent of the parties. The Central Office calendar is available and updated on the District’s website each year.
- D. Should an employee or the Association fail to institute a grievance within the specified time limits, the grievance shall be deemed withdrawn. Should the Board or its agents fail to dispose of a grievance within the specified time limits, the grievance shall be advanced to the next level.
- E. Any employee who believes he/she has a grievance shall begin by informally discussing the matter with his/her immediate supervisor within ten (10) days of his/her knowledge of its occurrence with the objective of informally resolving the matter.
1. Immediate Supervisor – Step 1

If not resolved, the complaint must be reduced to writing; signed by the grievant; and filed with his/her immediate supervisor within ten (10) days after such informal discussions. Such statement shall recite the facts alleged, the provisions of the Agreement involved, and the relief requested. Within five (5) days thereafter, the aggrieved employee and his/her immediate supervisor and a representative of the Association shall meet to discuss the matter in an effort to resolve it. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days of such meeting and shall furnish a copy thereof to the Association.
  2. Superintendent – Step 2

If not resolved with immediate supervisor, the grievance shall be transmitted to the Superintendent or designee within five (5) days. At this point, the Superintendent or designee shall:

    - a. Attempt to resolve the grievance by meeting within five (5) days of receipt of the appeal with appropriate persons. A written answer to the grievance shall be given to the Association within five (5) days of such meeting; or
    - b. Within five (5) days of receipt of the appeal, refer the grievance in writing to the Secretary of the Board of Education and simultaneously give written notification to the Association of this action.

3. Board of Education – Step 3

If not resolved by the Superintendent or designee, the grievance may be submitted to the Board of Education within five (5) days of the receipt of the Superintendent's or designee's written disposition by delivering the written grievance form, together with copies of all materials previously filed, to the Board of Education offices to the attention of the Secretary of the Board. The Board, or an ad hoc committee, shall hold a hearing if requested, or, if not requested, give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty-five (25) days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided to the Association.

4. Arbitration – Step 4

If the alleged grievance is not settled with the Board, the matter may be referred to arbitration by the Association provided that written notice to refer is given within twenty (20) days from the Board's written decision. If the Board and the Association cannot agree upon a mutually acceptable arbitrator within twenty (20) days from the date on which the initial referral to arbitration is received by the Board, the Association must file a demand for arbitration with the American Arbitration Association (AAA) within twenty (20) days of the expiration of the latter interval, also serving a copy of the demand for arbitration upon the Board within that interval.

Neither party may raise a new defense or ground in arbitration not previously raised or disclosed at other written levels. The parties shall hold a conference not less than three (3) days prior to the hearing in an attempt to settle the grievance or to develop a written statement of facts, grounds and defenses, which will be proved at the hearing.

The arbitrator shall hear the grievance and render his/her decision within thirty (30) days from the close of the hearing or from the date the post hearing briefs were due, setting forth in writing his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Association and the employee(s) involved.

The arbitrator shall have the power and authority as set forth herein:

- a. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board where such discretion has been retained by the Board; nor shall the arbitrator exercise any responsibility or function of the Board.
- b. No more than one (1) grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.
- c. The fees and expenses of the arbitrator shall be borne by the Board and the Association equally.

- F. If any individual employee has a personal complaint, which he/she desires to discuss with his/her immediate supervisor, he/she is free to do so without pursuing this grievance procedure.
- G. In cases where the rights of more than one (1) employee have been allegedly violated or where the immediate supervisor lacks the authority to dispose of the alleged violation, the grievance may be submitted directly to the Superintendent or designee.
- H. All documents, communications and records accumulated during the course of processing a grievance shall be retained in a separate grievance file and shall not be inserted into the personnel file(s) of any participant(s). The maintenance of a separate grievance file does not preclude the use of the personnel file as the depository for appropriate discipline and evaluation records.
- I. Negotiation and grievance discussions, except for arbitration hearings, shall take place after the hours of student attendance in the respective schools.
- J. The grievance form, attached and incorporated into this Agreement, is Appendix A-11.



## ARTICLE XX: 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 amendments to the Agreement.
- B. Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be on the form provided in Appendix A-9 and 10 and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, for 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.
- D. Under this Agreement publications or other educational material created at work or through the course of work duties remain the property of the employer. However, publications that are not created at work or through course of work duties shall remain the property of the employee and he or she shall retain residual rights.
- E. If any provisions of the 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 be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. It is further agreed that within ten (10) calendar days of notification of a final and binding determination of such illegality, the parties will commence negotiations for a new agreement with respect to the provision determined to be illegal, to the extent that any such matters are mandatory subjects of bargaining.
- G. Copies of the Agreement titled "Professional Agreement between the Eaton RESA and the EIEA ECEA/MEA/NEA," shall be electronically sent to all employees now employed and hereafter employed. This Agreement may also be accessed on the Transparency page of Eaton RESA's website at: <https://www.eatonresa.org/about-us/reports/>
- H. All benefits for part-time employees will be pro-rated in accordance with the employee's contractual obligation. The pro-ration of insurance benefits shall be as outlined in Article XVIII, Section F.
- I. Neither the employee nor the Association shall hold the Board financially responsible for damages resulting from the implementation of the provisions of this Agreement provided the Board and its agents are in substantial compliance with the provisions of the Agreement.
- J. Each employee is responsible for providing adequate transportation in order to adequately perform assigned duties.

- K. A joint committee of representatives of the Board and the Association shall meet upon the request of either party for the purpose of discussing issues related to the maintenance of this contract. Either the Board or the Association may place items on the joint committee agenda. Topics such as employee/employer relations will be appropriate matters for the committee's consideration.

Whenever a grant-funding agency raises issues (including funding or calendar factors) that put the grant requirements in conflict with this contract, the joint committee shall convene to consider alternatives. The parties agree to convene within seventy-two (72) hours, if desired by the requesting party. In the event the parties arrive at a resolution, which requires modification of this Agreement, such modification will become effective upon ratification by the Board and by the membership of the Association.

- L. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 436.

## ARTICLE XXI: JOB SHARING RELATED SERVICES

- A. It is agreed between the parties that the individual contracts shall be modified to allow for the employment of bargaining unit employees in job sharing positions that have been administratively approved.
- B. For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full-time personnel. It is understood that employees electing job sharing positions are not eligible for unemployment compensation.
- C. When administratively approved, Related Services people sharing assignments shall operate in accordance with the following:

The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit employees sharing one (1) full-time position.

- 1. Agreement to share a full-time job assignment shall commit the bargaining unit employee(s) for not more than one (1) year and shall expire with the last workday of each school year.
  - 2. Related Services employees shall have the options of renewing the established job sharing assignments, creating another job sharing assignment; or returning to a position equivalent to that held previous to the job sharing assignment.
  - 3. While involved Related Services employees may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment, the more senior Related Services employee shall retain incumbent assignment rights and the junior Related Services employees shall be considered displaced.
  - 4. The junior Related Services employee shall have the right to displace the Related Services employee with the least district-wide seniority provided he/she has the necessary certification and/or qualification.
  - 5. Should the junior Related Services employee not possess the necessary seniority qualifications and certification to affect Section 4 above, he/she shall have the option of creating another job sharing assignment with administrative approval or be subject to layoff.
- D. Job sharing situations shall be arranged by the Related Services employees involved and presented to the Superintendent and the Association prior to May 1<sup>st</sup> annually.
  - E. In order to establish a shared job assignment, the involved bargaining unit employees shall:
    - 1. Schedule the work-time and designate the responsibility of each for the workload [i.e. two and one-half (2½) days on, and two and one-half (2½) days off; mornings and afternoons; first semester, second semester; class hours, etc.].
    - 2. Provide a brief description of how the assignment responsibilities are to be shared.
    - 3. Provide a brief description of the process to be used in communicating with the immediate supervisor.
  - F. Bargaining unit employees in a shared job assignment shall substitute in the other's absence whenever possible.

- G. Bargaining unit employees in a shared job assignment shall accrue seniority and salary schedule credit as if employed full-time.
- H. Bargaining unit employees in a shared job assignment shall receive the prorata share of salary, which reflects the fraction of time the position is shared and as, provided in Appendix A-1 of the Master Agreement.
- I. Sick leave and personal leave shall accrue and be credited on a prorata basis. Bargaining unit employees in a shared job assignment shall receive fringe benefits as provided in Article XVIII (Insurance Protection) of the Master Agreement.
- J. Employment in a job sharing position is subject to the terms and conditions outlined in this Article and the Master Agreement negotiated between the Board and the Association.

**ARTICLE XXII: DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**EDUCATION ASSOCIATION**

**BOARD OF EDUCATION**

By: *Mickie Purdy*  
President

By: *Webster Roberts*  
Acting President

By: *Michelle O'Neal*  
Vice President

By: *Mark W. Rushford*  
Treasurer

Date: *5/3/2022*

Date: *May 3, 2022*

# APPENDIX A-1 SALARY SCHEDULES

2022-23    2% increase from 2021-22

Teachers/Related Services			
184 day schedule			
Step	BA	MA	MA+15
1	\$ 37,740	\$ 40,800	\$ 43,860
2	\$ 39,780	\$ 42,840	\$ 45,900
3	\$ 41,820	\$ 44,880	\$ 47,940
4	\$ 43,860	\$ 46,920	\$ 49,980
5	\$ 45,900	\$ 48,960	\$ 52,020
6	\$ 47,940	\$ 51,000	\$ 54,060
7	\$ 49,980	\$ 53,040	\$ 56,100
8	\$ 52,020	\$ 55,080	\$ 58,140
9	\$ 54,060	\$ 57,120	\$ 60,180
10	\$ 56,100	\$ 59,160	\$ 62,220
11	\$ 58,140	\$ 61,200	\$ 64,260
12	\$ 60,180	\$ 63,240	\$ 66,300
13	\$ 62,220	\$ 65,280	\$ 68,340
14	\$ 64,260	\$ 67,320	\$ 70,380
15	\$ 66,300	\$ 69,360	\$ 72,420
16	\$ 69,360	\$ 72,420	\$ 75,480

Educational Systems Consultants	
210 day schedule	
Step	Salary
1	\$ 72,420
2	\$ 74,970
3	\$ 77,520
4	\$ 80,070
5	\$ 82,620
6	\$ 85,170
7	\$ 87,720
8	\$ 90,270

Early Childhood / Prevention Specialist		GSRP Teachers		Prevention Case Manager	
184 day schedule		165 day schedule		220 day schedule	
Step	Salary	Step	Salary	Step	Salary
1	\$ 37,740	1	\$ 33,660	1	\$ 37,740
2	\$ 39,780	2	\$ 35,088	2	\$ 39,168
3	\$ 41,820	3	\$ 36,516	3	\$ 40,596
4	\$ 43,860	4	\$ 37,944	4	\$ 42,024
5	\$ 45,900	5	\$ 39,372	5	\$ 43,452
6	\$ 47,940	6	\$ 40,800	6	\$ 44,880
7	\$ 49,980	7	\$ 42,228	7	\$ 46,308
8	\$ 52,020	8	\$ 43,656	8	\$ 47,736
9	\$ 54,060	9	\$ 45,084	9	\$ 49,164
10	\$ 56,100	10	\$ 46,512	10	\$ 50,592
11	\$ 58,140	11	\$ 47,940	11	\$ 52,020
12	\$ 60,180	12	\$ 49,368	12	\$ 53,448
13	\$ 62,220	13	\$ 50,796	13	\$ 54,876
14	\$ 64,260	14	\$ 52,224	14	\$ 56,304
15	\$ 66,300	15	\$ 53,652	15	\$ 57,732

\*Employees shall receive one step in each year of the contract provided Article XII(B) is satisfied.

**2023-24 1.5% increase from 2022-23**

Teachers/Related Services			
184 day schedule			
Step	BA	MA	MA+15
1	\$ 38,306	\$ 41,412	\$ 44,518
2	\$ 40,377	\$ 43,483	\$ 46,589
3	\$ 42,447	\$ 45,553	\$ 48,659
4	\$ 44,518	\$ 47,624	\$ 50,730
5	\$ 46,589	\$ 49,694	\$ 52,800
6	\$ 48,659	\$ 51,765	\$ 54,871
7	\$ 50,730	\$ 53,836	\$ 56,942
8	\$ 52,800	\$ 55,906	\$ 59,012
9	\$ 54,871	\$ 57,977	\$ 61,083
10	\$ 56,942	\$ 60,047	\$ 63,153
11	\$ 59,012	\$ 62,118	\$ 65,224
12	\$ 61,083	\$ 64,189	\$ 67,295
13	\$ 63,153	\$ 66,259	\$ 69,365
14	\$ 65,224	\$ 68,330	\$ 71,436
15	\$ 67,295	\$ 70,400	\$ 73,506
16	\$ 70,400	\$ 73,506	\$ 76,612

Educational Systems Consultants	
210 day schedule	
Step	Salary
1	\$ 73,506
2	\$ 76,095
3	\$ 78,683
4	\$ 81,271
5	\$ 83,859
6	\$ 86,448
7	\$ 89,036
8	\$ 91,624

Early Childhood / Prevention Specialist		GSRP Teachers		Prevention Case Manager	
184 day schedule		165 day schedule		220 day schedule	
Step	Salary	Step	Salary	Step	Salary
1	\$ 38,306	1	\$ 34,165	1	\$ 38,306
2	\$ 40,377	2	\$ 35,614	2	\$ 39,756
3	\$ 42,447	3	\$ 37,064	3	\$ 41,205
4	\$ 44,518	4	\$ 38,513	4	\$ 42,654
5	\$ 46,589	5	\$ 39,963	5	\$ 44,104
6	\$ 48,659	6	\$ 41,412	6	\$ 45,553
7	\$ 50,730	7	\$ 42,861	7	\$ 47,003
8	\$ 52,800	8	\$ 44,311	8	\$ 48,452
9	\$ 54,871	9	\$ 45,760	9	\$ 49,901
10	\$ 56,942	10	\$ 47,210	10	\$ 51,351
11	\$ 59,012	11	\$ 48,659	11	\$ 52,800
12	\$ 61,083	12	\$ 50,109	12	\$ 54,250
13	\$ 63,153	13	\$ 51,558	13	\$ 55,699
14	\$ 65,224	14	\$ 53,007	14	\$ 57,149
15	\$ 67,295	15	\$ 54,457	15	\$ 58,598

\*Employees shall receive one step in each year of the contract provided Article XII(B) is satisfied.

# APPENDIX A-2 MEADOWVIEW SCI SCHOOL CALENDAR

Meadowview SCI Program Calendar - 2022/2023 School Year																
Mon	Tues	Wed	Thur	Fri	Pupil	Total	Staff	Mon	Tues	Wed	Thur	Fri	Pupil	Total	Staff	
July 2022								February 2023								
				1	0	0	0			1	2	3	3	108	3	
4(H)	5	6	7	8	0	0	0	6	7	8	9	10	5	113	5	
11	12	13	14	CPR*	3	3	3	13	14	15	16	17	4	117	4	
18	19	20	21	CPI*	3	6	3	20(H)	21	22	23	24	4	121	4	
25	26	27	28	29	3	9	3	27	28				2	123	2	
*Staff attend CPR and CPI in either July OR August																
August 2022								March 2023								
1	2	3	4	5	4	13	4			1	2	3	3	126	3	
8	9	10	11	12	0	13	0	6	7	8	9	10	5	131	5	
15	CPR	CPI	18	19	0	13	3	13	14	15	16	17	5	136	5	
22	23	24	25	26	4	17	4	20	21	22	23	24	5	141	5	
29	30	31			3	20	3	27	28	29	30	31	0	141	0	
September 2022								April 2023								
			1	2(H)	1	21	1						0	141	0	
5(H)	6	7	8	9	4	25	4	3	4	5	6	7(H)	0	141	0	
12	13	14	15	16	5	30	5	10	11	12	13	14	5	146	5	
19	20	21	22	23	5	35	5	17	18	19	20	21	5	151	5	
26	27	28	29	30	5	40	5	24	25	26	27	28	5	156	5	
October 2022								May 2023								
3	4	5	6	7	5	45	5	1	2	3	4	5	5	161	5	
10	11	12	13	14	5	50	5	8	9	10	11	12	5	166	5	
17	18	19	20	21	4	54	4	15	16	17	18	19	5	171	5	
24	25	26	27	28	5	59	5	22	23	24	25	26	4	175	4	
31					1	60	1	29(H)	30	31			2	177	2	
November 2022								June 2023								
	1	2	3	4	3	63	3				1	2	2	179	2	
7	8	9	10	11	5	68	5	5	6	7	8	9	5	184	5	
14	15	16	17	18	5	73	5	12	13	14	15	16	0	184	0	
21	22	23	24(H)	25(H)	0	73	0	19	20	21	22	23	0	184	0	
28	29	30			0	73	0	26	27	28	29	30	4	188	4	
December 2022								<b>Student Full Day: 8:30 am - 2:48pm</b> <b>Student Half Day: 8:30 am - 11:20 am</b>								
			1	2	2	75	2	CPI/CPR - Staff Only								
5	6	7	8	9	5	80	5	Full day for Staff and Students								
12	13	14	15	16	5	85	5	No School for Staff or Students								
19	20	21	22(H)	23(H)	0	85	0	Professional Development (PD)- Staff Only								
26	27	28	29(H)	30(H)	0	85	0	1/2 Day - Students attend AM Only, PM Staff Prep								
January 2023								1/2 Day - Students attend AM Only, PM Staff PD								
2	3	4	5	6	5	90	5	TOTAL PUPIL DAYS	188							
9	10	11	12	13	4	94	4	TOTAL STAFF DAYS	192							
16	17	18	19	20	4	98	5	Last Revised: 05/18/22								
23	24	25	26	27	5	103	5	Teacher Start/End Times: 8:00 am - 3:45 pm								
30	31				2	105	2	Para Hours: 8:30 am - 2:48 pm (30 minute unpaid lunch)								



## APPENDIX A-3 EARLY-ON SCHOOL CALENDAR

Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days	Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days	
<b>July 2022</b>							<b>February 2023</b>							
				1		0			1	2	3		3	
4	5	6	7	8		0	6	7	8	9	10		5	
11	12	13	14	15		4	13	14	15	16	17		3	
18	19	20	21	22		4	20 (H)	21	22	23	24		4	
25	26	27	28	29		4	27	28					2	
<b>August 2022</b>							<b>March 2023</b>							
1	2	3	4	5		0			1	2	3		3	
8	9	10	11	12		2	6	7	8	9	10		5	
15	16	17	18	19		4	13	14	15	16	17		5	
22	23	24	25	26		4	20	21	22	23	24		5	
29	30	31				2	27	28	29	30	31		0	
<b>September 2022</b>							<b>April 2023</b>							
			1	2 (H)		1								
5 (H)	6	7	8	9		3	3	4	5	6	7 (H)		0	
12	13	14	15	16		5	10	11	12	13	14		5	
19	20	21	22	23		5	17	18	19	20	21		5	
26	27	28	29	30		5	24	25	26	27	28		5	
<b>October 2022</b>							<b>May 2023</b>							
3	4	5	6	7		5	1	2	3	4	5		4	
10	11	12	13	14		2	8	9	10	11	12		5	
17	18	19	20	21		5	15	16	17	18	19		5	
24	25	26	27	28		5	22	23	24	25	26		4	
31						1	29 (H)	30	31				1	
<b>November 2022</b>							<b>June 2023</b>							
	1	2	3	4		4				1	2		2	
7	8	9	10	11		5	5	6	7	8	9		5	
14	15	16	17	18		5	12	13	14	15	16		3	
21	22	23	24 (H)	25 (H)		0	19	20	21	22	23		4	
28	29	30				3	26	27	28	29	30		0	
<b>December 2022</b>							<b>TOTAL PUPIL DAYS</b>							
			1	2		2						0		
5	6	7	8	9		5	<b>TOTAL STAFF DAYS</b>							195
12	13	14	15	16		5								
19	20	21	22	23		0								
26	27	28	29	30		0								
<b>January 2023</b>														
2	3	4	5	6		5								
9	10	11	12	13		5								
16	17	18	19	20		5								
23	24	25	26	27		5								
30	31					2								

\*2 Professional Development Days Will Be Individually Determined By Staff To Total 5 PD Days

As per the contract the professional work day is 7.25 hours with variable start and end times depending on student contact time

# APPENDIX A-4 EI PROGRAM CALENDAR

Meadowview EI Program Calendar																
Mon	Tues	Wed	Thur	Fri	Pupil	Total	Staff	Mon	Tues	Wed	Thur	Fri	Pupil	Total	Staff	
<b>July 2022</b>								<b>February 2023</b>								
				1	0	0	0			1	2	3	3	99	3	
4	5	6	7	8	0	0	0	6	7	8	9	10	5	104	5	
11	12	13	14	CPR*	0	0	0	13	14	15	16	17	4	108	4	
18	19	20	21	CPI*	0	0	0	20(H)	21	22	23	24	4	112	4	
25	26	27	28	29	0	0	0	27	28				2	114	2	
*Staff attend CPR and CPI in either July OR August																
<b>August 2022</b>								<b>March 2023</b>								
1	2	3	4	5	0	0	0			1	2	3	3	117	3	
8	9	10	11	12	0	0	0	6	7	8	9	10	5	122	5	
15	CPR	CPI	18	19	0	0	3	13	14	15	16	17	5	127	5	
22	23	24	25	26	4	4	4	20	21	22	23	24	5	132	5	
29	30	31			3	7	3	27	28	29	30	31	0	132	0	
<b>September 2022</b>								<b>April 2023</b>								
			1	2(H)	1	8	1							132		
5(H)	6	7	8	9	4	12	4	3	4	5	6	7(H)	4	136	4	
12	13	14	15	16	5	17	5	10	11	12	13	14	5	141	5	
19	20	21	22	23	5	22	5	17	18	19	20	21	5	146	5	
26	27	28	29	30	5	27	5	24	25	26	27	28	5	151	5	
<b>October 2022</b>								<b>May 2023</b>								
3	4	5	6	7	5	32	5	1	2	3	4	5	5	156	5	
10	11	12	13	14	5	37	5	8	9	10	11	12	5	161	5	
17	18	19	20	21	4	41	4	15	16	17	18	19	5	166	5	
24	25	26	27	28	5	46	5	22	23	24	25	26	5	171	5	
31					1	47	1	29(H)	30	31			2	173	2	
<b>November 2022</b>								<b>June 2023</b>								
	1	2	3	4	4	51	4				1	2	2	175	2	
7	8	9	10	11	5	56	5	5	6	7	8	9	5	180	5	
14	15	16	17	18	5	61	5	12	13	14	15	16	0	180	0	
21	22	23	24(H)	25(H)	0	61	0	19	20	21	22	23	0	180	0	
28	29	30			3	64	3	26	27	28	29	30	0	180	0	
<b>December 2022</b>								<b>Student Full Day: 8:15 am - 2:55 pm</b>								
			1	2	2	66	2	<b>Student Half Day: 8:15 am - 11:15 am</b>								
5	6	7	8	9	5	71	5	CPI/CPR - Staff Only								
12	13	14	15	16	5	76	5	Full day for Staff and Students								
19	20	21	22(H)	23(H)	0	76	0	No School for Staff or Students								
26	27	28	29(H)	30(H)	0	76	0	Professional Development (PD)- Staff Only								
<b>January 2023</b>								1/2 Day - Students attend AM Only, PM Staff Prep								
2	3	4	5	6	5	81	5	1/2 Day - Students attend AM Only, PM Staff PD								
9	10	11	12	13	4	85	4	TOTAL PUPIL DAYS	180							
16	17	18	19	20	4	89	5	TOTAL STAFF DAYS	184							
23	24	25	26	27	5	94	5	Last Revised: 05/18/22								
30	31				2	96	2	Teacher Start/End Times: 8:00 am - 3:45 pm								
								Para Hours: 8:15 am - 2:55 pm								

# APPENDIX A-5 184 DAY CALENDAR

Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days	Mon	Tues	Wed	Thurs	Fri	Pupil Days	Staff Days		
<b>July 2022</b>							<b>February 2023</b>								
				1		0			1	2	3		3		
4	5	6	7	8		0	6	7	8	9	10		5		
11	12	13	14	15		0	13	14	15	16	17		5		
18	19	20	21	22		0	20 (H)	21	22	23	24		4		
25	26	27	28	29		0	27	28					2		
<b>August 2022</b>							<b>March 2023</b>								
1	2	3	4	5		0			1	2	3		3		
8	9	10	11	12		0	6	7	8	9	10		5		
15	16	17	18	19		2	13	14	15	16	17		5		
22	23	24	25	26		5	20	21	22	23	24		5		
29	30	31				3	27	28	29	30	31		0		
<b>September 2022</b>							<b>April 2023</b>								
			1	2 (H)		1									
5 (H)	6	7	8	9		4	3	4	5	6	7 (H)		4		
12	13	14	15	16		5	10	11	12	13	14		5		
19	20	21	22	23		5	17	18	19	20	21		5		
26	27	28	29	30		5	24	25	26	27	28		5		
<b>October 2022</b>							<b>May 2023</b>								
3	4	5	6	7		5	1	2	3	4	5		5		
10	11	12	13	14		5	8	9	10	11	12		5		
17	18	19	20	21		5	15	16	17	18	19		5		
24	25	26	27	28		5	22	23	24	25	26		5		
31						1	29 (H)	30	31				2		
<b>November 2022</b>							<b>June 2023</b>								
	1	2	3	4		4				1	2		2		
7	8	9	10	11		5	5	6	7	8	9		0		
14	15	16	17	18		5	12	13	14	15	16		0		
21	22	23	24 (H)	25 (H)		2	19	20	21	22	23		0		
28	29	30				3	26	27	28	29	30		0		
<b>December 2022</b>							<b>TOTAL PUPIL DAYS</b>								
			1	2		2						0			
5	6	7	8	9		5	<b>TOTAL STAFF DAYS</b>							184	
12	13	14	15	16		5									
19	20	21	22	23		0									
26	27	28	29	30		0									
<b>January 2023</b>															
2	3	4	5	6		5									
9	10	11	12	13		5									
16	17	18	19	20		5									
23	24	25	26	27		5									
30	31					2									

\*2 Professional Development Days will be individually determined by the staff person to total 5 PD Days

As per the contract the professional work day is 7.25 hours with variable start and end times based on student contact time





**APPENDIX A-8**  
**RELATED SERVICES INDIVIDUAL CONTRACT FORM**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the ERESA Board of Education (“Board”), and \_\_\_\_\_, the Employee, in accordance with the Master Agreement between the ERESA Board of Education and the Eaton County Education Association.

1. Board agrees to employ the Employee as \_\_\_\_\_ for the \_\_\_\_\_ school year. The scheduled work days are identified in the official school calendar.
2. The Employee hereby accepts said employment for said term and represents that he/she is qualified under the laws of the State of Michigan for said employment.
3. The Employee agrees to conform to all provisions of law relative to the qualifications for said employment and to perform all of the duties thereof for the first party as required by law during the life of this agreement.
4. The Employee hereby agrees to abide by the established policies of the ERESA Board of Education and to work under the direction of and be responsible to appropriate supervisory personnel and the ERESA Superintendent of Schools.
5. Salary of the Employee during the term of this contract shall be \_\_\_\_\_, to be paid in \_\_\_\_\_ equal bi-weekly installments, this is represented as step \_\_\_\_\_ on the \_\_\_\_\_ scale of the salary schedule. Excluding paid days provided per the collective bargaining agreement, the salary shall be pro-rated for services actually rendered.
6. This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the Eaton County Education Association. The terms of such collective labor agreement are incorporated herein and by accepting this contract you agree to be bound by all such terms, including wage deduction provisions thereof.
7. The ERESA is an equal opportunity employer. Questions, concerns or grievances may be directed to Human Resources for Title IX - Sex Bias, Special Education Director for 504 – disability, and Superintendent for Title VI - Other Civil Rights.
8. This contract and the collective bargaining agreement referenced in paragraph 6 are the complete agreement between the parties. They may not be modified except in writing as approved by the Board of Employment and signed by the Employee and/or the applicable collective bargaining representative.

\_\_\_\_\_  
*Employee*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Superintendent, By Board Authorization*

\_\_\_\_\_  
*Date*

Sick Days: \_\_\_\_\_  
 Seniority Date: \_\_\_\_\_

Personal Business Days: \_\_\_\_\_

**APPENDIX A-9**  
**INDIVIDUAL CONTRACT FORM: TEACHERS**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the ERESA Board of Education ("Board"), and \_\_\_\_\_, Teacher, in accordance with the Master Agreement between the ERESA Board of Education and the Eaton County Education Association.

1. Board agrees to employ Teacher as \_\_\_\_\_ for the \_\_\_\_\_ school year. The scheduled work days are identified in the official school calendar.
2. Teacher hereby accepts said employment for said term and represents that he/she is qualified under the laws of the State of Michigan for said employment.
3. Teacher agrees to conform to all provisions of law relative to the certifications and/or qualifications for said employment and to perform all of the duties thereof for the Board as required by law during the life of this agreement.
4. Teacher hereby agrees to abide by the established policies of the ERESA Board of Education and to work under the direction of and be responsible to appropriate supervisory personnel and the ERESA Superintendent of Schools.
5. Salary of the Teacher during the term of this contract shall be \_\_\_\_\_, to be paid in \_\_\_\_\_ equal bi-weekly installments. This is represented as step \_\_\_\_\_ on the \_\_\_\_\_ scale of the salary schedule for \_\_\_\_\_ work days. Excluding paid days provided per the collective bargaining agreement, the salary shall be pro-rated for services actually rendered.
6. Tthis contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the Eaton County Education Association and applicable Board policies. The terms of such collective labor agreement and applicable Board policies are incorporated herein and by accepting this contract you agree to be bound by all such terms.
7. The ERESA is an equal opportunity employer. Questions, concerns or grievances may be directed to Human Resources for Title IX - Sex Bias, Special Education Director for 504 - Disability and Superintendent for Title VI - Other Civil Rights.
8. This contract may be terminated without liability during its term under the provisions of applicable policies of the ERESA for any reason that is not arbitrary or capricious, including, without limitation, terminations attributable to job performance, misconduct or reductions in personnel. If Teacher is probationary, the contract may be terminated or not renewed in accordance with the Teachers' Tenure Act, as written.
9. This contract and the collective bargaining agreement referenced in paragraph 6 are the complete agreement between the parties. They may not be modified except in writing as approved by the Board of Employment and signed by the Employee and/or the applicable collective bargaining representative.

\_\_\_\_\_  
*Employee*  
 \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Superintendent, By Board Authorization*  
 \_\_\_\_\_  
*Date*

Sick Days: \_\_\_\_\_  
 Seniority Date: \_\_\_\_\_

Personal Business Days: \_\_\_\_\_  
 Teacher Tenure Status: \_\_\_\_\_



**APPENDIX A-10**  
**ERESA GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

**Distribution of Form:**

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant

**Submit to Supervisor in Duplicate**

Assignment: \_\_\_\_\_ Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

**STEP I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Contract Sections Violated: \_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

C. Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

D. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date



**ERESA GRIEVANCE REPORT – Page 2**

**STEP II**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
Signature / Date

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
Signature / Date

**STEP III**

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 IV**

Date Submitted to Arbitration: \_\_\_\_\_

Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
Signature / Date

**APPENDIX A-11**  
**COMPLIANCE STATEMENT**

**ERESA Board of Education**  
**Statement of Assurance of Compliance with State and Federal**  
**Law**

The ERESA Board of Education complies with all State and Federal Laws and regulations prohibiting discrimination, and with all requirements and regulations of the Michigan and U.S. Department of Education. It is the policy of the ERESA Board of Education that no person on the basis of race, color, religion, national origin, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the Michigan or the U.S. Department of Education.

**Title VI**

No person(s) shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities that receive Federal financial assistance.

Coordinator/Grievance Officer: Superintendent or Designee  
(517) 543-5500

**Title IX**

No person(s) shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity for which financial assistance is received from the U.S. Department of Education.

Coordinator/Grievance Officer: Superintendent or Designee  
(517) 543-5500

**Section 504**

No otherwise qualified individual with a disability shall, solely by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the ERESA is responsible.

Coordinator/Grievance Officer: Superintendent or Designee  
(517) 543-5500

**APPENDIX A-12**  
**GUIDELINES FOR THE ADMINISTRATION OF THE SHORT-TERM PAID MEDICAL LEAVE**

A. Approval for short term paid medical leave pursuant to Article VIII(D) shall be limited to bargaining unit employees who are physically and/or mentally incapacitated and who have exhausted their accumulated sick leave.

1. The bargaining unit employee shall make written application for leave with Human Resources.

Human Resources shall request that an applicant provide a physician's statement certifying his/her physical and/or mental disability or serious health condition prior to approving the request for leave.

In order to be eligible, an applicant must have worked for the District for at least one year, must have a "serious health condition" as defined by the FMLA, and must submit verification of a serious health condition. The primary purpose is to assist employees who have a serious health condition and as a result, exhaust their personal accumulated sick leave, and/or need continuing treatment as a result of a serious health condition or disability. It is not intended for absences not due to a serious health condition, or childcare, nor is the leave intended to be utilized by an applicant who has routinely not accumulated sick leave.

B. Any bargaining unit employee shall be eligible for leave except as provided herein:

1. Bargaining unit employees who are on an unpaid leave of absence shall not be eligible for leave.

Leave shall not be granted for the purposes of family illness, child or dependent care, personal business, bereavement, or the observance of religious and/or other holidays.

C. Human Resources shall, in its discretion, determine the basis for granting the bargaining unit employee's request for leave.

1. Human Resources shall have the authority to approve up to twenty (20) workdays to the applicant each year, provided that the applicant has at least ten consecutive years of service with the District. If the applicant has five to less than ten consecutive years of service with the District, the authority is reduced to fifteen (15) workdays per applicant per year; and if the applicant has one to less than five consecutive years of service, the authority is reduced to ten (10) days per applicant per year.

Human Resources shall review the attendance records of all applicants requesting leave.

Human Resources shall not unreasonably withhold approval of applications for leave.

Should Human Resources deny an application for leave, the applicant shall be provided with written notice together with the reason(s) therefore and notification of the option for a committee review under Article VIII, Section D(6).

D. Upon receipt of written authorization for leave, payment will be made within ten (10) workdays or with the next payroll whichever comes first.

E. The foregoing guidelines shall be subject to joint review in May of each year upon the request of either party to the Master Agreement.

# APPENDIX A-13

## FMLA NOTICE

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

### UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, 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\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



**For additional information:**  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor Wage and Hour Division



WHD Publication 1420 ·  
Revised February 2013

**EATON REGIONAL EDUCATION SERVICE AGENCY  
and  
EIEA**

**LETTER OF AGREEMENT RE: TEACHERS AND RELATED SERVICE STAFF  
SALARY SCHEDULE**

This Letter of Agreement entered into on this 10 day of June, 2022, by and between the Board of Education of Eaton Regional Education Service Agency in the County of Eaton, Michigan, hereinafter referred to as "Board," and the Eaton Intermediate Education Association, ECEA/MEA/NEA, hereinafter referred to as "EIEA," hereby agree as follows:

1. Effective July 1, 2022, a new MA+30 lane shall be applied solely to the Teachers and Related Service Staff 184 day Salary Schedule.
2. Current teachers and related service staff who qualify for MA +30 shall be moved to the corresponding step in the new lane, effective July 1, 2022.
3. The below lanes shall be added to the Master Agreement for the 2022-2023 and 2023-24 school years:

	1.50%
2022-23	2023-24
<b>MA+30</b>	<b>MA+30</b>
47,940	48,659
49,980	50,730
52,020	52,800
54,060	54,871
56,100	56,942
58,140	59,012
60,180	61,083
62,220	63,153
64,260	65,224
66,300	67,295
68,340	69,365
70,380	71,436
72,420	73,506
74,460	75,577
77,520	78,683
80,580	81,789



4. The following language shall be modified in (#3 below) and added (#4 below) to Article XIII, Section C to be effective July 1, 2022:

3. A MA+15 shall be interpreted to mean an advanced degree in the field related to the position that includes either 1) a 45 graduate credit Master's degree or higher or 2) a Master's Degree and graduate credits totaling 45 or more hours.

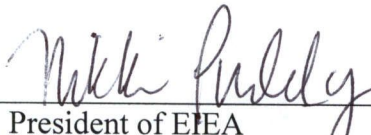
4. A MA+30 shall be interpreted to mean an advanced degree in the field related to the position that includes either 1) a 60 graduate credit Master's degree or higher or 2) a Master's Degree and graduate credits totaling 60 or more hours.

5. All other terms and conditions of the 2022-2024 Master Agreement will remain in full force and effect through June 30, 2024.

EATON REGIONAL EDUCATION  
SERVICE AGENCY BOARD OF  
EDUCATION

EATON INTERMEDIATE EDUCATION  
ASSOCIATION, ECEA/MEA/NEA

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
President of EIEA

6-10-2022  
\_\_\_\_\_  
Date

6.10.2022  
\_\_\_\_\_  
Date