

3188

8/31/98

MASTER AGREEMENT
BETWEEN
THE LITTLEFIELD BOARD OF EDUCATION
AND
THE NORTHERN MICHIGAN EDUCATION
ASSOCIATION
FOR
LITTLEFIELD EDUCATIONAL SUPPORT
PERSONNEL
1994-1998

Littlefield Public Schools

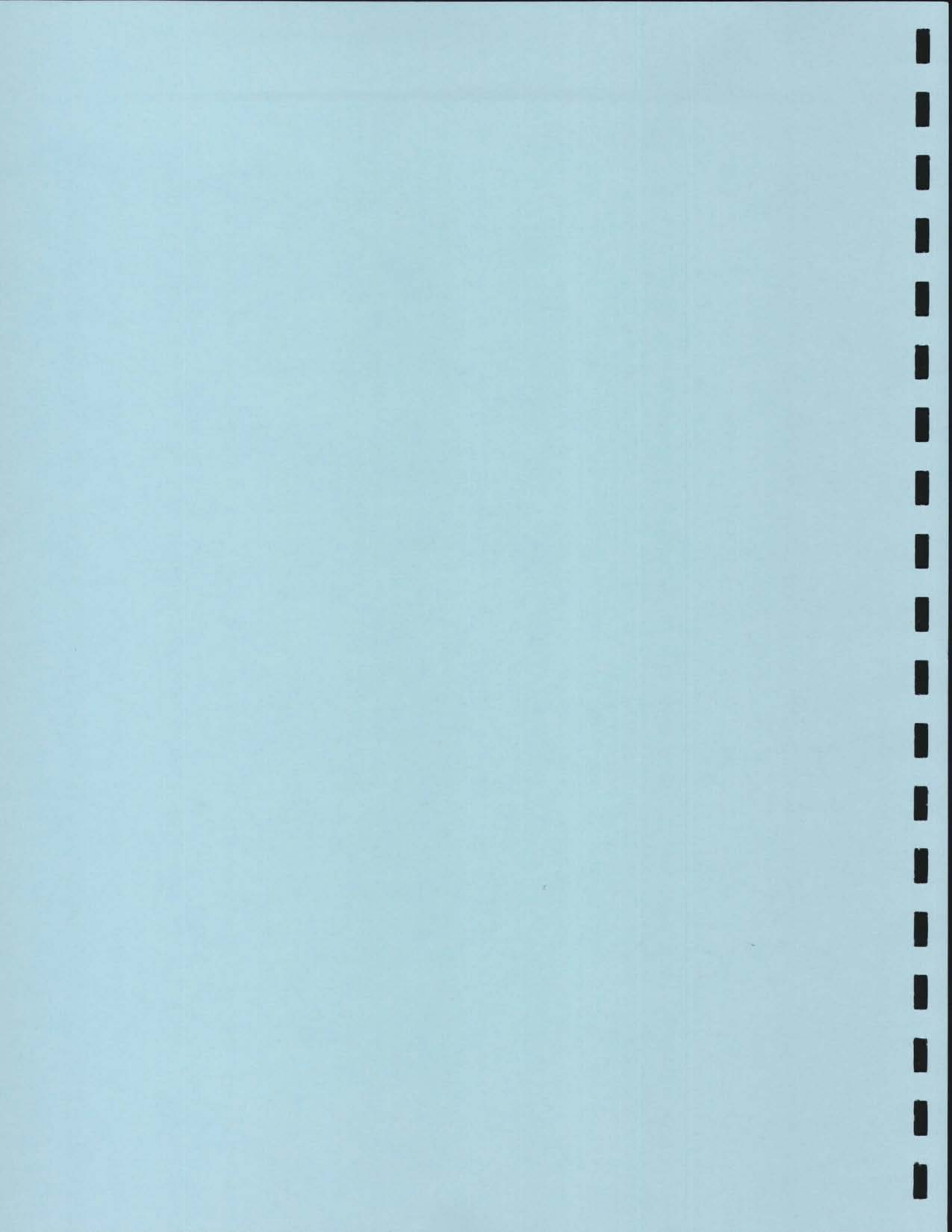


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SECTION 1.1 - AGREEMENT

- A. This Agreement entered into this 14th day of September, 1995 by and between the Northern Michigan Education Association/MEA/NEA as hereinafter called the "Association" and the Littlefield Public Schools Board of Education hereinafter called the "Employer."
- B. In consideration of the following mutual covenants it is hereby agreed as follows:

SECTION 1.2 - RECOGNITION

- A. The Littlefield Public Schools hereinafter "Employer", hereby recognizes the Northern Education Association/MEA, an affiliate of the National Education Association, hereinafter the "Association", as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act as amended, MCLA 423.201 et h.; MSA 17.455(1) et seq., (PERA) for all full-time and regular part-time personnel as certified by the Michigan Employment Relations Commission but excluding one confidential employee (bookkeeper), supervisors, substitutes, and all others.
1. Mechanic/Maintenance
 2. Custodial
 3. Clerical/Secretary
 4. Culinary
 - A. Dishwasher
 - B. Head Cook
 - C. Baker
 5. Paraprofessionals
 6. Bus Drivers
- B. Unless otherwise indicated, use of the term "bargaining unit member", when used hereinafter in this Agreement, shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:
1. Full-Time: A bargaining unit member who is employed at least thirty-two and one-half (32 1/2) hours per week.
 2. Part-Time: A bargaining unit member who is employed less than thirty-two and one-half (32 1/2) hours per week.
 3. Probationary: A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of thirty (30) work days with administrative option to extend to thirty (30) additional days.
 4. School Year: Bargaining unit members whose employment follows the school calendar.
 5. Full-Year: Bargaining unit members who are employed to work on a twelve (12) month basis.
 6. All individuals who are employed on the date of ratification of this agreement will be considered full-time if they work 30 hours per week.

SECTION 1.3 - PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act number 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The employer and the union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the employer, bargaining unit members and the union. The employer and the union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the employer and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. During the life of this agreement, the wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent. The parties agree their undertakings in this agreement are mutual. Any previous established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement except that no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employee at the time this Agreement is executed.

SECTION 1.4 - DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 1994 and shall continue in effect until August 31, 1998.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this 8th day of FEBRUARY, 19 96.

C. UNION

By Dan Bennett
NMEA Chairperson, Dan Bennett

By Dave Bowman
NMEA Staff Liaison, Dave Bowman

By Terry Cox
Negotiator, Terry Cox, MEA

By Susan L. Cameron
Negotiator

By Nora Armock
Negotiator

By Michelle Swadling
Negotiator

By Michelle Swadling
President, Michelle Swadling

EMPLOYER/LITTLEFIELD PUBLIC SCHOOLS

By Joan Kenuadonshu
President

By Robert Wurst
Vice-President

By Larry Blumke
Secretary

By Catherine Greenhoe
Treasurer

By Ken England
Trustee

By Lawrence K. Hubbard
Trustee

By Nathan Cameron
Trustee

By Sten D. Shover
Superintendent

Date 2-8, 19 96

SECTION 1.5 - ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. The Board of Education shall make a payroll deduction, upon written request from the bargaining unit member, for annuities, credit union, savings bonds, medical and hospitalization insurance, union dues and other plans or programs approved jointly by the Board and the Association.
- B. All authorizations for payroll deductions will be in the superintendent's office by the first Friday of school.
- C. Hospitalization insurance and union dues will be deducted from the first pay each month. Annuities, credit union, savings bonds and other approved plans or programs will be deducted each pay.
- D. Union dues shall include the local, MNEA, Michigan Education Association (MEA) and the National Education Association (NEA).
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement - whichever is later - join the Association or pay a legally permissible service fee to the Association. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts as nearly as possible from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association or its designee no later than twenty (20) days following deduction.
- F. Pursuant to Abood v Detroit Federation of Teachers, 431 US 209.240 (1977) the Association established a procedure set forth in the "Policy Objections to Political-Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to provision E above, such person may present such objection pursuant to that policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion hereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive and unless and until such procedures including any judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedures.
- G. The Association agrees to indemnify and save the Board including each individual school board member harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Section A through F of this Section subject to the following conditions:
 1. The damages have not resulted from misfeasance or malfeasance of the Board or its agents.

2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the costs which may be assessed against the Board by any court or Tribunal.
3. The Association shall have the right to compromise or settle any claim made against the Board under this Section.

SECTION 1.6 - NEGOTIATIONS PROCEDURES

- A. It is contemplated during the life of this agreement the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters previously unforeseen or not negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.
- B. It is contemplated that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a mutually-scheduled meeting. This does not obligate either party to bargain collectively during the life of this Agreement about matters covered in this Agreement.
- C. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the union's negotiating committee.
- D. Copies of this Agreement shall be printed as soon as is practical after an agreement is reached. The Board shall provide twenty (20) copies for distribution to individual union members. The cost of additional copies provided to the union shall be paid by the union at whatever cost is incurred by the employer.

SECTION 1.7 - GRIEVANCE PROCEDURE

- A. Definition:
 1. A claim or complaint by a bargaining unit member or group of bargaining unit members or the union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
 2. The term "grievance" as defined above shall not apply to:
 - a. Extending the probationary period of any employee not to exceed sixty (60) work days.
 - b. The discharge of a probationary employee for any reason during the probationary period or the extension as above provided.
 3. Unless specified otherwise, days are working days not calendar days.

B. Hearing Levels:

1. Informal Level: When a cause for complaint occurs the affected bargaining unit member(s) shall, within seven (7) work days, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The union may be notified and a representative thereof may be present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder.
2. Formal Level #1: Superintendent: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the union.
3. Formal Level #2: If the union is not satisfied with the disposition of the grievance at Level #1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the governing body or designee within five (5) days thereafter. Within seven (7) days after the grievance has been so submitted, the governing body or designee shall meet with the union regarding the grievance. The governing body or designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the union and the grievant(s).
4. Formal Level #3: If the grievance remains unresolved at the conclusion of Level #2, it may be submitted for binding arbitration at the request of the union provided written notice of the request for submission to arbitration is delivered to the superintendent within the ten (10) days after the date of the decision under formal Level #2. Following the written notice of request for submission to binding arbitration, the union representative and a representative of the board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The union must file for arbitration within fifteen (15) days from the date when the parties failed to select an arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the union and the board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

- C. The arbitrator shall have no power to alter, add or subtract or modify the terms of this Agreement.

GRIEVANCE REPORT FORM

Grievance # _____

Littlefield School District

Distribution of Form:

- 1. Superintendent
- 3. Association

- 2. Principal/Supervisor (in duplicate)
- 4. Grievant

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance and affected portion of contract: _____

2. Relief sought: _____

Signature	Date
-----------	------

C. Disposition of Supervisor/Principal/Superintendent: _____

Signature	Date
-----------	------

D. Disposition of Grievant and/or Association: _____

Signature	Date
-----------	------

STEP II

A. Date received by Superintendent or Designee for submission to the Board of Education:

B. Disposition of Board of Education:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP III

A. Date submitted to arbitration:

B. Disposition and award of Arbitrator:

Signature

Date

NOTES

A. If additional space is needed, attach an additional sheet.

B. All provisions of Section 1.7 of the Agreement dated September 14, 1995 will be strictly observed in the settlement of grievances.

SECTION 1.8 - SEPARABILITY

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, 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.
- B. It is further agreed within ten (10) days of notification of a final and binding determination of such illegality, the employer and union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

SECTION 1.9 - EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the employer and the Association and for the duration, may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed 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, during its duration, shall be controlling.
- C. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

SECTION 2.1 - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly-created position or a present position that is not filled within the bargaining unit.
- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) work days. Said posting shall contain the following information:
 - 1. Type of Work
 - 2. Location of Work
 - 3. Starting Date
 - 4. Rate of Pay
 - 5. Hours to be Worked
 - 6. Classification
 - 7. Minimum Requirements
 - 8. Qualifications
- C. Interested bargaining unit members may apply in writing to the superintendent or designee within the ten (10) day posting period. The employer shall notify bargaining unit members of vacancies occurring during the summer months of June, July and August by sending notice of same to each bargaining unit member by U. S. mail to their last known address.
- D. Vacancies shall be filled with the most senior applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the

district will give first consideration to employees from other classifications, reserving the right to fill vacancies with the most qualified applicant.

- E. Within ten (10) work days after the expiration of the posting period the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the union.
- F. In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- G. The parties agree involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.
- H. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties.

SECTION 2.2 - BARGAINING UNIT MEMBER EVALUATIONS

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person.
- B. Bargaining unit member evaluation shall be by personal observations of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or within 45-60 days from the beginning of the school year - whichever is later - shall be apprised of the specific criteria upon which he/she will be evaluated and the schedule for the evaluation. The criteria shall be limited to the actual performance of the job duties. Work outside the bargaining unit member's school-assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor or the superintendent.
- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

- E. At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision.
- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons in writing with a copy to the union.

SECTION 2.3 - PERSONNEL FILES AND EMPLOYEE COMPETENCE

- A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references of the employer, pertaining to said individual originating after the initial employment and to have a union representative present at such review.
- B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless she/he had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the material's content.
- C. Flagrant violations, such as the consumption of alcohol and/or illegal drugs, or sleeping during working hours, are the basis for immediate disciplinary action that could result in suspension with or without pay, up to and including dismissal from the position.

SECTION 2.4 - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, 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 of the United States including but without limiting the generality of the foregoing but not in conflict with the conditions of this Agreement, the right to:
 - 1. Manage and control school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
 - 2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 - 3. Direct the working forces including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work and extra duties to employees, determine the size of the work force and to lay off and recall employees.
 - 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - 5. Adopt reasonable rules and regulations.
 - 6. Determine their qualifications and the conditions of continued employment.

7. Determine the location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work and the sources of materials and supplies.
 9. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.
 10. Determine the size of the management organizations, functions, authority, and amount of supervision.
 11. The right to contract or subcontract is vested in the employer provided such contracting does not displace or replace either in whole or in part, in any way, currently employed bargaining unit members as of the effective date of this Agreement.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the terms of this Agreement.

SECTION 2.5 - LAYOFF AND RECALL

- A. When there is a reduction in the working force, bargaining unit members shall be laid off in accordance with seniority; that is, the employee with the least seniority shall be laid off first. In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority provided the bargaining unit member is qualified to perform the work.
- B. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the Association president by mailing notice within ten (10) working days of the Board meeting in which the Board took layoff action, except in case of emergency.
- C. Laid off bargaining unit members shall be recalled in accordance with seniority; that is, the bargaining unit member with the greatest seniority shall be recalled first provided they have the ability and are able to perform the duties of the job that is open.
- D. When recalling laid off bargaining unit members, the school district will notify them by certified mail at the last known address. If such bargaining unit member does not notify the school district within seven (7) working days from the mailing date of such notice that he/she will report for work on the date specified or give a legitimate reason for delay beyond such time, as determined by the superintendent, he/she will be considered as having quit and all seniority shall be terminated.
- E. In the event of a reduction in the work hours in a classification, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10)

work days after written notice to the affected bargaining unit member(s) is given by the employer.

SECTION 2.6 - SENIORITY

- A. Seniority shall be defined as length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. For purposes of this provision all bargaining unit member shall be placed in one (1) of the following classifications based on their current assignments:
 1. Mechanic/Maintenance
 2. Custodial
 3. Clerical/Secretary
 4. Culinary
 - A. Dishwasher
 - B. Head Cook
 - C. Baker
 5. Paraprofessionals
 6. Bus Drivers
- D. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in the school building within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the union.
- E. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the employer may be employed at other work on a job that is operated by the employer which he/she can do without regard to any seniority provisions in this Agreement.
- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.
- G. For the purpose of reduction in personnel, layoff and recall, a bargaining unit member working in more than one (1) classification shall be deemed qualified to work in all those classifications.

SECTION 3.1 - UNION RIGHTS

- A. The union and its representatives shall have the right to use employer buildings at all reasonable hours for meetings provided such use does not interfere with school activities.
- B. Duly authorized representatives of the union and its representative affiliates shall be permitted to transact official union business on employer property at all reasonable times provided this shall not interfere with or interrupt normal operations.

- C. The union shall have the right to post notices of activities and matters of union concern on designated bulletin boards.
- D. The employer agrees to furnish the union, in response to reasonable requests, all available information concerning its financial resources and expenditures and such other information as will assist the union in developing intelligent, accurate, informed and constructive proposals on behalf of bargaining unit member together with information the union may require to process any grievance or complaint. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information of records available.
- E. It is understood the member of the bargaining unit set forth in the foregoing Recognition Clause have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the union.
- F. The union shall have the right to use district equipment if operated by a qualified bargaining unit member. The union shall reimburse the district for supplies used by the union.
- G. The local Association president/designee shall be released with pay for up to ten (10) days per school year to attend to union business. The union will reimburse the district for necessary substitute costs related to this release time.

SECTION 3.2 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), the employer hereby agrees that every bargaining unit member shall have the right to freely organize, join and support the union and to engage in lawful concerted activities for the purpose of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the state of Michigan, the employer undertakes and agrees it will not directly or indirectly discourage, deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan or the United States of America or the constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union; his/her participation in any activities of the union or collective negotiations with the employer; his/her institution of any grievance, complaint, or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny bargaining unit members rights they may have under the Michigan General School Laws or other applicable state or federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.
- D. The employer agrees it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national

origin or ancestry, age, sex, marital status, physical characteristics or handicap or place of residence.

- E. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the union no later than at the time discipline is imposed.
- F. A bargaining unit member shall be entitled to have present a representative of the union during any meeting which will or may lead to disciplinary action by the employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the union is present and the representative shall be present within one (1) week of the request or if mutually agreeable at a later date. Should disciplinary action be likely to occur at a given meeting the bargaining unit member shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement.
- G. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the school district shall be promptly reported to the employer.
- H. Time lost by a bargaining unit member in connection with Paragraph G above shall not be charged against the bargaining unit member's sick leave accumulation even though the regular gross earnings shall be maintained.
- I. In the event a complaint or charge is made by any person or group not employed by the employer or other employees against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the employer.

SECTION 3.3 - WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. The employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse or injury or to prevent damage to district property. No bargaining unit member shall be required to dispense or administer medication.
- C. A bargaining unit member shall be responsible to only one (1) administrator and said administrator shall be designated by the employer at the beginning of each school year with written notification provided to each bargaining unit member. It is understood that the superintendent is the chief school administrator. In the absence of an administrator, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building except by mutual agreement of the superintendent and bargaining unit member.

SECTION 3.4 - WORKING HOURS, LOAD AND ASSIGNMENTS

- A. The normal work day schedule for all employees shall be established by the Board based on the Board's determination of the needs and resources of the district and may be changed from time to time as deemed necessary and appropriate by the Board. The number of hours of work will not be reduced without prior consultation with the Association.
- B. The normal work year for school year bargaining unit members shall follow the school calendar. The normal work year for all other full year bargaining unit members shall be twelve (12) months.
- C. Bargaining unit members shall be entitled to a fifteen (15) minute relief period for each four (4) hours of work. Bargaining unit members working overtime will receive fifteen (15) minutes after each two (2) hours worked over and above the regular work day. Those employees working less than four (4) hours per day and more than two (2) hours per day will be entitled to a ten (10) minute daily relief period scheduled by their immediate supervisor. This excludes bus drivers.
- D. Overtime shall be divided among bargaining unit members within each classification as follows:
 - 1. Overtime will be covered by the use of an overtime chart and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the overtime chart for the purpose of balancing the overtime.
 - 2. Overtime shall be paid for any hours over eight (8) per day, forty (40) per week, on Saturdays, Sundays and holidays.
- E. When school is closed due to inclement weather conditions, the school district shall have the right to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of instruction. The rescheduling of such days shall not entitle employees to additional compensation. Employees shall receive their regular pay on the originally closed day(s).
 - 1. With appropriate consultation, the superintendent is the person responsible for making the decision as to when, if and for how long employees are to report for work. Any employee who chooses not to report for work on such a day, may, at his/her election, receive pay for such day, to be charged against his/her accumulated sick leave or vacation day(s). For employees that are not twelve month employees, the board will pay a per diem rate if the school year for students is extended beyond its normal length and a bargaining unit member is required to work. A night shift premium will be paid, if applicable.
- F. The board will pay all bargaining unit members during their lunch period of 30 minutes if the bargaining unit members do not leave the building during their lunch period. Bargaining unit members will be on a staggered lunch schedule.
- G. The Employer shall provide substitutes, if necessary, due to the absence of a regular bargaining unit member; however, non-bargaining unit members shall not be placed to

- perform the work of an absent regular bargaining unit member until other bargaining unit members have been offered the work except in case of emergency.
- H. The employer will make every effort to have the hours of work in the normal work day scheduled to maximize combining part-time positions and to maximize the opportunity for current employees who are part-time to become full-time.
 - I. When the day custodian is unavailable, the night custodian(s) shall be called in to unload delivery trucks for the kitchen. The night custodian shall have the right to refuse the work.
 - J. Only bargaining unit employees who volunteer will be required to supervise Youth Corp, CETA, G.A., or other social service workers.
 - K. It is mutually agreed that weekend building checks are overtime work and will be offered to custodian and maintenance personnel. It is understood that during the inspection that situations may arise and the bargaining unit member will correct the situation, if possible, or they will personally notify their immediate supervisor, if available, otherwise appropriate emergency officials will be contacted.
 - L. Any bargaining unit member required to provide school health services shall be provided all of the following: (1) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student (or the students parent/guardian) before the member is to start providing the service to the student; (2) appropriate training. The employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a prorated basis; and (3) all necessary supplies, if any, and a location or setting appropriate to provide the services.
 - 1. A bargaining unit member may refuse to perform school health services unless the authorization and training have been provided to the member as required in paragraph L above.
 - 2. A witness will be provided for any procedure that involves the genital area of a student.
 - M. The pay rates for summer school shall be negotiated whenever summer programs are offered.

SECTION 3.5 - SUBCONTRACTING

- A. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this Agreement without the prior written agreement of the union. Nothing shall prevent the employer from using social service, court appointed, or federal program workers provided such workers will not be used to supplant any employee assigned to regularly assigned duties.
- B. The employer agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit except in emergencies. For purposes of this provision an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.
- C. The employer will not subcontract work unless either the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in

a reasonable time or bargaining unit members who possess the skills or qualifications to perform needed work refuse to accept such additional responsibilities.

SECTION 3.6 - JOB DESCRIPTION AND CLASSIFICATIONS

- A. For each classification, job descriptions will be developed within a reasonable period after ratification of this Agreement. Said descriptions shall be developed by the employer. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district. The descriptions will include at a minimum:
 - 1. Job Title and Descriptions
 - 2. Minimum Requirements
 - 3. Required Tasks and Responsibilities
- B. Any evaluations of bargaining unit member's work performance shall be based upon the bargaining unit member's job responsibilities.
- C. The basic compensation of each bargaining unit member shall be as set forth in Section 5.1. There shall be no deviation from said compensation rates during the life of this Agreement.

SECTION 4.1 - ILLNESS AND DISABILITY

- A. At the beginning of each work year each twelve (12) month employee shall be credited with twelve (12) days of sick leave and each school year employee shall be credited with ten (10) days of sick leave. These days shall accumulate from year to year. The employer shall furnish each employee with a written statement at the beginning of each year setting forth the total accumulated sick leave credit for said bargaining unit member.
- B. A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis to supplement the benefit received from Worker's Compensation such that the amount of expendable income the bargaining unit member receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Worker's Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member is able to return to work--whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation such that the amount of the Worker's Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.
- C. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
 - 1. Personal Illness or Disability: The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery.

2. Illness in the Immediate Family: The immediate family shall be interpreted as household members, parents, parents-in-law. It is agreed that bargaining unit members may not use more than ten (10) of their accumulated sick leave days for this purpose in each work year.
- D. A bargaining unit member who is unable to work because of personal illness or disability and has exhausted all sick leave available will be granted an unpaid leave of absence up to one (1) year for complete recovery from such illness or disability. Upon return from leave a bargaining unit member will be assigned to the same position if available or an equivalent position.
- E. A bargaining unit member leaving the district after five (5) continuous years of service will be paid fifteen percent (15%) of his/her accumulated sick leave at his/her contractual salary rate. In the event the bargaining unit member dies, the beneficiary will receive this benefit.

SECTION 4.2 - UNPAID LEAVES

- A. A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee, subject to approval by the Board.
- B. Requests for a leave of absence shall include the reason for the leave along with notification of the requested beginning and ending dates of said leave.
- C. An employee returning from a leave of absence within one (1) year shall be reinstated to the same position and classification he/she held when the leave began.
- D. A leave of absence may be granted to any employee for the purpose of child care, military leave, union office, public service, etc.
- E. A leave of absence may be granted by the superintendent for a short period of time and contingent upon availability of substitutes to cover necessary work.

SECTION 4.3 - PAID LEAVES

- A. At the beginning of every school year each bargaining unit member shall be credited with two (2) non-accumulative days to be used for the bargaining unit member's personal business. A personal business day may be used for any purpose at the discretion of the bargaining unit member except personal business days shall not be used for any type of recreational pursuit. Cognizant of community relationships each bargaining unit member is encouraged to use sound judgement in the use of such days. It is further understood such leave shall not be granted for the first day or the last day of the school year nor on the first working day preceding or following a vacation or holiday.
- B. A bargaining unit member planning to use a personal leave day(s) shall notify his/her immediate supervisor at least three (3) days in advance except in cases of emergency.
- C. No more than one (1) bargaining unit member within a classification will be granted personal leave on any given day. In the event more than one (1) bargaining unit member in a classification applies for such leave on any given day, the one (1) application received first will be approved.

- D. The bargaining unit member shall be granted a maximum of four (4) days paid leave in the case of death of a husband, wife, mother, father, brother, sister, or child. The bargaining unit member shall be granted up to two (2) days paid leave in the case of death of a grandchild, father/mother-in-law, grandparents, brother/sister-in-law, similar step-relatives, and permanent members of the family. The superintendent has the option of enhancing benefits under this section but may not diminish them.
- E. Any bargaining unit member called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter including requested attendance during an arbitration or factfinding proceeding shall be paid his/her full compensation for such time less any remuneration received by the employee for said appearance.

SECTION 4.4 - HOLIDAYS

- A. All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day:
 - 1. Thanksgiving
 - 2. Day after Thanksgiving
 - 3. Christmas Eve
 - 4. Christmas Day
 - 5. New Year's Eve
 - 6. New Year's Day
 - 7. Good Friday
 - 8. Memorial Day
- B. Employees working summers shall have the days provided above plus July 4 and Labor Day.
- C. It is understood that Good Friday may be a half day or full day dependent upon the school calendar. In either case, employees shall receive a full day's pay.

SECTION 4.5 - VACATIONS

- A. Vacations, so far as practical, will be granted at such times during the year as requested by the employee and approved by the Employer based upon the following:
 - 1. After one (1) year of employment, one (1) week paid vacation.
 - 2. After two (2), three (3), four (4) years of employment, two (2) weeks paid vacation.
 - 3. After five (5) through nine (9) years of employment, three (3) weeks paid vacation.
 - 4. After the tenth (10) year of employment, four (4) weeks paid vacation.
 - 5. After the twenty-first (21) year of employment, the bargaining unit member will receive five (5) weeks of paid vacation.
- B. Vacation days shall not be accumulated from year to year.
- C. Vacations must be arranged in advance with the immediate supervisor and will be scheduled during the year considering both the wishes of the employee and the efficient operation of the school system.
- D. Vacation applies only to twelve (12) month full year employees.

- E. Vacation time is earned on September 1 of each year. No employee shall lose vacation time as a result of this language.
- F. Employees who quit, retire, resign or are laid off will have vacation prorated.
- G. In the event more than one (1) employee applies for vacation for the same time period as another employee, and it is not possible to grant both vacation requests, then the employee who first applied will be the one approved, but approval shall also be based upon rotation.

SECTION 4.6 - MISCELLANEOUS

- A. Bus runs shall be reported to the state retirement system as two (2) hours in duration when that length of time is reported on the time card. This shall have no impact that would cause a greater financial cost to the district.
- B. On extra trips, all drivers shall receive the rate on the salary schedule entitled "All Other Bus Trips" while engaged in driving the bus based upon the time they are to have the bus at the school for the trip and the time the bus arrives back at the school at the end of the trip. On extra trips that are overnight, all drivers shall receive one-half (1/2) of the rate on the salary schedule entitled "All Other Bus Trips" whenever the driver is not driving the bus. When driving the bus on the extra trips that are overnight, all drivers shall receive the rate on the salary schedule entitled "All Other Bus Trips."
- C. Drivers shall be provided with a school credit card on extra trips for the purpose of purchasing gas. Cash in advance will be provided for those trips requiring food and lodging. Receipts are to be turned in. The receipted limit shall be up to the following:
 - 1. Lodging \$50.00 per night
 - 2. Breakfast 5.00
 - 3. Lunch 7.00
 - 4. Dinner 10.00
- D. Drivers shall be provided with forms (in triplicate) which will be used to request bus repairs.
- E. In no case will a substitute be paid more than Step I of the salary schedule. A substitute shall only work the lesser paying positions that regular bargaining unit members have declined to work, except for emergencies.
- F. A shift premium of twenty cents (\$.20) an hour shall be paid for custodial shifts that begin at 3:00 p.m. or later.
- G. During times when school is not in session, all shifts shall be allowed to work a day shift, except the superintendent shall have the right to continue the regular shifts under special circumstances.
- H. In the event of change in job or work duties, the employer shall provide the affected employee with training to handle the new work duties.
- I. Bargaining unit members shall receive twenty-two cents (\$.22) per mile for each mile driven when using their personal vehicle for school business.

- J. When workshops are offered in the bargaining unit members area of responsibility, the district shall provide the funds for the member to attend said workshop within budget constraints and with approval of the superintendent.
- K. When the district requires a bargaining unit member to have a physical examination, the district shall pay the cost of the exam.
- L. When a bus driver incurs a breakdown or gets stuck and this results in the driver arriving at the school fifteen (15) minutes or more after his/her regular time, he/she will be paid for the breakdown/stuck time at the hourly rate designated for "All Other Bus Trips."
- M. Any deviation from the regular eight (8) hour day during the summer break shall be by mutual agreement of the supervisor and the employee(s). If it is agreed that four (4) ten (10) hour days are to be worked, it shall be without overtime applying.
- N. If senior citizens meals or other additional culinary programs are added, the parties will bargain the employee's rate of pay.
- O. On days when students are dismissed early for teacher and inservice or curriculum development, bargaining unit members, with administrative approval, shall have the option of attending professional development, visiting other work sites, or working at their regular rate of pay; or at their option, employees may not work and not be paid.
- P. The following conditions shall apply to all overtime work:
 - 1. Time and one-half will be paid for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week and all hours worked on Saturdays.
 - 2. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.
 - 3. Paid leave shall count toward hours worked.
 - 4. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the bargaining unit member.

SECTION 4.7 - ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. In the event this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Employer will use reasonable effort to assure the continued recognition of the Association and the continued employment of its members in such district.

SECTION 5.1 - SALARY SCHEDULE

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
MAINTENANCE/MECHANIC				
1	8.75	8.97	9.22	9.47
2	9.58	9.82	10.09	10.37
3	10.55	10.81	11.11	11.42
4	10.96	11.23	11.54	11.86
5	11.66	11.95	12.28	12.62
8	11.87	12.17	12.50	12.84
10	12.12	12.42	12.76	13.11
12	12.22	12.53	12.87	13.22
CUSTODIAL				
1	6.32	6.48	6.66	6.84
2	6.82	6.99	7.18	7.38
3	7.32	7.50	7.71	7.92
4	7.82	8.02	8.24	8.47
5	8.32	8.53	8.76	9.00
8	8.82	9.04	9.29	9.55
10	9.32	9.55	9.81	10.08
12	9.82	10.07	10.35	10.64
SECRETARIAL				
1	7.48	7.67	7.88	8.10
2	7.85	8.05	8.27	8.50
3	8.20	8.41	8.64	8.88
4	8.53	8.74	8.98	9.23
5	9.03	9.26	9.51	9.77
8	10.28	10.54	10.83	11.13
10	11.47	11.76	12.08	12.41
12	11.94	12.24	12.58	12.93
CLERICAL				
1	6.33	6.49	6.67	6.85
2	6.56	6.72	6.90	7.09
3	6.64	6.81	7.00	7.19
4	6.83	7.00	7.19	7.39
5	7.03	7.21	7.41	7.61
8	7.12	7.30	7.50	7.71
10	7.23	7.41	7.61	7.82
12	7.29	7.47	7.68	7.89

DISHWASHER

1	6.33	6.49	6.67	6.85
2	6.56	6.72	6.90	7.09
3	6.64	6.81	7.00	7.19
4	6.83	7.00	7.19	7.39
5	7.03	7.21	7.41	7.61
8	7.12	7.30	7.50	7.71
10	7.23	7.41	7.61	7.82
12	7.29	7.47	7.68	7.89

HEAD COOK

1	9.13	9.36	9.62	9.89
2	9.20	9.43	9.69	9.96
3	9.27	9.50	9.76	10.03
4	9.35	9.58	9.84	10.11
5	9.43	9.67	9.94	10.21
8	9.50	9.74	10.01	10.29
10	9.56	9.80	10.07	10.35
12	9.81	10.06	10.34	10.62

BAKER

1	7.07	7.25	7.45	7.65
2	7.23	7.41	7.61	7.82
3	7.39	7.57	7.78	7.99
4	7.54	7.73	7.94	8.16
5	7.67	7.86	8.08	8.30
8	7.82	8.02	8.24	8.47
10	7.96	8.16	8.38	8.61
12	8.28	8.49	8.72	8.96

PARAPROFESSIONAL

1	6.33	6.49	6.67	6.85
2	6.56	6.72	6.90	7.09
3	6.64	6.81	7.00	7.19
4	6.83	7.00	7.19	7.39
5	7.03	7.21	7.41	7.61
8	7.12	7.30	7.50	7.71
10	7.23	7.41	7.61	7.82
12	7.29	7.47	7.68	7.89

BUS DRIVERS - REGULAR RUNS

1	14.38	14.74	15.15	15.57
2	14.51	14.87	15.28	15.70
3	14.56	14.92	15.33	15.75
4	14.65	15.02	15.43	15.85
5	14.76	15.13	15.55	15.98

8	14.78	15.15	15.57	16.00
10	14.80	15.17	15.59	16.02
12	14.83	15.20	15.62	16.05

BUS DRIVERS - KINDERGARTEN RUNS

1	11.08	11.36	11.67	11.99
2	11.10	11.38	11.69	12.01
3	11.12	11.40	11.71	12.03
4	11.14	11.42	11.73	12.05
5	11.16	11.44	11.75	12.07
8	11.18	11.46	11.78	12.10
10	11.20	11.48	11.80	12.12
12	11.22	11.50	11.82	12.15

BUS DRIVERS - ALL OTHER BUS TRIPS

1	7.63	7.82	8.04	8.26
2	7.64	7.83	8.05	8.27
3	7.65	7.84	8.06	8.28
4	7.66	7.85	8.07	8.29
5	7.67	7.86	8.08	8.30
8	7.68	7.87	8.09	8.31
10	7.69	7.88	8.10	8.32
12	7.70	7.89	8.11	8.33

- A. Step increases occur each September.
- B. Steps are based, at a minimum, on the years of service in the school district.
- C. Beginning September 1, 1995, bus drivers who are assigned the regular and kindergarten runs shall receive eighteen cents (\$.18) for each mile driven. This mileage shall be paid in two (2) checks - one in February and one in June of each year.
- D. The substitute clerk shall receive a yearly stipend of \$1,550.
- E. Sam Lowery and Albert Crump shall be grandpersoned in at \$11.83 an hour and Shirley Obeshaw shall be grandpersoned in at \$9.03 an hour while in their current positions. No employee will lose pay as a result of salary structure changes.
- F. On December 1 of 1995, 1996, and 1997, employees shall receive \$50 per employee in recognition of voluntary activities.

SECTION 5.2 - INSURANCE

- A. Effective September 1, 1991, the Board shall provide, without cost to the bargaining unit member, MESSA PAK Quote #7 protection for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA and its underwriter.

- B. The Insurance in A above shall be fully paid by the Board for those bargaining unit members who work thirty (32.5) hours or more per week. The Board shall pro-rate insurance based upon a bargaining unit member working four (4) hours or more a day, twenty (20) or more hours a week. The board will reimburse the bargaining unit member 30% of a member and spouse (child) Super Care 1 rate between four (4) hours and under five (5) hours of work per day and under twenty-five (25) hours a week; 50% of a member and spouse rate between five (5) hours and under six (6) hours of work and under thirty (30) hours a week. The bargaining unit member may apply this benefit toward the cost of any health insurance plan offered, if they choose.
- C. Those eligible bargaining unit members who are covered by their spouse's health insurance may apply the equivalent of the single subscriber rate toward any of the MESSA options.
- D. Any upgrading in the insurances the teachers receive, including any new insurance not currently provided to the teacher unit, shall also be applied to this unit.
- E. Starting with the 1995-1996 school year, bargaining unit members shall submit out of pocket deductible and co-pay for prescription amounts, not to exceed \$150.00 in a school year to the bookkeeper who shall reimburse the bargaining unit member at the end of each semester and on September 1.
- F. The open enrollment period shall be jointly established by the Board and Association.
- G. Employees will be allowed to enroll in MESSA Super Med I Care Rider and pay the premium through payroll deduction.
- H. The Transportation Supervisor shall receive full-time insurance benefits.

Plan A - For Employees Needing Health Insurance
Super Care I

Long Term Disability:	70% Plan I \$2,000 Maximum 90 Calendar Days - Straight Wait Freeze on Offset Alcoholism/Drug Addiction 2 Years Mental/Nervous 2 Years
Delta Dental	A (Mod) 006 (75/60/75:\$1,200)
Negotiated Life	\$10,000 AD&D
Vision	VSP-2

Plan B - For Employees Not Needing Health Insurance

Delta Dental	E 007 (80/80/80:\$1,300)
Vision	VSP-2
Negotiated Life	\$20,000 AD&D
Long Term Disability	70% (Same as Above)

SECTION 5.3 - EARLY RETIREMENT INCENTIVE

- A. Should the board decide to institute an early retirement incentive, the parties will bargain said incentive.

SECTION 6.0 - COMMUNICABLE DISEASE

Communicable diseases shall be as defined by the Michigan Department of Public Health (1979 Admin. Code 325.9001). It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or on going communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excludable from school. In the event the Board of Education authorizes the development of or subsequent revision of Board policies dealing with communicable diseases, the Board will convene the Communicable Disease Policy Committee which shall consist of three (3) teachers, two (2) members of the Board Policy Committee, one (1) support staff member, one (1) community member, and one (1) administrator. The committee shall make recommendations to the Board regarding changes.

The Board shall provide inservice instruction in hygienic practices and management each fall to all bargaining unit members. The Board agrees to furnish a box of disposable gloves to each bargaining unit member, and will keep an adequate supply available at all times. At least five (5) small plastic bags will be provided for each work station at all times, for disposal of waste materials involving bodily fluids, and an adequate supply of replacement bags will be readily available. The Board further agrees to make readily available the necessary supplies for bodily fluid clean up as outlined in the Communicable Disease Control Policy as adopted by the board and which is included in Appendix A.

APPENDIX A - COMMUNICABLE DISEASE CONTROL POLICY

The Littlefield Public School District will work cooperatively with the Emmet County Health Department to enforce and adhere to the Michigan Public Health Code (Act 368 of 1978 as amended) for prevention, control, and containment of communicable disease in schools.

- A. Students are expected to be in compliance with the required immunization schedule. The building principal is required under Part 92, Act 368 of Public Acts of 1978 to exclude children from school attendance who are out of compliance with the immunizations required by this act. School personnel will cooperate with public health personnel in completing and coordinating all immunization data, waivers and exclusions, including the necessary Immunization Assessment Program forms (C-100's), to provide for preventable communicable disease control.
- B. The superintendent has the authority to exclude a student or staff member from school when reliable evidence or information from a qualified source confirms him/her of having a communicable disease or infection that is known to be spread by any form of casual contact*, and is considered a health threat to the school population. Such a student or staff member shall be excluded unless their physician approves school attendance or the condition is no longer considered contagious. All reportable communicable diseases will be referred to the Emmet County Health Department.

- C. When reliable evidence or information from a qualified source confirms that a student/staff member is known to have a communicable disease or infection that is known not to be spread by casual contact*, i.e. AIDS, Hepatitis B and other like diseases, the decision as to whether the affected person will remain in the school setting will be addressed on a case by case basis by a review panel to ensure due process. (Protocol and review panel membership outlined in Section A)

Serious communicable diseases or infections, that are serious in nature, include:

1. AIDS - Acquired Immune Deficiency Syndrome.
2. ARC - AIDS Related Complex.
3. Persons infected with HTLV-III/LAV (Human T-Cell Lymphotropic Virus/Lymphadenopathy Associated Virus).
4. Hepatitis B.
5. Other like diseases that may be specified by the Health Department as potentially serious health problems for those who come in contact with the disease and/or the disease carrier.

The District will allow students and staff members to attend school unless there is definitive evidence to warrant exclusion. The Superintendent is the designated school official* to receive information from the local or State Health Department pertaining to serious communicable diseases.

If the above individual is a student who has been determined to be handicapped pursuant to the administrative rules for special education, or is suspected of being physically or otherwise health impaired (POHI) the protocol for special educations students outlined in Appendix B will be followed.

*In all circumstances arising under this policy, an Assistant Superintendent shall act for the Superintendent in his/her absence.

- D. Mandatory screening for communicable diseases that are known not to be spread by casual contact is not warranted as a condition for school entry or for employment or continued employment.
- E. Irrespective of the disease presence, routine procedures shall be used and adequate sanitation facilities will be available for handling blood and body fluids within the school setting or school buses. School personnel will be trained in the proper procedures for handling blood and body fluids and these procedures will be strictly adhered to by all school personnel. (See " Routine and Standard Procedures for Sanitation and Hygiene-Handling Body Fluids" Section C).
- F. All persons privileged with any medical information that pertains to students or staff members shall be required to treat all proceedings, discussions and documents as confidential information. Before any medical information is shared with anyone in the school setting a "Need To Know" review shall be made which includes the parent/guardian, student if over 18, employee or their representative.
- G. Instruction on the principal modes by which communicable diseases, including, but not limited to, Acquired Immunodeficiency Syndrome (AIDS) are spread and the best methods for the restriction and prevention of these diseases shall be taught to students with inservice education provided to all staff members.

*For a clearer understanding of the phrase "spread by casual contact" refer to The New England Journal of Medicine, Feb. 6, 1986, p. 346; A research study indicating type of contact among 101 household members.

SECTION A

PROTOCOL FOR COMMUNICABLE DISEASES KNOWN NOT TO BE SPREAD BY CASUAL CONTACT

A. The Review Panel

1. Communicable diseases that are known not to be spread by contact e.g. AIDS, Hepatitis B and other like diseases will be addressed on a case by case basis by a review panel.
2. Panel Membership
 - a. The physician treating the individual
 - b. A health official from the Emmet County Health Department who is familiar with the disease.
 - c. A child/employee advocate (e.g., nurse, counselor, child advocate, social worker, employee representative, etc. from in or outside the school setting) approved by the infected person or parent/guardian.
 - d. A school representative familiar with the child's behavior in the school setting or the employee's work situation (in most cases the building principal).
 - e. Either the parent/guardian of child, student if over 18, employee, or their representative.
 - f. A district administrator other than the superintendent or assistant superintendent.
3. The superintendent will assign a stenographer to record the proceedings.
4. The superintendent will designate the chair of the panel. The chair is responsible for assuring a due process hearing that is fair and just. The chair shall ensure an impartial hearing for all interests concerned.
5. The superintendent will be present during the testimony process but will be excused when the panel is deliberating towards the "Proposal for Decision".
6. The chair of the review panel will designate the panel member who will write the "Proposal for Decision".

B. Case Review Process

1. When the Superintendent has been informed by an official of the local or state health department that a student or District employee may be infected with a non-casual contact communicable disease, which is serious in nature, as defined above, the Superintendent shall immediately obtain written consent from the employee or student's parents to disclose confidential information to the Communicable Disease Review Panel (CDRP) and to communicate such information as may be necessary to appropriate members of the District staff. If the employee or parents refuse to consent to the disclosure, the Superintendent shall direct the local department of health to make a "need to know" determination that disclosure is necessary to the CDRP. The Superintendent* is hereby designated as the authorized individual to receive information from the District Health Department #3 or State Department of Health pertaining to a student or employee who has a non-casual contact communicable disease.

2. Upon learning of a student/staff member with the Littlefield Public School District who has been identified by a qualified source as having a communicable disease that is known not to be spread by casual contact, the superintendent shall:
 - a. Immediately consult with a physician of the student/staff member and/or the health official from the District Health Department #3 to obtain information as to whether the student/staff member is generally well enough to remain in school during the review panel process. The superintendent will confirm whether the student/staff member has evidence of a present or temporary condition that could be transmitted by casual contact in the school setting.
3. If the student/staff member's physician or the health department physician indicated that the student/staff member is well enough to remain in the school setting and poses no immediate health threat through casual contact to the school population because of their illness, the student/staff member shall be allowed to remain in the school setting while the review panel meets.
4. If the student/staff member's physician or the health department health official indicates the student/staff member is currently not well enough to remain in the school setting and/or that the affected individual currently has evidence of an illness or infection that poses a potential health threat through casual contact to the school population because of their illness, the student/staff member shall be excluded from the school setting while the review panel meets. If the health department health official recommends exclusion because a public health threat exists, the review panel will discuss the conditions under which the individual may return to school.
 - a. Immediately contact the review panel members to convene a meeting to explore aspects of the individual's case.
 - b. Submit to the parent/guardian or infected person in writing a notice of their rights as a review panel member and the method of appeal.

C. The Review Panel Process

1. The Review Panel shall meet within 24-48 hours to review the case. The following aspects should be considered in that review:
 - a. The circumstances in which the disease is contagious to others.
 - b. Any infections or illnesses the student/staff member could have as result of the disease that would be contagious through casual contact in the school situation.
 - c. The age, behavior, and neurologic development of the student.
 - d. The expected type of interaction with others in the school setting and implications to the health and safety of those involved.
 - e. The psychological aspects for both the infected individual and others concerning the infected individual remaining in the school setting.
 - f. Consideration of the existence of contagious diseases occurring within the school population while the infected person is in attendance.
 - g. Consideration of a potential request by the person with the disease to be excused from attendance in school or on the job.
 - h. The method of protecting the student/staff member's right to privacy, including maintaining confidential records, and who in the school setting "needs to know" the identity of the affected individual.

- i. Recommendations as to whether the student/staff member should continue in the school setting or if currently not attending under what circumstances he/she may return.
- j. Recommendations as to whether a restrictive setting or alternative delivery of school programs is advisable.
- k. Determination of whether an employee would be at risk of infection through casual contact when delivering an alternative educational program.
- l. Determination of when the case should be reviewed again by the panel.
- m. Any other relevant information.

2. Proposal For Decision

- a. Within three (3) business days after convening the panel, the superintendent shall be provided with a written record of the proceedings and the "Proposal For Decision". The Proposal serves as a recommendation to the superintendent. It is based on the information brought out in the review panel process and will include the rationale for the recommendation concerning school attendance for the student or continuation of employment for the staff member. If there is a minority viewpoint by panel members following the review process, that should also be included in the report.
- b. If the Proposal For Decision is to exclude the affected person from the school setting because of the existence of a temporary or present condition that is known to be spread by casual contact and is considered a health threat to the school community, the Proposal For Decision shall include the conditions under which the exclusion will be reconsidered.
- c. The parent/guardian, or affected person will be given a copy of the Proposal. The review panel members will be given the opportunity to review the content of the Proposal For Decision.

3. The Superintendent's Decision

- a. The superintendent shall either affirm, modify, or take exception to the Proposal For Decision within three (3) business days after receipt of the Proposal For Decision unless a rehearing request on that Proposal has been made. (See, Appeal Process, Rehearing Request.)
- b. In the event the superintendent takes exception to the Proposal For Decision he/she shall prepare a written statement that sets forth the reasons for the exceptions and the basis for that decision.
- c. The parent/guardian or affected person on the Health Department health official will be given a copy of the Superintendent's Decision. The other review panel members will be given the opportunity to review the content of the Superintendent's Decision.

D. Appeal Process

1. Rehearing Request

- a. The parent, guardian, or affected person who considers the Proposal For Decision unjust may request a rehearing, in writing, directed to the chair of the review panel within three (3) days of the date of the Proposal For Decision. Grounds for requesting a rehearing are limited to: (1) new evidence or information that is important to the decision; or (2) substantial error of fact.
- b. The chair, within three (3) business days from the date of receipt of the request for rehearing shall either grant or deny the request for rehearing. If the request

for rehearing is granted, the chair shall reconvene the same panel that originally heard the matter within five (5) business days of the date the hearing is granted.

- c. Within three (3) business days after the rehearing the chair shall submit the Proposal For Decision to the superintendent. The parent/guardian, or affected person will be given a copy of the Proposal. The review panel members will be given the opportunity to review the content of the Proposal For Decision.

2. Request for Reconsideration of Superintendent's Decision

- a. The parent, guardian, or affected person may request a reconsideration of the Superintendent's Decision within three (3) business days of the date the Superintendent's Decision was issued. The request shall be in writing and shall allege that the Decision contains a substantial error of fact or that the Decision is against the great weight of the evidence as set forth in the Proposal For Decision.
- b. An oral presentation by the parent/guardian, affected person or their representative may be granted by the superintendent.
- c. The superintendent shall grant or deny the request for reconsideration within three (3) days after receipt of the request or within three (3) business days following the oral presentation, whichever is applicable.

3. Request for the Board Decision

The parent/guardian, affected person or their representative may make a final written appeal to the president of the Board of Education within five (5) school days after the Superintendent's Decision. The Board shall meet within three (3) business days and hear the student/staff member's appeal along with the Proposal for Decision and Superintendent's Decision. Within two (2) business days of the hearing, the Board shall render its decision in writing with copies sent to the superintendent, health department, health official, and parent/guardian or affected person.

4. Review Panel Request for Appeal

If the Proposal for Decision or the Superintendent's Decision is contrary to the majority opinion of the review panel, a majority of the panel has the right to appeal either decision in the same manner stated in the "Appeal Process".

E. General

1. If the student with the disease is not attending school, the district will provide an alternative delivery of school programs.
2. The review panel member who is serving as the advocate for the infected individual (or another person designated by the panel and approved by the parent/guardian, or the infected person) will serve as the liaison between the student/staff member, family and attending physician as it relates to the school setting.
3. The rights of an infected staff member shall fall under the same guidelines concerning any medical illness or condition, that are outlined in collective bargaining for employees.

4. Employees of the district shall be expected to teach and provide other normal personal contract services in school to the student or to work with a school employee determined to have a disease known not to be communicable by casual contact unless a determination to the contrary has been made by the review panel.

F. Confidentiality

All persons involved in these procedures shall be required to treat all proceedings, deliberations, and documents as confidential information. Records of the proceedings and the decision will be kept by the superintendent in a sealed envelope with access limited to only those persons receiving the consent of the parent/guardian or infected person as provided by the Employee Right to Know Act, and the Family Education Rights and Privacy Act.

SECTION B

PROTOCOL FOR SPECIAL EDUCATION STUDENTS WHO HAVE CONTRACTED A COMMUNICABLE DISEASE KNOWN NOT TO BE SPREAD BY CASUAL CONTACT

In order to be consistent with both State and Federal law and to protect the rights of handicapped students, the following protocol applies for special education students who have been identified by a qualified source as having communicable disease that is known not to be spread by casual contact.

A. Procedure Determination

1. If the student has been determined to be handicapped, the individualized educational planning committee (IEPC) will serve as the review panel and be expanded to include participants identified in B-3 below. The IEP Committee means an Administrative Representative, the student's regular education and special education teacher and the parent.
2. If the student is suspected of being physically or otherwise health impaired (POHI), then, with parent consent, the referral, Multidisciplinary Evaluation Team (MET), and individualized educational planning committee process could be done on an expedited basis following the procedures presented in this appendix, section B. If the parent does not consent or if the MET cannot be expedited, the protocol in Section A will apply. When and if the student is determined to be handicapped, procedures in this appendix, section B will be used and the procedures for Section A will be terminated.

B. Procedure

1. When the Superintendent has been informed by the official of the local or State Health Department that a student or District employee may be infected with a non-casual communicable disease, which is serious in nature, as defined above, the Superintendent shall immediately obtain written consent from the employee or student's parents to disclose confidential information to the communicable Disease Review Panel (CDRP) and to communicate such information as may be necessary to appropriate members of the District staff. If the employee or parents refuse to consent to the disclosure, the Superintendent shall direct the local department of health to make a "need to know"

determination that disclosure is necessary to the CDRP. The Superintendent is hereby designated as the authorized individual to receive information from the District Health Department #3 or State Department of Health pertaining to a student or employee who has a non-causal contact communicable disease.

2. The individualized education planning committee shall be convened within 48 hours of learning that the student has been identified as having a communicable disease that is known not to be spread by casual contact.
3. The individualized educational planning committee participants shall be expanded to include the following participants:
 - a. The physician treating the individual.
 - b. The health official from the Emmet County Health Department who is familiar with the disease.
 - c. A child advocate (e.g., nurse, counselor, social worker, etc. from in or outside the school setting) approved by the infected person or parent/guardian.

Note: The superintendent will assign a stenographer to record the proceedings.

4. The individualized educational planning committee will carry out its responsibilities as presented in R340.1721d of the Administrative Rules for Special Education. It is important to note that when the IEPC convenes, the IEPC may wish to request additional evaluation information. The committee's authorization to do this is stated in R340.1721e(3) of the Administrative Rules for Special Education. As part of this process, the 13 points presented in Section A, item B.2.a. should be considered. (Also see Section D)
5. The impartial due process hearing under R 340.1724 of the Administrative Rules for Special Education provides the necessary safeguards when the parent and school district disagree with the decision(s) of the individualized educational planning committee.
6. Section 300.513 of the Rules and Regulations for Part B of EHA provides for the child's status during administrative or judicial proceedings. This concept is also presented in R 340.1725c of the administrative Rules for Special Education. The federal language follows: "300.513 Child's status during proceedings."
 - (a) During the pendency of any administrative or judicial proceeding regarding a complaint, unless the public agency and the parents of the child agree otherwise, the child involved in the complaint must remain in his or her present education placement.
 - (b) If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school program until the completion of all the proceedings.

COMMENT: Section 300.513 does not permit a child's placement to be changed during a complaint proceeding, unless the parents and agency agree otherwise. While the placement may not be changed, this does not preclude the agency from using its normal procedures for dealing with children who are endangering themselves or others.

The "normal procedures" referred to in Section 300.513 are set forth for this policy in Section A, item B.2.a.

SECTION C

ROUTINE PROCEDURES FOR SANITATION AND HYGIENE WHEN HANDLING BODY FLUIDS

CAREFUL, THOROUGH AND FREQUENT HANDWASHING MUST BE FOLLOWED AT ALL TIMES.

Purpose

To ensure that body fluids involving blood, vomitus, urine, feces, semen, saliva and nasal discharges are handled properly.

Those Affected

All school staff should be alerted to dangers of infections (see chart on page 4) for body fluids. School nurses, custodians and teachers should be particularly alert to the proper techniques in handling and disposal of materials.

Equipment Needed

Soap	Disposal Bags
Water	Dust Pans
Paper Towels	Buckets
Disposable Gloves	Mops

Disinfectants should be one of the following classes:

- a. Phenolic germicidal detergent in a 1% aqueous solution (e.g. Lysol*)
- b. Sodium hypochlorite solution (household bleach), 1 part bleach to 10 parts water. (Example 1-1/2 cups bleach to one (1) gallon of water. Needs to be prepared each time used.
- c. Quaternary ammonium germicidal detergent in 2% aqueous solution. (e.g., Tri-quat*, Mytar*, or Sage*).
- d. Iodophor germicidal detergent with 500ppm available iodine (e.g., Wescodyne*).
- e. Sanitary absorbing agent (Chlora Sorb*, X-O Oder Away*).

Procedures

1. General
 - a. Wear disposable gloves before making contact with body fluids during care, treatment, and all cleaning procedures.
 - b. Discard gloves after each use.
 - c. Wash hand after handling fluids and contaminated articles, whether or not gloves are worn.

- d. Discard disposal items including tampons & sanitary napkins, used bandages, and dressings in tied plastic bags. Tie bags and discard daily.
- e. Do not reuse plastic bags.
- f. Use disposable items to handle body fluids whenever possible.
- g. Use paper towels to pick up and discard any solid waste materials such as vomitus or feces.
- h. All refuse containers will be plastic lined.

2. Handwashing

- a. Use soap and warm running water. Soap suspends easily removable soil and micro-organisms allowing them to be washed off.
- b. Rub hands together for approximately 10 seconds to work up a lather.
- c. Scrub between fingers, knuckles, backs of hands, and nails.
- d. Rinse hands under warm running water. Running water is necessary to carry away debris and dirt.
- e. Use paper towels to thoroughly dry hands.
- f. Discard paper towels.

3. For washable surfaces (tables, desks, etc.)

- a. Use Lysol, or household bleach solution of 1 part bleach to 10 parts water, mixed fresh.
- b. Rinse with water if so directed on disinfectant.
- c. Allow to air dry.
- d. When bleach solution is used, handle carefully.
 - 1. Gloves should be worn since the solution is irritating to skin
 - 2. Avoid applying on metal since it will corrode most metals.

4. For floors

- a. One of the most readily available and effective disinfectants is the bleach solution 1-1/2 cups bleach to one (1) gallon water.
- b. Use the two bucket system - one bucket to wash the soiled surface and one bucket to rinse as follows:
 - 1. In bucket #1, dip, wring, mop up vomitus, blood.
 - 2. Dip, wring, and mop once more.
 - 3. Dip, wring out mop in bucket #1.

4. Put mop into bucket #2 (rinse bucket) that has clean disinfectant (such as Lysol, bleach solutions).
 5. Mop or rinse area.
 6. Return mop to bucket #1 to wring out. This keeps the rinse bucket clean for second spill in the area.
 7. After all spills are cleaned up, proceed with #3.
- c. Soak mop in the disinfectant after use.
 - d. Disposable cleaning equipment and water should be placed in a toilet or plastic bag as appropriate.
 - e. Rinse non-disposable cleaning equipment (dust pans, buckets) in disinfectant.
 - f. Dispose disinfectant solution down a drain pipe.
 - g. Remove gloves, if worn, and discard in appropriate receptacle.
 - h. Wash hands as described in #2.
5. For nonwashable surfaces (rugs, upholstery)
 - a. Apply sanitary absorbing agent, let dry, vacuum.
 - b. If necessary, use broom and dustpan to remove solid materials.
 - c. Apply rug or upholstery shampoo as directed. Re-vacuum according to directions on shampoo.
 - d. If a sanitizing carpet cleaner only available by water extraction method is used, follow the directions on the label.
 - e. Clean dustpan and broom, if used. Rinse in disinfectant solution.
 - f. Air dry.
 - g. Wash hands as described in #2.
6. For soiled washable materials (clothing, towels, etc.)
 - a. Rinse item under running water using gloved hands if appropriate.
 - b. Place item in plastic bag and seal until item is washed. Plastic bags containing soiled, washable material must be clearly identified if outside laundry service is used.
 - c. Wash hands as described in #2.
 - d. Wipe sink with paper towels, discard towels.
 - e. Wash soiled items separately, washing and drying as usual.

- f. If material is bleachable, add 1/2 cup bleach to the wash cycle. Otherwise, add 1/2 cup non-chlorine bleach (Clorox II, Borateem) to the wash cycle.
- g. Discard plastic bag.
- h. Wash hands as described in #2 after handling soiled items.

TABLE 1
TRANSMISSION CONCERNS IN THE SCHOOL SETTING
BODY FLUID SOURCE OF INFECTIOUS AGENTS

BODY FLUID SOURCE	*ORGANISM OF CONCERN	TRANSMISSION CONCERN
Blood -cuts/abrasions -nosebleeds -menses -contaminated needle	Hepatitis B virus AIDS virus Cytomegalovirus	Bloodstream inoculation through cuts and on hands Direct blood stream inoculation
**Feces -incontinence	Salmonella bacteria Shigella bacteria Rotavirus Hepatitis A virus	Oral inoculation from contaminated hands
**Urine -incontinence	Cytomegalovirus	Bloodstream, oral and mucus membrane inoculation from hands
**Respiratory Secretions -saliva -nasal discharge	Mononucleosis virus Common cold virus Influenza virus Hepatitis B virus	Oral inoculation from contaminated hands Bloodstream inoculation through bites
**Vomit	Gastrointestinal viruses, e.g., (Norwalk agent Rotavirus)	Oral inoculation from contaminated hands
Semen	Hepatitis B AIDS virus Gonorrhea	Sexual contact

*This is not an all inclusive list of organisms of concern for transmission in the school setting.
**Possible transmission of AIDS is currently thought to be of little concern from these sources.

SECTION D
REVIEW PANEL CONSIDERATIONS

Date: _____

1. The circumstances in which the disease is contagious to others.

2. Any infections or illnesses the student/staff member could have as a result of the disease that would be contagious through casual contact in the school situation.

3. The age, behavior and neurological development of the student.

4. The expected type of interaction with others in the school setting and the implications to the health and safety of those involved.

5. The psychological aspects for both the infected individual and others concerning the infected individual remaining in the school setting.

6. Consideration of the existence of contagious diseases occurring within the school population while the infected person is in attendance.

7. Consideration of the potential request by the person with the disease to be excused from attendance in school or on the job.

8. The method of protecting the student/staff member's right to privacy, including maintaining confidential records, and who in the school setting "needs to know" the identity of the affected individual. (See Section D)

9. Recommendations as to whether the student/staff member should continue in the school setting or if currently not attending under what circumstances he/she may return.

10. Recommendations as to whether a restrictive setting or alternative delivery of school programs is advisable. (Such as full time aides, waivers from parents to absolve the school district from harm and medical consultation.)

11. Determination of whether an employee would be at risk of infection through casual contact when delivering an alternative educational program.

12. Determination of when the case should be reviewed again by the panel.

13. Any other relevant information.

Signatures: _____

Rationale for Protocol Concerning Students or Staff Members Who Have Contracted Acquired Immune Deficiency Syndrome (AIDS)

In adults and adolescents, the Human Immunodeficiency Virus (HIV) which may eventually cause AIDS is transmitted primarily through sexual contact and direct blood to blood exposure to infected blood or blood products.

All known cases of children who have acquired the AIDS virus have become infected: (1) Prenatally from infected mothers; (2) From receiving a transfusion of blood or blood products that contained the virus; or (3) In older children who have acquired the disease sexually or from contaminated needles during intravenous drug abuse.

None of the identified cases of HIV infection in the United States are known to have been transmitted in the school, day-care, or foster-care setting or through other casual person-to-person contact. Based on current evidence, casual person-to-person contact as would occur

among school children is not considered an unusual risk. However, studies of the risk of transmission between preschool-aged children and neurologically handicapped children who lack control of their body secretions are limited. Based on experience with other communicable diseases, a theoretical risk for transmission would exist among these children.

The Centers for Disease Control (CDC), the Michigan Department of Public Health, the Michigan Department of Civil Rights, the Michigan Department of Education and the Governor's Expert Committee on AIDS recommend that:

1. For most infected school-age children, the benefits of an unrestricted setting would outweigh the risks of their acquiring potentially harmful infections in the setting and the apparent nonexistent risk of transmission of the Human Immunodeficiency Virus (HIV). These children should be allowed to attend school.
2. Generally school employees, including personal service and food service staff, do not need to be restricted from work if HIV infected unless there is evidence that other infection or illness exists that may be spread by casual contact in the school setting or the illness precludes them from performing the functions for which they were employed. Both Federal and State law require reasonable accommodation.

In August, 1986 the Michigan Civil Rights Commission issued the following policy statement on Acquired Immune Deficiency syndrome (AIDS):

"The Michigan Civil Rights Commission has approved the Michigan Department of Civil Rights' (MDCR) determination that Acquired Immune Deficiency Syndrome (AIDS) falls within the statutory definition of the handicap in the Michigan Handicapper's Civil Rights Act (P.A. 220 of 1976()). The Michigan Public Health Advisory Council, the policy making body for the Department of Public Health, has concluded that there is no need for specific precaution against AIDS in the work place. The MDCR will accept the process complaints from persons who believe they have been discriminated against in employment, housing, public accommodations, public service and education because of AIDS or a related condition or the perception of AIDS."

Michigan Education Association



14 - B/C Uniserv
616 Petoskey Street, Suite 203, Petoskey, Michigan 49770
616/347-6021 • Fax: 616/347-6818

December 5, 1995

Steve Thomas
Superintendent
LITTLEFIELD PUBLIC SCHOOLS
7400 North Street
Alanson, Michigan 49706

Dear Steve:

This is a follow-up to our conversation of this morning. PA 112 presents a dilemma when it comes to prohibited subjects of bargaining.

Since they are prohibited it is impossible to change or delete those sections, since that would involve bargaining. And bargaining is prohibited.

I believe, however, that the Michigan Court of Appeals did shed some light on the matter. They said: the subsections "evince a legislative intent to make public school employees solely responsible for these subjects by prohibiting them from being the subjects of enforceable contract provisions . . ."

Consequently, we must leave the language in the contract since we can't bargain it out, but it will, according to the Court of Appeals, be unenforceable.

I hope that answers the Board's concerns. Sometimes laws produce bizarre results!

Sincerely,

Terry J. Cox
Uniserv Director

tjc/mms

cc: Michelle Swadling
Carolyn Whittle



