

**Preamble**

2006-08

Recognizing that providing a high quality education for the children of Moran Township is the paramount aim of this School District, and that good morale in the Support Staff is necessary for the best education of the children, we do hereby declare that:

- A. The Board of Education, under law, has the final responsibility of establishing policies for the district.
- B. The Superintendent and the administrative staff have the responsibility of carrying out the policies established.
- C. The Support Staff has the ultimate responsibility of providing the best possible support to the educational experience of the students.

This agreement entered into this 21st day of August, 2006 by and between the Board of Education of Moran Township School District of Moran Township in the County of Mackinac, Michigan, hereinafter called the "Board", and the Support Staff of Moran Township School District, hereinafter called the "Staff," is for a period of time beginning August 25, 2006 and ending August 25, 2008, a two-year contract.

**WITNESSETH**

WHEREAS, the Board is the elected representatives of the Moran Township School District functioning as the legal governmental entity entering into this Agreement, and

WHEREAS, the Board and the Staff recognize and declare that providing a quality education for the children of Moran Township School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the Support Staff, and

WHEREAS, the members of the Support Staff are particularly qualified to assist in programs designed to improve educational setting, and

WHEREAS, the board has an obligation to bargain with the Staff as the representative of its school support personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm in this agreement,

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

## ARTICLE ONE (1)

### RECOGNITION

- A. The Board hereby recognizes the Staff of Moran Township School District as the exclusive bargaining representative for the support personnel including but not limited to secretarial, food service, aides, and custodial employees.
- B. The Board agrees not to negotiate with any staff organizations other than the Staff for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Staff, if the adjustment is not inconsistent with the terms of this Agreement.
- C. The Staff hereby recognizes the Board as the elected representatives of the Moran Township School District for the purpose of entering into this Agreement.
- D. The Board and the Staff recognize the following construction of language as used in this Agreement:
  - 1. All words and phrases shall be construed and understood according to the plain, ordinary and common usage of the language. In case of conflicts in determining meaning or usage, the latest edition of Webster's International Dictionary shall prevail.
  - 2. The word "shall" is always mandatory and not discretionary.
  - 3. The words "may" and "can" are permissive.
  - 4. In computing a period of days, the first day and the last day are included. If the last day of any period is Saturday, Sunday, or a legal holiday, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.

## ARTICLE TWO (2)

### STAFF RIGHTS

- A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support any professional association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in a professional association, participation in any activities of said association, institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.
- C. Any employee at any time may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Staff or other association. Such authorization shall continue in effect unless subsequent to June first and prior to September fifteenth of any year, such authorization is formally revoked by the employee in writing and copies thereof are delivered to the Staff and the Board. The deduction of membership dues may be made from one or more regular pay checks each month, for ten months, beginning in September and ending in June of each year, or may be made from a single pay check in September. The Board agrees to promptly remit to the respective Association all moneys deducted, accompanied by a list of employee from whom the deductions have been made.
- D. The Board agrees to furnish to the Staff any available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Staff in the development of intelligent, accurate, informed and constructive programs on behalf of the Staff and the students, together with the information which may be necessary for the Staff to process any grievance or complaint.

- E. The Board will consult with the Staff on new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of support policy which are proposed or under consideration. The Staff shall be given the opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- F. Nothing contained herein shall be construed to deny or restrict to any employee, the rights the employee may have under the Michigan General School Laws or applicable civil service laws, regulations and under the Federal Equal Employment Opportunity and the Americans With Disabilities Acts and subsequent regulations.
- G. The Staff and its members shall have the right to use school building facilities at reasonable hours for meetings, providing the Superintendent has been notified. No employee shall be prevented from wearing insignia, pins or other identification of membership in any professional association either on or off school premises. Bulletin boards, use of telephone for local or calling card or collect calls and other established media of communication shall be available to the Staff
- H. The Staff and its members shall have the right to have meetings of their association or other group meetings related to school business. The time shall be determined by mutual agreement between the Staff and the Superintendent.

### **ARTICLE THREE (3)**

#### **BOARD RIGHTS**

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and course of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## ARTICLE FOUR (4)

### COMPENSATION

- A. The wages of employees covered by this Agreement are set forth in Schedule A. See attached salary schedule. Such wage schedule shall remain in effect from August 26, 2006 through August 25, 2008, a two-year Agreement.
- B. Schedule A is based upon a normal workload as described in this Agreement. For extra duty, an employee shall be entitled to appropriate additional compensation, as negotiated between the Board and the Staff for the specific circumstances.
- C. An employee engaged during the school day in negotiations on behalf of the Staff with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- D. Employees shall be paid for up to two "Act-of-God" days (or hours totaling 16 hours if full time or what ever number of hours is equal to a day for that staff member; a staff member who works 4 hours per day shall be paid for 8 hours or two days times 4 hours per day). If school is cancelled staff will need not report. Any additional "Act-of-God" days the staff will be required to report to work and will be paid for hours worked. Any additional "Act-of-God" days shall be made up in accordance with State law.
- E. The Board shall make payment of insurance premiums for each full time staff member to provide insurance coverage as detailed below (Benefits will be "grandfathered" for those support staff employed on July 1, 2006; Blanche Thomas, Julie Moore and Paul Grove. No full or part time future support staff hired after July 1, 2006 will receive benefits.) for the full twelve-month period commencing September first and ending August thirty-first. The following benefits shall be provided by the Board for the Staff hired before July 1, 2006:
  - 1. Health Insurance - Full family coverage, single person or two person coverage will be provided to full time Support Staff, for hospitalization, medical and surgical protection at the following rates: single person; \$6,430 per year: two person; \$14,496 per year: full family; \$16,107 per year. This is equal to the 06-07 rates for MESSA Choices II. Effective for the rate years 2007-08 should the full family, two person or single person premium rate for health insurance coverage increase more than 6% above

the full family, two person or single person premium rate for health insurance, the bargaining unit member shall be responsible for payment of the premium in excess of 6%, in any one year, upon notification of the Board.

2. Cash-in-lieu Program – A cash-in-lieu program provided by the Board equal to \$300 per month for 12 months per year totaling \$3,600 per year cafeteria plan, shall be provided to full time support staff who chose not to take the Health Insurance.
  3. Dental Insurance - School District shall provide for full time employees: One Thousand dollars per family member per year maximum, for general dentistry and oral surgery. Ninety percent provided per visit by the School District, ten percent paid by the employee. A lifetime maximum of Two Thousand dollars per family, for orthodontics at one hundred percent of the cost, provided by the School District. Part time employees (less than 8 hours per day) shall receive sixty (60) percent of the above. Six Hundred dollars per family member per year maximum, for general dentistry and oral surgery. Sixty (60) percent provided per visit by the School district, forty (40) percent paid by the employee. A lifetime maximum of One Thousand Two Hundred dollars per family, for orthodontics at sixty (60) percent of the cost, provided by the school District.
  4. Vision Insurance - School District shall provide to full time staff members, VSP-3 Plus, for full family coverage.
  5. Life Insurance - Ten Thousand dollars per full time employee and retiree (if employed in 2004-05), does not include family members. Intent is to end paying life insurance to future retired employees but keep it for current employees when and if they retire from Moran Township School District. Current employees who will have ten thousand in term life insurance paid by the Board after retirement will be Blanche Thomas and Julie Moore.
  6. Workers Compensation - The School District shall provide comprehensive workers compensation insurance at no cost to the Support Staff.
- F. In each year of this Agreement, the Board shall pay the required contributory retirement percentage for each employee to Michigan Public School Employee's Retirement Fund.
- G. Employees hired on or before March 15<sup>th</sup> of the current school year shall be considered to have established their anniversary date as of September 1<sup>st</sup> of the current school year for the purposes of determining seniority, longevity, and credit towards the salary schedule. Employees hired on March 16<sup>th</sup> or later of the current school year shall be considered to have their anniversary date effective on



the following September 1<sup>st</sup> for the purposes of determining seniority, longevity and credit towards the salary schedule.

H. The following are employee classifications that receive wages and benefits as detailed in this Agreement:

Full time-year round: (Custodian) Works a minimum of eight hours per day, five days per week, for fifty-two weeks per year.

Full time-school calendar: (Secretary and Cook) Works a minimum of six hours per day, five days per week beginning at the start of school in the fall and ending at the closing of school in the spring.

The following are employee classifications that receive wages and no benefits (health, vision or life insurances), except those mandated by law or those “grand-fathered” to receive dental.

Part time-year round: Works less than 8 hours per day, five days per week, fifty-two weeks per year.

Part time-school calendar: Works less than 8 hours per day, five days per week, beginning at the start of school in the fall and ending at the closing of school in the spring.

The following are employee classifications that receive wages only, but no benefits, except those mandated by law, as detailed in this Agreement:

Temporary: Normally works any hours, usually less than six hours per day and less than five days per week, but in no case shall length of employment exceed twelve weeks per year.

Substitute: Normally works on an as needed, on call basis, but in no case shall the length of employment exceed a total of twenty (20) days per year.

Summer: Normally works as needed during summer recess of the school year, at the discretion of the Superintendent.

I. Over time shall be paid at a one and a half (1 1/2) times the hourly rate of the employee, as regulated by federal and state law.

J. Support Staff, for the 2004-05, 05-06, 06-07, 07-08 school year, since there is no school in session on Labor Day and Memorial Day (school starts after Labor Day

and is scheduled to end before Memorial Day), the cook secretary and custodian will have three paid holidays – Thanksgiving, Christmas and New Years

- K. Mileage for employees traveling on school business, whether to workshops or conferences, will be equivalent to the IRS mileage guidelines.
- L. If a support staff member is available for duty during time that students are eating lunch, lunch will be provided to the support staff by the district.

**ARTICLE FIVE (5)**  
**PROFESSIONAL IMPROVEMENT**

- A. Upon request by a staff member and if recommended by the Superintendent, an employee may attend selected professional development conferences and meetings with the expense to be paid by the School District. Employees are entitled to attend at least one conference per school year with all expenses paid. Employees shall be granted sufficient leave time to attend such conferences or meetings without loss of compensation.

## ARTICLE SIX (6)

### WORKING HOURS

- A. The Board and the Staff recognize that the standard workweek consists of Monday through Friday, with the standard workday as defined in Section C of this Article. The Board will so far as possible, set work schedules and make assignments, which can reasonably be completed within such standard workweek. The Board will not require employees to regularly work in excess of such standard workweek within or outside of the school building. The work day length and school calendar will be recommended by the Superintendent and approved by the Board at the beginning of each school year.
- B. The school year will number 180 student contact days, unless otherwise mandated by State Law.
- C. The employee's standard workday shall be considered as those hours and activities the employee requires to perform their assigned duties. On scheduled half-days, the Superintendent shall set the workday length. The Board shall not require employees regularly to work in excess of such standard workday or workweek within or outside of the school building. Employees shall be entitled to an unpaid duty-free uninterrupted lunch period, not to exceed one hour.
- D. If school is closed due to severe inclement weather or other "Acts-of-God", after the beginning of the workday, all employees will be free to leave after the buses leave. The district will pay for up to two "Act-of-God" days or 16 hours. If employees stay and work, they will be compensated.
- E. In the event that school is closed due to "Act-of-God" days in excess of the number of hours or days within the school year, the calendar shall be adjusted accordingly upon recommendation by the Superintendent and with approval by the Board.

## ARTICLE SEVEN (7)

### WORK LOADS AND ASSIGNMENTS

- A. The following work classifications list the minimum workloads and assignments for each position of employment as envisioned by the Board. The work loads and assignments for each position may be increased or decreased as the needs occur at the direction of the Superintendent, subject to the right of the employee to appeal the decision of the Superintendent to the Board.
  
- B. The compensation paid to each employee for their work classification shall be as detailed in Schedule A and adjusted as required and stated within this Agreement. Where the workloads and assignments are revised at the direction of the Superintendent, the employee may request the Board to adjust the compensation for their work classification. The employee shall detail the additional work load, assignment and requested compensation in writing to the Superintendent who shall make a recommendation to the Board to approve, reject or modify the request at the first regularly scheduled meeting of the Board after receipt of the written notice by the Superintendent. The employee may present to the Board such evidence and witnesses as may be required to document the additional workload and the compensation paid for similar workloads at other school districts. The Board shall approve, reject or modify either the Superintendent's recommendation or the employee's basic compensation no later than the next following Board meeting, and school provide a written notice of the Board's decision to the employee and the staff representative.
  
- C. Job Descriptions will be developed in consultation with representatives from the Support Staff in each classification.

## ARTICLE EIGHT (8)

### WORKING CONDITIONS

The Board and the Staff recognize that the availability of optimum school facilities for both student and employee is desirable to insure the high quality of education that is the goal of both the Staff and the Board.

- A. The Board shall provide, within budgetary limits, appropriate tools, equipment and supplies necessary to operate and maintain the school facilities. The Board, the Superintendent, and the Staff will confer from time to time for the purpose of improving the selection and the use of such equipment. The Board agrees to keep the school reasonably and properly equipped and maintained, subject to financial limitations.
- B. The Board agrees that certain employees need adequate funds to provide for consumable materials and to acquire and maintain durable goods and equipment. Therefore, the Board shall provide within budgetary limits an adequate budget for these purposes, to be spent as the employee deems necessary, upon approval of the Superintendent.
- C. The Board will authorize applications for federal, state, and any other grant funds available for education, whenever possible.
- D. Telephone facilities shall be made available to employees for their reasonable use.
- E. Adequate designated parking facilities shall be made available to employees for their reasonable use.
- F. Notwithstanding their employment, employees shall be entitled to full rights of citizenship. Religious or political activities of any employee, or the lack thereof, shall not be grounds for any discipline or discrimination with respect to the employment of such employee.
- G.. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, national origin, age, sex, mentally or physically challenged, marital status or membership in or association with the activities of any employee organization. The Board and the Staff pledge themselves to seek and extend the advantages of public education to every student without regard to race, creed, religion, sex, national origin or the mentally or physically challenged and seek to achieve full equality of educational opportunity to all students, in accordance with federal laws.

## ARTICLE NINE (9)

### VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any position or a new opening in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Staff and providing for appropriate posting in the school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall be posted for at least five school days.
- B. The Board declares its policy of filling vacancies, including vacancies in supervisory positions, with the best candidate available. All applicants for a vacant position presently employed by the school district shall be given full consideration of the following: seniority, experience, competency, and qualifications of the applicant as determined by the Board. No employee shall automatically transfer to an open position.
- C. New hires shall have a ninety (90) calendar day probationary period within which time the Board may elect to release new hire if in the Board's opinion, as recommended by the Superintendent, the said new hire does not perform adequately.
- D. Transferring employees shall have a thirty (30) calendar day probationary period within which time the employee may transfer back to their original position or, the Board may elect to rescind such transfer.
- E. Any employee who shall transfer to another position and shall later return to their previous position shall be entitled to retain such rights and benefits as the employee may have had prior to such transfer.

## **ARTICLE TEN (10)**

### REDUCTION IN PERSONNEL - LAYOFF AND RECALL PROCEDURES

It is hereby specifically recognized that the Board has the right when necessary to reduce the educational program, curriculum and staff. The procedures set forth in this Article shall be used in laying off personnel, subject to those limitations expressly set forth elsewhere in this Agreement between the Board and the Staff.

- A. Layoff Procedure - In order to promote an orderly reduction in personnel when curriculum and staff is curtailed, the following procedure shall be used:
1. Probationary employees shall be laid off before employees with seniority. Probationary employees' lay off shall proceed on the basis of performance evaluation, certification and inverse seniority.
  2. Employees shall be laid off on the basis of experience and seniority. Layoffs made pursuant to this section shall be made in the inverse order of seniority; i.e., those with the least seniority are to be laid off first. For the purposes of this Agreement "seniority" is defined as non-terminated years of employment in the school in full time positions. Leaves of absence shall not be considered terminations; however, time spent on unpaid leave shall not count toward seniority.
  3. The Board will further use its best efforts to assist all employees terminated by lack of work to secure employment.
- B. Recall Procedure
1. Any employee on layoff shall be recalled in inverse order of layoff provided the employee is qualified for the vacancy. The employee shall be notified by certified mail to addressee only, return receipt requested. Within fourteen calendar days of the receipt of a written offer to return to employment, the employee shall accept the position in writing or it shall be determined that the employee has declined the position thereby losing the employee's right to recall. It is the employee's responsibility to keep the employee's address current with the Superintendent.

## ARTICLE ELEVEN (11)

### PAID LEAVE

- A. All employees absent from duty due to personal illness, attendance at funerals, or serious illness in the immediate family shall be allowed full pay for a total of twelve days per year. Unused days may be accumulated up to 180 days or the state mandated school year if longer.
- B. All employees shall be entitled to three personal days per year. Unused days may be accumulated up to eight (8) days, and may be used consecutively. Unused personal days shall be accumulated as unused sick days. All support staff may receive a fourth personal business day per year, to be subtracted from their accumulated sick leave.
- C. Any employee who is absent because of injury or disease compensable under the Michigan Workmen's Compensation Law shall receive benefits as outlined in the Michigan Workmen's Compensation Law.
- D. Paid leave, to be deducted from the employee's accumulated sick leave, shall be granted for the following reasons:
  - 1. Attendance at a ceremony awarding a degree to the staff member.
  - 2. Attendance at the school graduation of a son or daughter, husband, or wife.
  - 3. Maternity or adoption leave.
- E. Absence when an employee is called for jury duty, or to give testimony pertaining to this school district, or the employee's employment with same, before any judicial or administrative tribunal or in arbitration, negotiation, mediation, or fact-finding proceedings shall be with full pay and not deducted from accumulated sick leave.
- F. An employee shall be entitled to paid extended sick leave at any time that the Board receives a written statement from the employee's personal doctor stating that the employee is unable to work. Pay shall continue as long as the employee has accumulated paid leave.
- G. An employee absent due to personal illness, attendance at funerals, or serious illness in the immediate family on a scheduled half day shall result in a one half day deduction from the employee's accumulated sick leave.
- H. Paid Vacations shall be provided to full time year round employees, according to the following schedule:
  - 1. After completion of one (1) full year (365 calendar days) the paid vacation time shall be five (5) days.



2. After completion of two (2) full years the paid vacation time shall be ten (10) days each year.
  3. After completion of (10) full years the paid vacation time shall be fifteen (15) days each year.
  4. After completion of fifteen (15) full years the paid vacation time shall be twenty (20) days each year.
  5. Vacation days may not be accumulated.
  6. Vacation days may be used independently, consecutively, or in any combination.
- I. Commencing with the first year of this contract paid leave shall be based on an employees work day, not based on hours worked.

## ARTICLE TWELVE (12)

### UNPAID LEAVE

- A. Any employee whose personal illness extends beyond the period compensated under Article Eleven (11), shall be granted a leave of absence without pay up to one year as necessary for complete recovery from such illness. Unpaid leave for illness may be extended by the Board depending on the particular circumstances involved with the illness.
- B. With Board approval, a one-year leave of absence without pay, shall be granted upon application.
- C. With Board approval, up to one year of leave of absence without pay, shall be granted upon application for maternity or adoption leave:
  - 1. This leave shall be available to all employees.
  - 2. The employee may request maternity leave at any time during the pregnancy.
  - 3. The Board may place an employee on paid sick leave at any time that it receives a written statement from the employee's personal doctor stating that the employee is unable to work. Pay is to continue as long as the employee has accumulated paid leave.
  - 4. The employee may request adoption leave at the time the child is available for placement with the employee.
  - 5. Paternity leave shall be subject to State law.
- D. Leaves of absence without pay may be granted by the Board to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- E. The Board may grant leave of absence without pay to any employee who enters the Peace Corps, Vista, or other national service programs.
- F. Upon return from any leave, up to one year, an employee shall be assigned to the same position, if available, that the employee held at the time leave was taken, or a substantially equivalent position if available, provided notice of return for the following year is given to the Board by March fifteenth. The employee shall

retain all seniority and status, including all previously earned accumulated sick leave at the time leave was taken.

- G. The Board shall allow credit toward annual step increment increases, provided the leave would contribute to the improved quality or experience of the employee on leave. The Board shall set the criteria for the award of the pay increase prior to the leave being granted.
- H. During unpaid leave other than personal illness, maternity or adoption leave, or family leave, the employee shall not have any benefits, nor shall the employee accrue any sick leave or vacation during the leave. In accordance with Federal law, the employee may elect to retain health insurance coverage by paying the insurance premiums.
- I. Family leaves of absence are in accordance with Federal law. The Board shall provide up to twelve (12) workweeks of unpaid leave to all of the employees working 750 hours or more during any contract year for one of the following reasons:
  - 1. The birth or care of a child
  - 2. The adoption or foster care of a child
  - 3. The care of a spouse, son, daughter or parent if such individual has a serious health condition.
  - 4. A serious health condition of an employee that disables them from performing the functions of their position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health care provider (MD or DO).

During a family leave, the Board shall maintain the employee's current coverage under the District's health insurance program, but the employee shall not accrue any sick leave, vacation, or other benefits during the leave period.

## ARTICLE THIRTEES (13)

### TERMINATION, RESIGNATION AND RETIREMENT

- A. Individual employment contracts may be suspended or terminated upon a majority vote of the Board of Education, subject to state law. In such cases, the Board shall abide by due process and such terms as set forth in this Agreement, as well as all applicable federal and state statutes.
- B. An employee may resign in accordance with the terms of this Agreement or their employment contract, upon two weeks minimum advance notice. Health and life insurance coverage shall terminate the last day of the month that the employee resigns. Employees who resign at or after the school year ends shall have coverage through August thirty-first.
- C. Any employee may retire at such time as they fulfill the requirement. Retirement requirements and benefits shall be pursuant to the rules of the Michigan Public School Retirement System. All Staff members shall automatically become members of the retirement system.
- D. Upon termination of employment after five (5) or more years, fifty percent of the accumulated paid leave, up to a maximum of 180 days, computed at the rate of highest teacher sub pay shall be paid to the terminating employee. In case of death, payment shall be made to heirs or beneficiaries.
- E. This section E including parts 1; (a), (b), and (c) and parts 2; (a) and (b) is grandfathered and will apply only to members of the Support Staff employed during the 2004-05 school year. Specifically, those members are Blanche Thomas and Julie Moore. This Section E and all its parts will expire after all the above have retired. When the above named Staff reach the age of 55, or 46 if a MIP member, and has not less than ten (10) consecutive years of service as a Support Staff Member in the Moran Township School District, shall have the option to be granted an early retirement supplemental pay incentive. (Intent is to grandfather this section and remove it from the contract if and when the above named staff retire.)

#### 1. Conditions:

- a. An employee must be at least at step ten (10)
- b. Employees who qualify for the retirement incentive program must, for the purpose of continuity, complete the first semester or complete the entire year.
- c. The written declaration by the employee to request retirement shall be made to the superintendent.

2. Benefits: Retirement Purchase or One Time Lump Sum Payment

- a. For the years 2001-2004 and 2004-05 and 2005-06 and 2006-07 and 2007-08, the Board shall pay up to \$10,000 for each support staff member to choose a one-lump-payment or purchase of retirement credit.

## **ARTICLE FOURTEED (14)**

### **SUPPORT SAFF EVALUATION**

- A. The work performance of all support staff shall be evaluated, in writing by the Superintendent, with a notification to the employee being evaluated. The evaluations, which are to take place every other year, shall be based on, but not limited to, at least two observations. Employees shall be evaluated every other year unless there is written notification from the Superintendent stating a need for an evaluation. In case of unfavorable evaluation, the support staff member may file a letter explaining the employee's position. The letter shall be attached to the employee's evaluations.
- B. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, closed circuit television, public address radio or audio systems and similar surveillance devices shall be strictly prohibited. Rules for observation such as length, time, guidelines, and form used, shall be set with joint approval of the Superintendent and the Staff.
- C. An employee's file, except for those restricted by law, shall be for official school business only. Each employee shall have the right upon request to review the contents of the employee's own personal file. A representative of the Staff may be requested to accompany the employee in such review.
- D. An employee shall at all times be entitled to have present a representative of the Staff when the employee is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken in respect to the employee until such representative of the Staff is present.
- E. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage, without just cause including adverse evaluation of employee performance or violation of State and Federal laws. Any discipline assessed by the Board, or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- F. If an employee after receiving a reasonable degree of assistance fails to perform their assigned responsibilities for a period of six months, dismissal may be invoked by the Board, in accordance with applicable Federal and State laws and the terms and conditions of this Agreement. The actual six-month period shall pertain to the employed months of the individual.
- G. Attached evaluation form:

**ARTICLE FIFTEEN (15)**  
**PROTECTION OF THE STAFF AND THE BOARD**

- A. The Board recognizes its responsibility to give reasonable support and assistance to employees with respect to maintenance of control and discipline in the school, on school property and during school sponsored events. The Board further recognizes that the Staff may not fairly be expected to assume the role of warden or custodian for temporarily disruptive students. The employees shall support enforcing the published rules and regulations of the school district as they apply to students. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board shall take reasonable steps to relieve the employee of responsibilities with respect to such student, and initiate appropriate referrals.
- B. Any case of assault by a student upon an employee on duty shall be promptly reported to the Board or its designated representative. The Board shall provide counsel to advise the employee of the employee's rights and obligations with respect to such assault. The Board shall render reasonable assistance to the employee in connection with handling of the incident by law enforcement agencies and authorities.
- C. Any complaints by a parent/ legal guardian of a student directed toward an employee shall be resolved by direct conference between the parent and the employee involved. Failure to resolve at this step shall result in a conference with the parent/legal guardian, the employee, and the Superintendent. Any complaint not resolved at this step, shall be submitted to the Board by the Superintendent and the Staff representative for Board resolution. Failure to resolve at this step shall result in the issue being resolved in accordance with State law.
- D. Discharge or demotion of an employee may be made only for reasonable and just cause.
- E. If any employee is complained against or sued by reason of permissible disciplinary action in accordance with the laws of the State and Federal governments taken by the employee against the student, the Board shall provide legal counsel and render any necessary assistance to the employee's defense.
- F. Upon the filing of any civil or criminal charges against the employee in a court of law, the Board shall immediately terminate any legal counsel and assistance provided by the Board.
- G. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee, provided the time lost is not due to the misconduct or negligence of the employee.

## ARTICLE SIXTEEN (16)

### NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, or those covered by this Agreement and of common concern, shall be subject to professional negotiations during the period of this Agreement upon written notice to the other party. Within sixty days, the parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. In the event the salary schedule is reopened for negotiations, by either party, as provided in Article IV of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule.
- C. At least one hundred and twenty days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of employees employed by the Board.
- D. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representative of the other party and each party may select its representative from within or outside the school district. It is recognized that no final agreement between the Board and the Staff may be executed without ratification by a majority of the Board and by a majority of the membership of the Staff, but the Board and the Staff mutually pledge that the representative selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.
- E. If the Board and the Staff fail to reach an agreement in any such negotiations, either party may enter into the mediation process of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.



## ARTICLE SEVENTEEN (17)

### PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by an employee of the Staff that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or misapplication of any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The term “days” as used herein shall mean days in which school is in session. During the summer school vacation months “days” shall mean Monday through Friday.
- C. An employee believing there is a basis for a grievance shall as early as possible, but at least within fifteen days of its alleged occurrence, or of gaining knowledge of that occurrence, discuss the alleged grievance with the Superintendent either personally or accompanied by a Staff representative in an attempt to resolve the problem. Days when the Superintendent is not available in the building shall be added to the above number of days. If resolution is obtained within fifteen days of the initial discussion, the employee shall reduce the grievance to a written record and file the same with the Superintendent. The Superintendent shall render the decision in writing and transmit the same to the grievant and the Staff within ten days of receipt of the written grievance.
- D. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants;
  - 2. It shall be specific;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 4. It shall cite the section or subsections of the Agreement or Policy Manual alleged to have been violated, if applicable;
  - 5. It shall contain the date of the alleged violation;
  - 6. It shall specify the relief requested.

- E. If the decision is unsatisfactory to the grievant, the grievant may appeal the grievance to the Board by filing a copy of the grievance, along with the decision of the Superintendent, with the secretary or other designated representative of the Board within six days of receipt of the Superintendent's disposition. The Board, no later than its next regular meeting or within two calendar weeks, whichever shall be later, shall meet with the grievant, the Staff and the Superintendent on the grievance. Disposition of the grievance in writing by the Board shall be made no later than thirty days from the meeting and a copy given to the grievant and the Staff.
- F. If the Staff is not satisfied with the disposition of the grievance by the Board and the Staff intends to submit the matter to arbitration, the Staff shall notify the Board of such intention within fifteen days of receipt of the Board's disposition. If the parties cannot agree upon an impartial arbitrator within five days from the notification date that arbitration will be pursued, the Staff shall, within ten days from the date that the Board is notified, demand arbitration through the American Arbitration Association in writing in accordance with its rules which shall likewise govern the selection of the Arbitrator. Neither party may raise a new defense or grounds at the arbitration having not previously been raised or disclosed. The decision of the Arbitrator shall be final and conclusive and binding upon employees, the Board and the Staff; subject to the right of the Board or the Staff to judicial review. The lawful decision of the Arbitrator shall be forthwith placed into effect.
- G. The Arbitrator shall only have the authority to adjust grievances in accordance with this Agreement. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Staff or the Board any rights or privileges which were not obtained in the negotiation process. The Arbitrator shall have no power to interpret State or Federal law.
- H. Retroactivity may or may not be determined by the Arbitrator per the merits of the case. The maximum period of retroactivity allowed for arbitration awards or grievance settlements shall be a date not earlier than 180 calendar days prior to the initiation of the written grievance in step one, i.e. filing of written grievance.
- I. The fees and expenses of the Arbitrator shall be shared equally by the parties.

- J. The time limits provided in this Article shall be strictly observed. Grievances not appealed within the designated time limits for the various steps of the grievance procedure will automatically result in the grievance being considered closed. Grievances not answered by the Superintendent or the Board within the designated time limits shall be considered automatically appealable and processed to the next step. Where the Board does not provide the required answer to a grievance within the time limit provided at the previous steps, the time limit for filing at the next step shall be extended for ten additional days. The time limits at any step, or for any hearing, may be extended by written mutual agreement of the parties involved at that particular step. In the event a grievance is filed after May fifteenth of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Should the Board or the Superintendent fail to timely present a disposition, the grievance shall be deemed denied and the Staff may timely proceed to the next step of the grievance procedure.
  
- K. The employee, Staff representatives, Superintendent and Board representatives shall, throughout the grievance procedure, treat each other with courtesy, and no effort shall be made by either party or its representatives to harass or intimidate the other party or its representatives.
  
- L. In any case where the Staff has complained of an action of the Board, which has resulted in no loss of wages, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.

## ARTICLE EIGHTEEN (18)

### SUBSTANCE ABUSE

The Board and the Staff believe that quality education is not possible in an environment affected by drugs or alcohol. To promote this belief, employees are required to report to work in appropriate mental and physical condition to perform their duties in a satisfactory manner. The Board and the Staff will establish and maintain an educational setting, which is not tainted by the use or evidence of use of any controlled substance.

- A. The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any employee at any time while on District property.
- B. The Board and the Staff recognize alcoholism and drug abuse as treatable illnesses. When such illnesses impair the performance of the employee, the Board recognizes its responsibility to assist in a manner recommended by appropriate specialists in the treatment of those illnesses.
- C. The responsibility to correct unsatisfactory job performance or behavior resulting from illegal substance or alcohol abuse rests with the employee. Failure to do so will result in appropriate corrective or disciplinary action by the Board.
- D. No employee will have their job security or promotion opportunities jeopardized by requesting counseling or rehabilitation programs.
- E. The legal use of doctor prescribed drugs or over the counter medicines shall be permitted on the school grounds only if it does not impair an employee's ability to perform the essential functions of the professional position in an effective and safe manner that does not endanger the students and other co-workers.

**ARTICLE NINETEEN (19)**  
**MISCELLANEOUS PROVISIONS**

- A. Employees shall be informed of a telephone number they may call at approximately 7:00 a.m. to report unavailability for work. Once an employee has reported unavailability, it shall be the responsibility of the Superintendent to arrange for a substitute.
- B. No polygraph or lie detector device shall be used in any investigation of any employee by the Board.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employment contracts heretofore in effect. All future individual employment contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed or hereinafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Minutes, information of Board meetings and other information presented and available to the Board shall be available to the Staff at the same time the Board receives copies.
- G. Payday shall be every two weeks. Paychecks will be dated and received on the last working day before a holiday break. Prior to the last payday before the close of school in June, employees may request their remaining pay. The remaining pay shall be included in the last paycheck before the close of school.
- H. Mail shall be delivered to the respective employees without unreasonable delay.
- I. 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 a written and signed amendment to this Agreement.

## **ARTICLE TWENTY (20)**

A. If the secretary holds a Bachelors Degree and is certified to substitute as a classroom teacher, as well as have the ability to handle the financial responsibilities relating to the collection of lunch funds, as well as the knowledge necessary to deal with SRSD, CEPI, and MEIS as well as other duties and skills necessary to communicate records and data with the ISD and the State of Michigan and any other duties that may arise as directed by the superintendent, the pay for the secretary will be increased by \$1.00 per hour on the Schedule A Salary Schedule.

**DURATION OF AGREEMENT**

This agreement shall be effective as of August 25, 2006, continue in effect until August 25, 2008. This agreement shall not be extended orally and can be amended only during open negotiations.

Support STAFF

BOARD OF EDUCATION

BY \_\_\_\_\_  
Staff Representative

BY \_\_\_\_\_  
Board President

BY \_\_\_\_\_  
Staff Representative

BY \_\_\_\_\_  
Board Secretary

BY \_\_\_\_\_  
Staff Representative

BY \_\_\_\_\_  
Member

BY \_\_\_\_\_  
Staff Representative

BY \_\_\_\_\_  
Member

BY \_\_\_\_\_  
Teacher

BY \_\_\_\_\_  
Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

