

1465

6/30/93

**MASTER CONTRACT**

**1990 - 1993**

**HILLSDALE COUNTY**

**INTERMEDIATE SCHOOL DISTRICT**

**PROFESSIONAL STAFF**

*Hillsdale County Intermediate School District*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

The Hillsdale County Intermediate School District does not discriminate against qualified handicapped persons in its treatment of admissions policies, employment practices, and/or programs and services.

A G R E E M E N T

between

THE HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT

and

THE HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION

a member of

THE 4-C UNIFIED BARGAINING ASSOCIATION, MEA-NEA

July 1, 1990 - June 30, 1993

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## AGREEMENT

THIS AGREEMENT made and entered into this 26th day of June, 1990 by and between the Hillsdale County Intermediate School District Education Association, a member of the 4-C Unified Bargaining Association, MEA-NEA, hereinafter referred to as the Association and/or Union, and the Hillsdale County Intermediate School District, hereinafter referred to as the District and/or Board.

### ARTICLE I

#### RECOGNITION

The Hillsdale County Intermediate School District Board of Education hereinafter called the employer, hereby recognizes the Hillsdale County Intermediate School District Education Association a member of the 4-C Unified Bargaining Association, MEA-NEA, hereinafter called the Association, as the sole and exclusive bargaining representative as defined in Act 379 of the Public Acts of 1965, as amended, in regard to wages, hours and other terms and conditions of employment for all full time and regular part time professional personnel employed by the District. Professional personnel shall be understood to mean those individuals who, by the nature of their assignment with the District, are required to have earned at least an Associate's Degree from a community college, school of nursing, college or university. Additionally all District professional staff shall be required to possess, from an appropriate regulatory authority/agency pursuant to Michigan law, approval, certification and/or licensure relevant to the practice of their assignment with the District. ~~Excluded from~~ professional personnel, with respect to bargaining representation, shall be all per diem substitutes, administrative personnel and employees working for the Board who fail to meet the aforementioned criteria.

The Board may purchase services from a private independent contractor under circumstances and following procedures developed below. It is understood that the private independent contractor is excluded from the bargaining unit.

- A. The position or service is considered temporary and/or experimental and no plans exist at the time to make the position or service a regular part of the district's service. In this case, the position opening shall be advertised to the bargaining unit members and those bargaining unit members on layoff. If no one described above is certified/desirous of or available for the position, a private contractor may then be employed. In no case shall this employment last longer than 315 hours.
- B. The position for which the private contractor is to be used is a regular part of the district's services but is part time and may be seasonal. In this case, the position opening shall be advertised to the bargaining unit members and those bargaining unit members on layoff. If no one described above is certified/desirous

of or available for the position, a private contractor may then be employed. This employment shall be limited to the lesser of:

1. payment to the private contractor of \$3,000 per school year.
2. 315 hours of work for the private contractor for school year.

C. The position or service is considered a regular part of the district's services and is not considered temporary or experimental. In this case, the position/service shall be advertised to the bargaining unit members and to those bargaining unit members on layoff. If no one above is certified/desirous of or available for the position, the position will then be advertised. If no suitable applicant can be found a private contractor may then be employed on a temporary basis until a suitable employee can be found.

The term available as used in A, B, and C above, shall pertain to a bargaining unit member who is laid off or who is employed less than full time except that any bargaining unit member working full time or who with said additional service will be more than full time shall be offered the additional work if the bargaining unit member possesses the required skills or training and if the additional work will not require the employer to pay more than straight time. Compensation shall be made at the rate established in Article XIX, 6, but the compensation shall not be considered compensatory time.

Not more than 700 hours of work will be contracted per year to independent contractors, under A and B above, nor shall any bargaining unit position be eliminated or reduced in hours due to independent contracting.

When a constituent District provides notice to the District/Board that it wishes to retain an independent contractor to perform services bargaining unit members are qualified, certified or licensed to perform, and when the cost of these services is to be reimbursed to the constituent district by the Board/District, the District/Board will so advise the bargaining unit through written notification to the Association president, posting on bulletin boards at Greenfield School and Administration Building and either by memo attached to pay checks or memo delivered by mail or district delivery system.

Further, the District/Board will not reimburse a constituent school district for services by a private contractor if such service results in the layoff or termination of a District/Board bargaining unit member. However, this provision shall not apply to those bargaining unit members who are eligible for employment in a constituent district under provisions of Section 380.1766 of the school code of 1976.

## ARTICLE II

### BOARD RIGHTS

A. The Board, on its own behalf and 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 Constitution of the State of Michigan, and of the United States, including, and without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities (curriculum studies, committees, ethical procedures) of its employees.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer, all such employees.
  3. To establish grades and courses of instruction, including specialized programs, and to provide, as necessary, for athletic, recreational and social events for students, all as deemed advisable by the Board.
  4. To approve the selection of the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
  5. To determine class schedules, hours of instructions, the duties, responsibilities and assignments of teaching personnel.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### ARTICLE III

#### ASSOCIATION AND EMPLOYEE RIGHTS

1. The Association shall not schedule association meetings during normal working hours or on in-service days, exceptions will be made with prior written approval of the superintendent.
2. All teachers rights guaranteed by Act 379 of the Public Acts of 1965 as amended of the State of Michigan, the Federal Constitution, Michigan General Laws and other related statutes shall be guaranteed to all members of the Association.
3. The Board agrees to make available to the association such information as is required to be made public pursuant to the statutes in such case made and provided. It is understood that all of the original documents must be reviewed in the Board office. Provided, however, that legible photocopies of such documents shall be provided to the Association by the Board at reasonable cost.
4. The Association shall have the right to use school buildings and equipment without

- rental charge for the purpose of conducting association business with the Superintendent's prior approval. Provided, however, this shall not include, without specific authority, the right to use typewriters, mimeograph machines, duplicator machines, calculators and/or audio-visual equipment. In the event the association is granted the right to use any of the aforementioned equipment, they shall pay the reasonable cost of all materials and supplies incident to such use. Approval and authority once granted shall not be unreasonably withdrawn. If time limits are not otherwise spelled out, the approval shall end with the expiration of this agreement.
5. The Association shall have the right to post notices of activities upon a designated bulletin board within each school building under the control of the district. It is understood, however, that this shall not include any building outside of the district to which a teacher may be assigned during his/her work day.
  6. The Association may use employee mail boxes for communication to bargaining unit members. However, the Board shall not be required to furnish any mail service on behalf of the association, they will not pay or supply postage for any mail service, and the association may not use the interoffice mail service without the express approval of the superintendent or designee and then only if the interoffice mail service used by the Association constitutes "business of the employee." In the event approval is granted, the same shall not be unreasonably withdrawn. If time limits are not otherwise spelled out, the approval shall end the expiration of this agreement.
  7. The Board agrees pursuant to the Michigan Public Employment Relations Act that every eligible employee of the district shall have the right freely to organize, join and support the association for the purpose of engaging in collective bargaining or negotiation. The Board agrees that it will not directly or indirectly discourage or deprive any person or bargaining unit member in the enjoyment of any rights conferred by Act of other laws of the State of Michigan.
  8. The Board agrees it will not discriminate against any association members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, activities in the association, physical characteristics or place of residence.
  9. An Association member shall have the right to review the contents of all his/her records and may have a representative of the Association accompany him/her during such review.
  10. Personnel files on individual association members shall be kept and dealt with so as to comply with any laws of the State of Michigan relative thereto. Attached hereto and made a part hereof in Exhibit X, being the specific statute involved.
  11. Bargaining unit members shall be entitled to full rights of citizenship and no religious, political, or personal activities (insofar as said personal activities do not affect the employees job performance and are not illegal) of any bargaining unit member or lack thereof shall be grounds for discipline or discrimination with respect to the employment of such members.

12. The Board recognizes that the family unit is the backbone of our society. The Board also recognizes that from time to time problems arise wherein pupils who are members of said unit require professional help, including but not being limited to counseling, and that during said assistance discussions frequently take place between said student and the professional counselor which are not privileged communications under the law. The Board recognizes that confidentiality under these circumstances is an important aspect of solving problems. The Board, or its designee, agrees whenever practicable, to encourage that this confidentiality be maintained.
13. The Board agrees that affected employees or employee groups shall be consulted the lesser of 2 work days or 4 calendar days before changes in programs are implemented. The term "program change" includes program locations, caseloads, office placement and other matters that directly affect any employee's working conditions.

#### ARTICLE IV \*

##### ASSOCIATION DUES, SERVICE FEES AND OTHER PAYROLL DEDUCTIONS

1. The Board agrees it will not interfere with the right of any employee to become a member of the Association, but it is understood that membership in the Association shall not be a condition of employment. All employees in the bargaining unit as of the effective date of this contract will be required to select one of the following options:
  - a.) Join the Association and pay dues as required.
  - b.) Pay an equivalent amount into a Scholarship Fund hereinafter referred to.
  - c.) Pay to the Association a service fee in the amount to be determined.
2. Said scholarship fund shall be utilized for the purpose of assisting college or university students who are pursuing careers in special education, vocational education or regular education and who live in the district, or for special activities and needs of special education students in the district. The scholarship fund shall be administered by a three member board of the Association; the Superintendent and one board member will sit on said board as non-voting members. No one who contributes to the fund, nor any relative by blood, marriage or adoption of a contributor, shall be eligible to benefit from the fund.
3. The employee shall authorize payroll deduction of the amount involved (see 1. a, b, c). Said authorization shall be filed with the Superintendent's office before the first paycheck and shall be a continuing authorization. Deductions shall be made in equal amount from each paycheck of each bargaining unit member and remittance shall be made to the Association within 20 days following deduction.
4. The Board shall make payroll deductions upon written authorization from the bargaining unit member for hospitalization, credit union, MESSA options, MEFSA tax

deferred annuities, other tax deferred annuities from any company previously approved by the Board, and such other programs as may from time to time be jointly approved by the Association and the Board and added to the terms of this agreement by written endorsements hereto.

## ARTICLE V

### TEACHING CONDITIONS

The employer shall make available in the Greenfield School Building and the Intermediate School District Administration Building lunch room, restroom, and lavatory facilities. A designated smoking area will be made available in the Intermediate School District Administration Building for the use of staff of both facilities.

Private telephone facilities shall be made available to bargaining unit members for school related use. The use of district telephones for personal, non school business, shall be discouraged, but reasonable use permitted. In no case shall any telephone facility be used to sustain/promote any supplementary employment or private business.

The Board recognizes the desirability of providing sufficient supplies for bargaining unit members to perform their responsibilities.

Bargaining unit members shall be kept informed about the timelines of the budget and ordering process and will be allowed input into the ordering of supplies.

The Board will continue to monitor the temperature at Greenfield School and will attempt to relocate the loading/unloading area at Greenfield School to minimize icy conditions. The Board will solicit and consider bargaining unit members' input on a regular basis as to working conditions.

## ARTICLE VI

### CASELOADS

1. Case loads for all personnel within the Association will not exceed the level which is permissible pursuant to the rules established by the Michigan Department of Education.
2. No bargaining unit member shall be required to sign a request for deviation unless it is agreed between the administration and said member that to do so will not adversely affect the program. In determining whether the program will be adversely affected, it is expected that reasonableness shall govern.
3. No bargaining unit member will be threatened, disciplined, punished, discharged or denied any professional advantage by the employer as a result of any bargaining unit member properly filing complaints or reports or making referrals, in

accordance with the Special Education Code, the Mandatory Special Education Act, or any rules promulgated with reference thereto.

4. Supervisors will discuss caseloads with each affected bargaining unit member and attempt to resolve any problem.

## ARTICLE VII

### WORKING CONDITIONS

#### WORK DAY AND WORKING HOURS

1. Full time employees will be expected to work seven hours per day exclusive of lunch hours. The office of the district will be open from 8 a.m. until 5 p.m., Monday through Friday, in accordance with the office calendar, unless changes are made by the Board. Each full time employee will be expected to follow a seven hour work day consistent with the office hours unless specific changes are developed by the employee's supervisor and the employee as to different beginning and ending times. In no case will full time employee work less than seven hours per day, Monday through Friday, unless the calendar appropriate for that employee so indicates, or unless specific permission has been granted by the supervisor. Provided, however, that the work day hereinbefore referred to shall be adjusted within each school district where any member may be assigned from time to time.
2. All bargaining unit members shall be entitled to a duty free uninterrupted lunch hour of thirty (30) minutes.
3. "ACT OF GOD" SCHOOL CLOSINGS

It shall be the intent of this section that bargaining unit members:

- a) fulfill their obligation for 185/230 contracted days per school year subject only to the law, MDE rule, guideline, regulation that does not require Act of God days to be made up
  - b) reschedule service time to students/districts to compensate for time lost from Act of God days that are required to be made up
-

Program/  
Location

"Make-up" Schedule:  
Some Districts Open/  
Some Closed

"Make-up" Schedule:  
All Districts Closed

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Greenfield 180 Day      Follow make-up schedule of Hillsdale Community Schools.  
EI-Off Campus Solicit      and consider input from affected staff if rescheduled  
days do not follow in succession days originally scheduled in  
the calendar.

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Speech      a) go to districts not closed      a) report for work at  
Psychology      as per schedule      Greenfield/adm. bldg.  
Social Work                and count time in lieu  
Occupational Therapy      b) spend balance of day at      of scheduled office  
Physical Therapy      work station/Greenfield/      time  
adm. bldg. considered as  
office time  
c) reschedule office time      AND  
to local districts as      b) if "a" above, provide  
service time      service to students  
from previously  
scheduled office time  
OR  
c) choose not to report      AND  
for work      d) if "c" above, follow  
"make-up" schedule of  
district to which  
assigned

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Curriculum Consultant      Assume regular assignment in      a) report for work at  
Homebound      districts that are open, and      office in lieu of  
Job Placement      report at office if undertaking      scheduled office  
Coordinator      assignments for districts      time  
closed      AND  
Reschedule assignments for      b) if "a" above,  
closed districts from office      provide regular  
time      assignment to  
closed schools from  
scheduled office time  
OR  
c) choose not to report      AND  
for work      d) if "c" above, follow  
make-up schedule of  
local districts to  
which service is  
extended

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Class Room Personnel  
Assigned to a Local  
District  
Work Study Coordinator

Do not report for work - follow the make-up schedule of  
local district to which assigned

---

Greenfield 230 day

Follow make-up schedule of Hillsdale Community Schools -  
solicit and consider input from affected bargaining unit  
members if rescheduled days do not follow, in succession, days  
originally scheduled - try to reschedule during summer  
vacation

NOTE: bargaining unit members who are scheduled to work 230  
days per year shall have the right to refuse work and  
resulting compensation on such days which are rescheduled  
during vacation or the days designated as summer vacation when  
services are traditionally not provided. Compensation shall  
thereby be forfeited for days not worked but required to be  
made up because of "Acts of God".

Where days are rescheduled outside the regular calendar, bargaining unit member's pay  
will not be reduced at the time of the closing but no additional pay shall be received  
at the time of working the rescheduled days.

In any case, bargaining unit members who work more than 185 contracted days will be  
paid for any additional days at 1/185th of their regular salary.

Programs will not be rescheduled if 180 instructional days and 900 instructional hours  
have been provided except that for the 230 day program, programs will not be  
rescheduled if 230 days and 1150 hours have been provided. However, all bargaining  
unit members will be expected to fulfill the contracted days as per their anticipated  
work year schedule. Contracted days on the anticipated work year schedule will be  
reduced by the days allowed as "no make up" days according to law, MDE  
rule/regulation/guideline on those Act of God days not required to be made up, and  
where the work station is closed, bargaining unit members will be expected to report  
for work if weather conditions, according to bargaining unit member's judgment,  
reasonably permit.

If programs are cancelled during the day, bargaining unit members will be paid  
accordingly:

- a. If cancelled on or before 10:30 a.m.: one half day's pay
- b. If cancelled after 10:30 a.m.: full day's pay

However, all bargaining unit members will be provided work (either instructional  
contact or office time) to guarantee them the time/days included in their anticipated  
work year sheet.

4. The district shall hire certified substitute teachers when classroom bargaining unit members are absent.
5. Professional staff members who are required to work by the Administration extended hours and days beyond their regular work schedule shall be allowed compensatory time off or be recompensated by extra pay at pro-ration of the individual's salary schedule as specified in the contract. Compensatory time shall be granted at a mutually agreed upon time between the staff member and the immediate supervisor. The extended hours shall be documented.
6. All professional staff will be regularly contracted for a maximum of 185 days in a school year. Employment for any program extending beyond 185 days will be offered:
  - a. First to the staff currently employed in that program.
  - b. Second to properly certified bargaining unit members (including those on layoff) on the basis of seniority.
  - c. Third to those other properly certified, who apply.Sick leave and personal leave will be afforded according to the following: Sick leave: 1 day per 20 days of contracted employment. Personal leave: 1 day per 92 1/2 days of contracted employment. Before scheduling the days of employment under this section, provision for allowing staff employed under the 185 day work year in this program to make up days lost to Acts of God, shall be allowed.

#### MEDICAL EXAMINATIONS

The school district shall reimburse employees for all expenses incurred for medical examinations that are held as specific conditions of employment by the state.

#### ARTICLE VIII

##### ABSENTEEISM AND TARDINESS

Unauthorized absenteeism may be grounds for loss of pay, suspension and/or dismissal. Each bargaining unit member is expected to notify the Superintendent or his/her designee in the event there is to be a loss of time. Such notification shall include the amount of time the bargaining unit member expects to be gone. Additionally, notice beyond the original loss of time contemplated shall be made in the same manner.

It is expected that each bargaining unit member will be prompt and prepared for work and will report to the assigned work station at the prescribed time.

Any bargaining unit member finding that he/she will not be available for work at the prescribed time shall notify the Superintendent and/or his designee in advance, except in cases of unusual circumstances when notification will be made at the earliest opportunity. Failure to comply with this procedure may be considered grounds for loss of pay, suspension and/or dismissal.

## ARTICLE IX

### STAFF EVALUATIONS

1. The Association recognizes the right and responsibility of the administrative staff to evaluate the performance of non-administrative professional personnel. The Association also recognizes that visitation of classrooms is often times necessary in order to conduct proper evaluations.
2. The Board and the Association agree that evaluations shall be used constructively and cooperatively with the staff member in order to assist the staff member in becoming more effective.
- 2a. An evaluation instrument shall be developed jointly by a committee composed of Association and administration. When mutually agreed upon, this will become part of the contract.
3. Probationary teachers shall be evaluated at least two times per year, once before Christmas and once prior to March 1. Tenure and other bargaining unit members shall be evaluated once per year prior to March 1.
4. All monitoring or observation of the work of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member.
5. Test results of student performance shall not be used to evaluate a bargaining unit member's performance or fitness for retention.
6. An evaluation shall be based on not less than one class period or a particular teaching unit, whichever is shorter. All observations on which evaluations are based shall be conducted during non-confidential interviews.
7. The administrator shall prepare and submit a written report and recommendation to the bargaining unit member within ten working days of the evaluation. If an administrator believes a bargaining unit member is doing unacceptable work, the reasons therefore 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 the assistance with attaining said improvement to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
8. The administrator shall hold a post-evaluation conference, if requested by the bargaining unit member, for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten working days of the submission of the written report to the bargaining unit member.
9. A bargaining unit member who disagrees with an evaluation or recommendation may submit a written answer which shall be attached to the file copy of the evaluation in question. In the event such answer is not submitted within ten working days, it shall be deemed waived.

10. No evaluation shall unduly interfere with the normal teaching-learning process.
11. No complaint against a bargaining unit member shall be used for personnel evaluation or placed in the bargaining unit member's personnel file unless said complaint is submitted in written form, signed by the complainant and brought to the bargaining unit member's attention within five work days.
12. No employee shall be disciplined nor comments included on an employee's evaluation regarding an employee's reporting for work or failing to report for work when acting in compliance with the contract.

#### ARTICLE X

##### ASSIGNMENTS, RE-ASSIGNMENTS AND TRANSFERS

Assignments shall be made by the Board subject to the following:

1. All bargaining unit members shall be given written notice of their tentative assignments for the forthcoming year no later than June 1. The notice shall include departments and work locations.

If a bargaining unit member's assignment for the forthcoming year represents a change in the assignment then held by the bargaining unit member, such reassignment will only be made upon prior consultation with the affected bargaining unit member and only for reasonable and just cause. In the event that more than one bargaining unit member is certified for the assignment, the most senior person who desires the reassignment shall receive preference. Preference/seniority shall not apply when the assignment requires unique professional skills and/or a special background.

2. (a) Reassignments and transfers will be made only after the affected bargaining unit member has been personally consulted. Such consultation shall occur at least fifteen working days prior to the effective date of the assignment, unless reassignment or transfer has been occasioned by the resignation, illness, death or other physical or mental incapacity of the bargaining unit member, in which case, the time frame for measuring the consultation shall be the notice the Board received from said departed bargaining unit member if it is less than fifteen days.

(b) Transfers or reassignments may be requested by a member of the Association at any time. Such request shall be made in writing to the immediate supervisor with a copy of said request to the Superintendent. Said application for transfer shall set forth the location, grade or position sought, as well as the applicant's qualifications. Any request for transfer shall be acted upon within a reasonable time. No member of the Association shall be discriminated against because of a request for transfer.

3. A committee of bargaining unit members and administrators will review all existing and proposed job descriptions and, if necessary, make recommendations to the Board

of Education for changes therein.

## ARTICLE XI

### STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

1. The Board recognizes its responsibility to give reasonable support and assistance to staff with respect to maintenance of control and discipline in the classroom and during the performance of other duties in which the staff may participate within the confines of Board policies.
2. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with the written Board policy and administrative regulations.
3. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or when it appears the presence of a student in the class is disruptive of the educational process, the employer shall be notified immediately. Immediate action will be taken to protect the physical safety of the student, other students, or the staff.
4. Any case of assault and/or battery upon a teacher while acting in the scope of his/her employment should be promptly reported to the Board or its designated representative. The Board shall upon request provide legal counsel to advise the teacher of his/her rights and obligations with respect to any such assault and/or battery and shall provide such legal and other necessary representation and assistance as may be required in connection with incidents arising out of a teacher's efforts at self-defense against an attack on him/her. The employer shall promulgate rules and regulations setting forth the procedure to be utilized in disciplining, expelling or suspending students for misbehavior.
5. Before being asked to perform techniques that are fundamental to a student's functioning, the employee shall have the option of requesting training regarding the technique. Said techniques are to be described in writing and placed in each involved student's file. Such training shall be conducted by a person the District feels has an adequate background and is skilled in the technique, and conducted at a time when the staff member is not responsible for other students.

## ARTICLE XII

### JUST CAUSE AND PROCEDURAL REMEDY

1. No employee shall be discharged, given a written reprimand, reduced in rank or deprived of professional advantage without just cause.
2. Any bargaining unit member who is not subject to the teacher tenure laws of the

State of Michigan shall not be discharged or reduced in rank without having been given the opportunity to have a hearing pursuant to the following procedure:

- a. Any time a bargaining unit member is to be discharged, demoted or reduced in rank, the Board, or its designee, shall furnish in writing the specific reasons therefor.
- b. The bargaining unit member may request a conference regarding said notice with his/her immediate supervisor and said conference shall take place within five days after said request is made. The bargaining unit member shall have the right to have an Association representative of his/her choosing present during said conference.
- c. If the bargaining unit member does not desire to have a conference, she/he may request the Superintendent to schedule a hearing concerning said discharge or demotion before the Board. Said hearing shall take place within fifteen days from the date of said request, which is to be made in writing. At said hearing the bargaining unit member may be represented by counsel, may present witnesses or documents on their own behalf, and may cross examine the witnesses produced by the Board. Evidence at said hearing may be transcribed by any means which would accurately reduce the proceedings to a record which could be preserved, provided both the Board and the bargaining unit member so agreed. The bargaining unit member may request that this hearing be public or kept private, at his/her option. Within ten days from the date the Board concludes said hearing, the bargaining unit member shall be notified of the decision which shall likewise be in writing specifying the reasons therefor. The decision when made shall be based upon the evidence produced at said hearing.
- d. The Board's decision shall be reviewable by an arbitrator on a de novo basis. Said arbitrator is to be selected in accordance with the rules of the American Arbitration Association, with the rules and practices of said Association to govern said arbitration hearing. Provided, however, that any decision of the Board that has been subject to request for review within thirty days from the date of posting said decision in the mail addressed to the bargaining unit member at his/her last known address shall be final and conclusive.
- e. It is the understanding of the parties that the hearing procedure herein delineated in Section 2 as well as the review by arbitration in Section 2 shall not be available to any staff member who is subject to the Michigan Tenure Act. The bargaining unit member who is not subject to the Michigan Tenure Act shall have an option to follow the procedure herein set forth or to avail himself/herself of the hearing procedure through any act available to the bargaining unit member at his/her selection but may not pursue more than one remedy.

ARTICLE XIII

LEAVES WITH PAY

SICK LEAVE

1. Each bargaining unit member contracted for 185 days of employment will receive ten days sick leave on the first day of his/her employment. Each bargaining unit member contracted for 230 days of employment will receive twelve days sick leave on the first day of his/her employment. All bargaining unit members shall accumulate one day of the sick leave for each eighteen days of contracted employment up to 185 days. Each bargaining unit member shall accumulate one day of sick leave for each 20 days of contracted employment from 185 contracted days to 230 contracted days. These days will be allowed to accumulated without limitation. Once sick leave has been exhausted, the bargaining unit member may borrow up to possible future accumulation for the contract year. The bargaining unit member will not be paid for sick days taken and not yet earned until the final pay period of the year at which time the bargaining unit member will be reimbursed.
2. Sick leave shall be allowed for illness, disability (including pregnancy related) of a bargaining unit member or for the illness of a member of the bargaining unit member's immediate family. For definitional purposes, immediate family shall mean father, mother, spouse child or sibling. Other relatives may be included at the discretion of the Superintendent, provided however that no more than ten days sick leave per year shall be allowed for illness of a member of the bargaining unit member's immediate family, but provided further that the Superintendent may extend said limitation under extraordinary circumstances.
3. In cases of extended illness and where all sick leave, including accumulations thereof, have been exhausted, the bargaining unit member shall be placed on leave without pay for a period not to exceed one year. The Board may, if circumstances warrant, continue all or part of the bargaining unit member's salary during this leave. The bargaining unit member may be allowed to continue his/her health insurance at his/her own expense during this same period if such is allowed by the insurance carrier. The Board may extend this leave under extraordinary circumstances.
4. The Board hereby reserves the right to require a physician's statement or other evidence of illness when it deems it advisable, provided the employee has been absent two or more consecutive days.
5. The Board shall allow each bargaining unit member who is absent or on leave because of a work connected or job related injury to receive the difference between the Worker's Compensation payment and their full salary for a period of time not to exceed six months in all compensable cases. These days shall not be charged against vacation or sick leave. The Superintendent with the approval of the Board may extend the six month provision.

#### BEREAVEMENT LEAVE

Each bargaining unit member shall be granted up to five consecutive days leave with pay for the death of a member of the immediate family of the bargaining unit member. For definitional purposes, immediate family shall mean father, mother, spouse, child, sibling, and spouse's parents. Other relatives may be included at the discretion of the Superintendent. Provided, however, that the Superintendent may extend said leave under extraordinary circumstances.

#### PERSONAL BUSINESS LEAVE

Each 185 day bargaining unit member shall be granted two personal business leave days per year, same to be credited to member's account on July 1 of each year. It is understood that the bargaining unit member shall notify the Superintendent in writing four working days in advance when he/she intends to utilize a personal business leave day, except in case of an emergency. Personal leave days may be accumulated to a maximum of four days. Said personal business leave days shall not be taken the day before a holiday or vacation commences or the day after the holiday or vacation is over without the Superintendent's specific consent. The Superintendent may limit to four people at one time the number of persons on personal business leave. No explanation need be given for the use of said personal business leave days by the bargaining unit member.

#### EMERGENCY LEAVE

A maximum number of three days may be granted to a bargaining unit member during any one year for emergencies which might develop and for which sick leave or personal business leave days do not apply. Such leaves must be applied for through the office of the Superintendent as far in advance of the leave day as is possible. A written report of the reason for said leave shall be filed in the superintendents office within one week from the bargaining unit member's return to work. Granting of such emergency leave shall be discretionary with the Superintendent and shall be deducted from accumulated sick days.

#### JURY DUTY

Each bargaining unit member shall be encouraged to fulfill his/her civic responsibility as a juror if summoned as a juror during his/her time of employment. He/she shall be paid his/her regular salary by the district during his/her required attendance as a juror. Said bargaining unit member shall turn over any and all compensation earned as a juror during this time to the district.

#### PROFESSIONAL MEETINGS AND RELEASE TIME

Professional meetings, conferences and release time for graduate study, during the academic year, for meeting certain certification requirements or for professional growth are recognized by the parties as an important aspect of the ongoing educational

process. Should the bargaining unit member wish to attend any such meetings or conferences, or should the bargaining unit member desire to avail himself/herself of any release time, a written request shall be submitted to the Superintendent which request shall include a description of the activity, its duration and the anticipated expense. The Superintendent's approval must be obtained before said activity is attended. The Superintendent shall among other things use the following criteria to determine whether requests shall be granted: relative worth of the activity, budgetary considerations, program demands, whether the programs are taught in the evening or during summer break, and the impact of the bargaining unit member's absence from the district.

#### SEVERANCE PAY

When a bargaining unit member leaves the employ of the District to retire to the Michigan Public School Employees Retirement System and when the employee has served the District for at least fifteen years, the following compensation will be paid from accumulated sick leave to the bargaining unit member at the end of the school year in which he/she retires to the Michigan Public School Employees Retirement System and leaves the employ of the District:

1990-91: up to and including 40 days accumulated sick leave at \$15/day  
1991-92: up to and including 45 days accumulated sick leave at \$20/day  
1992-93: up to and including 50 days accumulated sick leave at \$25/day

#### SABBATICAL LEAVE

1. Sabbatical leave of absence may be granted to members of the professional staff of the district. The granting of such leave is subject to approval by the Board upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the district will be benefited.
2. Any professional staff person who meets the qualifications shall be eligible to apply for Sabbatical leave under the following conditions and requirements:
  - a. Applicant must hold a permanent, life or continuing certificate.
  - b. Applicant must have seven (7) consecutive years of service as a full time employee with the district. Absence from service in the district for a period of not more than one year under a Leave of Absence without pay, granted by the Board shall not be deemed a break in the continuity of service required by this section but shall not be included as a year of service in computing the seven consecutive years.
  - c. Subsequent Sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of service as a full time employee.
  - d. No more than one professional staff person may be granted Sabbatical leave each

year.

- e. A Sabbatical leave may be granted for a period of not less than one full semester nor for more than two full consecutive semesters.
  - f. As a condition to receiving final approval for a Sabbatical leave, a professional staff member shall file with the Secretary of the Board a written contractual agreement, stipulating that he/she is an employee of the district for the duration of the Sabbatical leave and that he/she will remain in the service of the district for a period of at least one year following the expiration of said leave.
3. Sabbatical leave is granted to professional staff members to enable them to improve their abilities and increase their value to the school district. Such improvement is usually achieved by formal study, research and/or writing. Applications for Sabbatical leaves for other types of activities (including travel) will be considered on their merits and may be approved by the Board upon the recommendation of the Superintendent.

The following information shall be presented in the application as evidence of the employee's plan to fulfill the purpose of the leave:

- a. For formal study--A plan of work shall be outlined which will qualify the applicant for a higher credential in his/her profession, or which will include a program of recognized courses intended to improve the present or prospective service of the applicant in his/her profession.
  - b. For research and/or writing--The proposed project shall be outlined and approved in relating to the present or prospective service of the applicant in his/her position.
  - c. For other reasons--A plan shall be submitted stating the professional objectives which are to be achieved through the opportunities afforded by the leave, and also stated the expected value to the school system. It is understood that travel is included among the authorized purposes of Sabbatical leave.
4. Applications for Sabbatical leave must be filed with the Superintendent. The due date of such applications shall be March 1 for leaves beginning with the first semester and October 15 for leaves beginning the second semester. The Superintendent shall inform the applicant in writing that the request is granted or rejected, within sixty days after the due date for filing the application.

The following additional conditions and procedures shall control with reference to applications for Sabbatical leave:

- a. In recommending approval of an application, the Superintendent shall consider the following factors:
  - 1. Date of filing application, (2) Purpose of leave, (3) Seniority in the

district, (4) Quality of past services rendered, (5) Professional growth of the staff member in relation to the purpose of the leave, (6) Potential benefit to the school district if the purposes of the leave are achieved, (7) Availability of funds, (8) Other factors deemed important.

- b. Approval of a Sabbatical leave by the Board will be contingent upon securing an employee qualified to assume the applicant's duties.
- c. Within fourteen days following approval, but not later than May 15 for leaves beginning with the first semester and January 1 for leaves beginning the second semester, the individual who has been granted a Sabbatical leave must indicate his acceptance or injection of the leave requested.

A Sabbatical leave, once accepted, may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed by the Superintendent and the Board.

5. Requirements and Status while on Sabbatical leave:

a. Financial

- 1. For salary purposes only, a term of Sabbatical leave shall be considered as experience when computing salary at the beginning of the next full year of school following the employee's return to service with the district.
- 2. Any teacher on Sabbatical leave may receive a salary of one-half of the contracted amount he/she would have received had he/she remained. Such salary will be paid on the regular pay periods during the leave.
- 3. Teachers on Sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees' Retirement Board.

b. Reports required while on Sabbatical leave:

An employee on Sabbatical leave shall report to the superintendent as follows:

- 1. The employee shall immediately request approval from the Superintendent for any substantial changes in the planned program of the leave as outlined in the approved application.
- 2. An interim report shall be filed at the mid-point of the period for which the leave is taken. This report shall contain sufficient information to enable to superintendent to determine that the leave is being utilized in the approved manner.
- 3. A final report shall be filed with the superintendent in accordance with the provisions as stated in Section 6b.

2. Employees who have been laid off or are on leave shall receive written notification of a vacancy or new position and a description thereof by regular mail at his/her last known address as disclosed by personnel files at least two weeks prior to filling the position or vacancy.
3. Notice of any vacancy or new position and a description thereof will be posted on the District Office bulletin board.
4. Bargaining unit members and persons laid off or on leave who are interested in a specific vacancy or position shall inform the Superintendent in writing. If any such person is not accepted for said vacancy or position, and requests an explanation, the Superintendent shall provide written statement of reasons for such denial.
5. Vacancies shall be filled on the basis of certification, approval, license, length of service in the district, length of service in the subject area, and evaluation. When all of these factors are equal, length of service in the district shall govern.

#### ARTICLE XVI

##### LAYOFF AND RECALL

1. As soon as practicable, not to exceed 30 days following the ratification of this agreement, and each new school year hereafter, the employer shall prepare a seniority list of all bargaining unit members. All bargaining unit members shall be ranked on the list in order of seniority.

Seniority shall be defined as the length of service in the bargaining unit from the employee's first official "back-to-school day" or first actual day of employment if after the school year has begun.

Administrators will be allowed to retain seniority for the period of time during which they served in bargaining unit positions.

2. Seniority shall be lost when employment is terminated by resignation, retirement or discharge for cause.
3. Seniority shall continue to accumulate when bargaining unit members are employed and/or are on approved leave as defined in other sections of this contract. Laid off staff members shall retain seniority accumulated prior to layoff.
4. In the event reduction of staff through layoff is contemplated, the following procedure will be utilized.
  - a. If reduction of personnel is necessary, any probationary employee in the specific position being reduced or eliminated will be laid off first, provided there are certified and/or approved personnel to replace and perform all of the duties of the laid off personnel.

- b. If further reduction is necessary, layoff will occur based on the following factors: 1) Certification/approval/license, 2) Length of service in the district as a bargaining unit member. 3) Professional experience in the discipline with the bargaining unit.

In the event these factors are applied to one or more individuals, unless the experience is #3 above of one individual is significantly greater, length of service shall in #2 shall govern. In the event all members are equal, #2 above shall govern.

#### DEFINITIONS

Certifications/approval/license shall be defined as possessing the necessary credentials to satisfy state law in the area in which the employee is working.

After reduction of employees as outlined above, if there are positions that become vacant, laid off employees who are certified/approval/licensed will be given the first opportunity to fill such positions. In the event two or more employees are certified/approval/licensed, recall will proceed in accordance with 4b above. If all factors are equal, recall will proceed according to seniority.

Except in the event of an emergency, all employees to be laid off shall be given 40 days written notice. However, in the case of the Health Consultant, the 40-day written notice will be waived when all students for whom the Health Consultant is providing services specifically identified in their IEP'S move from the District or when the services are not specifically identified in subsequent IEP'S. In this event, the District may lay-off the Health Consultant after providing a 5 calendar day written notice.

Recall of all employees shall be in the reverse order of lay-off. Those laid off last will be recalled first.

1. All employees who are to be recalled shall be notified by certified mail, return receipt requested, at their current addresses as reflected by their school personnel file.

The return of the certified mail receipt or the notification from post office authorities that the notice was not received shall constitute said notice.

2. Said bargaining unit members will have ten (10) working days from receipt of notice to notify the Board, in writing, regarding their acceptance of the position. The ten (10) working days will mean days which the Intermediate School District office building is scheduled for work.
3. Failure to accept the recall in the manner described above will result in forfeiture of all future rights of recall unless the Michigan Tenure Commission or the courts provide otherwise.

The Board may, when circumstances require, temporarily fill such vacancy with

substitute personnel. However, the Board shall use its best efforts to fill the position as soon as possible.

Recalled bargaining unit members shall retain all sick leave and other benefits.

Laid off bargaining unit members may continue insurance benefits by paying the premium with approval of the insurance carrier.

No new employees shall be hired while there are bargaining unit members on lay-off who are certified/licensed/approved to fill the position.

Refusal of less than a full-time position shall not forfeit the bargaining unit member's right to remain on the recall list.

It is understood that reduction in assignment shall be considered a layoff and the procedure defined herein shall be followed.

## ARTICLE XVII

### GRIEVANCE PROCEDURE & ARBITRATION

Section 1. Definition and Presentation. A grievance is defined as an alleged violation of a specified Article or Section of this agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance procedures.

An individual employee may present a grievance to the Board or its designated representative without the intervention of the union or its representatives as long as any resolution of the grievance is not inconsistent with the terms of this agreement.

When a cause for complaint occurs, the affected bargaining unit member shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The association may be notified and a representative thereof 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.

#### Section 2. Procedure.

Step 1. Within 5 working days of the above meeting the employee will present the grievance in writing to his/her immediate supervisor. Within 7 working days after presentation of the grievance, immediate supervisor shall give his answer in writing to the employee.

Step 2. If the grievance is not resolved through Step 1, the employee may within 7 working days from receipt of the immediate supervisor's answer, submit to the program director a signed written statement of grievance, a copy of which shall be given to the immediate supervisor simultaneously therewith. The statement of grievance shall name the employee involved, shall state the facts giving rise to

the grievance, shall identify all provisions of this agreement which are alleged to be violated by appropriate reference, shall state the contention of the employee and union with respect to these provisions, and shall indicate the relief requested. This grievance shall also be signed by the employee involved. The program director shall answer said statement of grievance in writing within 7 working days after receipt of the written statement of grievance. Additional time may be allowed by mutual agreement of the program director and employee if further investigation is warranted.

Step 3. If the grievance is not resolved through Step 2, the same shall be submitted to the Superintendent for review. The Superintendent shall within 7 working days notify the employee in writing of his/her decision concerning said grievance.

Step 4. If the grievance is not resolved through Step 3, the Superintendent together with a representative or representatives of the Board of Education, the grievant, and the designated representative of the union shall meet within 7 working days, unless a longer time is mutually agreed upon during non-working hours, to discuss the grievance.

Step 5. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 4, either the Board or the Association shall have the right to appeal the dispute to an Arbitration Panel which shall be selected in the following manner: The Board shall select one representative, the Association one representative and the two representatives so selected shall then select an arbitrator within 1 week, who shall be the chairperson of said panel; the third member to be a member of the American Arbitration Association to be followed insofar as they are not inconsistent with the Articles of this agreement.

In the event the two representatives cannot agree upon their selection within 1 week, the arbitrator shall be selected as follows: They shall each submit not more than 2 nominations, which nominations shall be writing and shall be placed in a hat. A third person shall then be designated to remove by lot from said hat the name of one individual, which individual shall constitute the third selection on the Arbitration Panel. If for any reason, the person who is so selected shall be unable or unwilling to serve in said capacity, then the next succeeding person whose lot is removed from said hat shall act instead.

The term "days" when in this Article shall mean work days. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

Section 3. Powers of Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

- A. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

- B. He/she shall have no power to establish a salary schedule different from the one contained in the master agreement.
- C. He/she shall have no power to rule on any of the following:
  - 1. Discharge or failure to employ any probationary teacher or any other teacher in a situation where the tenure commission has jurisdiction or the placing of a non-tenure teacher on a third year of probation. This subsection shall not deal not deal with layoff or recall.
  - 2. Any claim, except as hereinbefore noted, where a bargaining unit member has chosen to pursue redress in another legal forum.
  - 3. Any matter involving the substantive portion of teacher evaluations as long as the procedural portions established in Article 9, Staff Evaluations, have been complied with.
- D. He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this agreement.
- E. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide.
- F. There shall be no appeal from an arbitrator's authority as set forth above. Said decision shall be final and binding on the Association, its members, the employee or employees involved and the Board. The Association and the Board shall discourage any attempt on the part of its members to engage in any frivolous appeal to any court or labor board from a decision of an arbitrator and the Association, Board and all members shall similarly refrain from encouraging its membership from bringing about a settlement of any grievance as herein defined by any other means.
- G. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- H. It is understood that the Association may file grievances on behalf of members or groups of members so long as such grievances shall be signed by either the Association President or his/her designee and provided further that the Association shall not pursue any grievance on behalf of an individual when said individual is not agreeable to the same.

## ARTICLE XVIII

### NEGOTIATION PROCEDURES

Negotiations shall be conducted during non-school hours, except under extra-ordinary circumstances. However, when negotiations are conducted during regular school hours, release time shall be provided for not to exceed three members of the Association's negotiating committee.

Copies of the final agreement shall be printed at the expense of the employer and one copy shall be furnished to all employees now employed or hereafter hired by the employer. Additionally, the employer shall furnish 15 copies of the Agreement to the Association, without charge.

## ARTICLE XIX

### COMPENSATION AND INSURANCE

#### COMPENSATION

1. All certified professional staff shall be placed on the proper step on the salary schedule, according to experience and training. Credit will be given up to five years in any related experience field, plus full credit in the field of employment. When "related experience" is so similar in nature to the field of employment in which "full credit" is allowed, such "related experience" may be considered "full credit" experience.
2. Additional graduate work (in the field of competency) shall be reimbursed at the rate of \$50 per semester hour in 1990-91; \$55 per semester hour in 1991-92 and \$60 per semester hour in 1992-93. Above reimbursement will be made for term/quarter hours on a pro rata basis with 3 quarter/term hours equal to 2 semester hours of credit. Reimbursement will be provided only for those hours earned after completing necessary course work needed for full approval and full certification.

Additional undergraduate courses (in the field of competency) shall be reimbursed using the formula described above when the course is approved by the bargaining unit member's supervisor. Factors such as course content, appropriateness of the course to the bargaining unit member's assignment and needs of the school district will be considered by the supervisor. No course will be approved until the bargaining unit member has been fully certified and fully approved.

"In the Field of Competency", shall describe those courses in which a bargaining unit member may enroll to improve skills needed to perform in the specific position in which he/she is currently employed and shall also include courses leading to a degree in the specific skill area in which the bargaining unit member is currently employed.

3. Adjustment in salary to be made as of the beginning of the work year and February 1 for any credits earned during previous semester. Adjustment to the next degree

step in the schedule shall be made at the first of the month following completion of said degree.

#### SALARY

4. The base salary schedule for the school years 1990-91, 1991-92, and 1992-93 shall be in accordance with Schedule "A" attached hereto and made a part hereof. Said schedule represents a 6% increase over each previous year.
5. For each of the 1990-91, 1991-92, and 1992-93 school years, bargaining unit members who, during current year, will be in their 2nd, 3rd, or 4th year at the top of their respective salary scale, will receive an additional 1% increase in base salary. Those in their 5th, 6th, 7th, 8th, or 9th year at the top will receive an additional 2% increase in base salary. Those in their 10th or greater year at the top will receive an additional 4% increase in base salary.
6. Pay for extra hours worked in lieu of compensatory time shall be paid at the rate of the 1/7 of the bargaining unit member's per diem rate for each hour worked beyond the regular school day.
7. Employees who work more than 185 days shall be paid at the same rate for time beyond 185 days as for the original 185 days. The rate of pay will be determined by the salary schedule appropriate for the time during which the days are worked.

#### INSURANCE

8. Health Care Option A. The Board shall provide without cost to the full time bargaining unit member who so elects MESSA Super Care 2 protection for a full twelve month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. With attainment of Medicare eligibility, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents when Medicare is elected in lieu of MESSA Super Care 2 protection or, when the bargaining unit member's spouse is not affected by the Age Discrimination in Employment Act (ADEA), or when Medicare Part B is elected while receiving Social Security disability benefits.
9. Health Care Option B. Bargaining unit members not electing Super Care 2 shall receive in lieu thereof monthly payments by the Board for a full twelve month period in the amount of \$270 for 1990-91, \$286.20 (a 6% increase) for 1991-92, and \$303.37 (a 6% increase) for 1992-93; such payments to be paid toward the employees choice of other MESSA non-taxable options (limit \$50,000 term life on the employee and \$2,500/1,250 on dependents) or tax deferred annuity from any company previously approved by the Board of Education.
10. Health Care Option C. Any bargaining unit member who elects Super Care 2 protection which costs less than the amounts shown in Option B above shall receive the difference (between such Super Care 2 monthly premiums and the amounts shown in Option B) in accord with the provisions of Option B.

11. Dental Care. The Board shall provide for a full twelve month period without cost to the full time bargaining unit member MESSA/Delta Dental Plan E-007, including internal and external coordination of benefits (COB), for all bargaining unit members and his/her eligible dependents as defined by MESSA/Delta.
12. Vision Care. The Board shall provide without cost to the full time bargaining unit member for a full twelve month period MESSA Vision Service Plan 2 for all bargaining unit members and his/her eligible dependents as defined by MESSA.
13. Bargaining unit members employed less than full time will receive pro-rated benefits under health, dental, and vision care. If full group coverage is required per MESSA, the Board will secure payment or reimbursement from part time staff for unearned benefit costs.
14. Bargaining unit members employed beyond 185 days and having attained 100% of insurance entitlements will not earn additional benefits for such extended employment.

All other benefits shall apply and be prorated as per this contract and length of contracted employment except that where a staff member has already attained 100% of insurance/annuity entitlements, no additional payments will be allowed according to this additional employment provision.

#### REIMBURSEMENT FOR USE OF PERSONAL AUTOMOBILE

All allowable mileage to be paid to any employee shall be paid at the rate per mile of the Internal Revenue Service deduction for use of an automobile in business under itemized deductions. The determination of allowable mileage reimbursement will be made effective each January 1st and will apply for the next twelve months. The travel reimbursement rate which is effective January 1 through December 31 is the Internal Revenue Service deduction rate for the previous calendar year. Each employee when computing the allowable mileage should do so by taking the miles driven between his/her office and a place to which he/she must drive as part of his/her normal work schedule. For purposes of this Article, no mileage shall be allowed between the employee's home and his/her office.

#### MALPRACTICE INSURANCE

The Board will maintain coverage on the professional staff (bargaining unit members) described as incidental medical malpractice liability coverage in the property/casualty pool policy-broad form comprehensive general liability endorsement and further contained in the errors and omissions policy. This coverage will be at least equal to that contained in MASB-Seg, Property/casualty Pool, Policy 90049 (10-1-89 to 9-30-90) and Errors and Omissions policy #SCL-6892439 (7-31-88 to 7-31-91), and their existing riders.

ARTICLE XX

MISCELLANEOUS PROVISIONS

1. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This agreement may be modified, in whole or in part, by the parties by an instrument in writing duly executed by both parties.
2. This agreement shall supercede any written policies of the Board or written Administrative regulations which are contrary to its terms.
3. If any article or section of this agreement shall be found to be contrary to existing law, this shall not invalidate any of the other articles or sections of this agreement.
4. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws and Statutes related thereto.
5. 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.

ARTICLE XXI

CALENDAR

The annual professional staff calendar shall be developed by consultation with the staff and shall be attached as an addendum to the contract. The calendar shall provide for no more staff work days than there were during the 1980-81 school year.

Each professional staff member will be contracted for at least 185 full days of employment within the "in session" days incorporated in the current calendar for bargaining unit members. It is expected that the bargaining unit member's contracted employment days will follow closely those school days and school year of the districts served. In addition, psychologists may be contracted to work 10 mutually agreed upon days outside the days in the current calendar.

## ARTICLE XXII

### SPECIAL SUMMER PROGRAMS

Each year the District will appropriate an amount to be used for funding special summer projects/programs. The District will solicit proposals from bargaining unit members with such proposals designed to help implement specific board adopted goals. Such proposals will be for operation of programs/services provided by bargaining unit members during the summer as special summer programs.

The District will review each proposal received and will evaluate and rank each proposal according to its perceived ability to assist in implementation of board goals, availability of funds, cost effectiveness and such other criteria as the District deems appropriate. The District will determine, on the basis of the above review, which, if any, proposals will be funded. However, if the District's evaluative criteria indicate proposals are equal in rank, then seniority of the bargaining unit member making the proposal will govern the rank of the proposal with the proposal from the bargaining unit member having more seniority being afforded a higher rank than one from a bargaining unit member with less seniority.

Total funding for all proposals in a given school year will be determined solely by the District as will ranking, evaluative criteria and selection of any proposal for funding. The District's evaluation of proposals, ranking decision on funding will be final and will not be the subject of any grievance, complaint or action initiated through the grievance process or through any other forum.

## ARTICLE XXIII

### RETIREMENT INCENTIVE PROGRAM

(An incentive program for employee resignation and retirement into the Michigan Public School Employees Retirement System (MPSERS)).

The District agrees to pay employees for the purchase of MPSERS universal service credit time in accordance with the following:

1. The employee will provide irrevocable written notice to the District of intent to retire from Michigan public school employment to the MPSERS. Such notice will include the effective date of retirement, resignation from the employ of the District, the number of years "buy up" needed to make 30 years service credit \*and a current service credit statement from MPSERS.
2. When conditions described in number 1 above are met the District will, upon receipt of an invoice, pay the employee for up to and including 5 years service credit needed to total thirty (30) years service credit\* for the employee. Payment by the District to the employee will be made within 50 calendar days after District receives invoice from employee.
3. The District will use actual buy out rates no higher than those in effect for MIP participants by MPSERS on July 1, 1990. The District's obligation is absolutely

capped for buyouts for either MIP or Basic retirement plans at the MIP buyout rate in effect on July 1, 1990. Should MPSERS buyout rates increase for either the Basic or MIP participants beyond the MIP rate in effect on July 1, 1990, the District will not be responsible for payment to the employee for the increase.

4. The District makes no representations about tax consequences attending this payment to the employee.
5. An employee considering this retirement incentive program will advise the District in writing by June 1 of the school year prior to the school year in which he/she plans to present his/her letter (#1 above). Such advisory notice will include the anticipated date of retirement and number of years (up to and including 5) of District payment. It is acknowledged that this written notification is advisory only and does not obligate the employee to resignation and/or retirement to MPSERS. However, no District payment to employees under this retirement incentive program will occur unless the June 1 written advisory notice has been filed with the District.

\*Note: Included also will be employees who have been employed by the District for at least 15 years, resign from the District to retire to the MPSERS but with the District buyout payment of up to and including 5 years service credit, may not have a total of 30 years service credit. In no case will the District pay any employee for service credit that will provide more than a total of 30 years service credit for that employee.

#### ARTICLE XXIV

#### DURATION OF AGREEMENT

This Agreement shall remain in effect until the 30th day of June, 1993.

IN WITNESS WHEREOF we have hereunto set our hands the day and year first above written,

HILLSDALE COUNTY INTERMEDIATE SCHOOL BOARD by:

Robert D. Hayes  
Its President

Dean Jennings  
Its Vice President

4-C UNIFIED BARGAINING ASSOCIATION, MEA-NEA by:

Lynne C. Miller  
HCISDEA President

Joel Shuman  
Unif. Dir. Director

Patricia E. Ross  
Unified Bargaining Association President

SCHEDULE A

185 DAY

Step	AA			BA/BS			MA/MS			MA/MS+30			MA/MS+60			PH.D/ED.D		
	1990-91	91-92	92-93	1990-91	91-92	92-93	1990-91	91-92	92-93	1990-91	91-92	92-93	1990-91	91-92	92-93	1990-91	91-92	92-93
1	17436	18482	19591	22147	23475	24884	23794	25221	26735	25532	27064	28688	27181	28811	30540	28915	30650	32489
2	18104	19190	20341	24449	25916	27471	26283	27860	29531	28119	29806	31594	29951	31748	33653	31777	33683	35704
3	18770	19897	21091	25684	27225	28858	27512	29163	30913	29834	31624	33521	31666	33566	35580	33502	35513	37643
4	20100	21306	22584	27839	29509	31280	29654	31433	33319	31551	33444	35451	33383	35384	37509	35220	37333	39573
5	20768	22014	23334	29610	31387	33270	31444	33330	35330	33273	35270	37386	35102	37208	39440	36937	39153	41502
6	21913	23228	24622	31326	33206	35198	33158	35147	37256	34992	37091	39317	36818	39027	41369	38660	40980	43439
7				33052	35035	37137	34887	36980	39199	36709	38911	41246	38543	40855	43307	40379	42801	45369
8				35917	38072	40356	36592	38788	41115	38427	40733	43177	40268	42684	45246	42095	44620	47298
9							39364	41726	44230	40172	42582	45137	41984	44504	47174	43811	46440	49226
10										42958	45535	48267	43704	46326	49106	45530	48262	51158
11													46425	49210	52163	47254	50089	53094
12																49878	52871	56043

LONGEVITY SALARIES - AS APPLICABLE

+1%	22133	23460	24868	36276	38453	40760	39758	42143	44672	43387	45990	48750	46889	49702	52685	50377	53400	56604
+2%	22352	23693	25114	36635	38834	41164	40151	42561	45114	43817	46446	49232	47353	50195	53206	50876	53928	57164
+4%	22790	24157	25607	37354	39595	41971	40939	43395	45999	44676	47356	50198	48282	51179	54249	51873	54986	58285

EXHIBIT "X"

(17.62(1))

EFFECTIVE DATE.) In fulfillment of the requirements of Article V, Section 2 of the Michigan Constitution of 1963, the provisions of this Order shall become effective November 19, 1979.

(MCL [408.211])

HISTORY

Executive Order 1979-1 was promulgated on September 11, 1979 and became effective November 19, 1979.

STATUTORY REFERENCES

Act No. 72 of 1937, above referred to, is [[17.51-17.55, supra; Act No. 311 of 1957 is [[17.510, 17.511, 17.515, 17.518-17.520, 17.522, 17.524, 17.526, 17.528, 17.529, 17.534, (1), 17.538, 17.545 (1), 17.564 (1), and 17.564 (1a), infra.

BULLARD-PLAWECKI EMPLOYEE RIGHT TO KNOW ACT

Act 397, 1978, p1386; eff. January 1, 1979

AN ACT to permit employees to review personnel records; to provide criteria for the review; to prescribe the information which may be contained in personnel records; and to provide penalties.

The People of the State of Michigan enact:

[17.62(1) SHORT TITLE.] Sec. 1 (1) This act shall be known and may be cited as the "Bullard-Plawecki employee right to know act".

DEFINITIONS.] (2) as used in this act:

- (a) "Employee" means a person currently employed or formerly employed by an employer.
- (b) "Employer" means an individual, corporation, partnership, labor organization, unincorporated association, the state, or an agency or a political subdivision of the state, or any other legal, business, or commercial entity which has 4 or more employees and includes an agent of the employer.
- (c) "Personnel record" means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the employer to keep or supply a personnel record as provided in this subdivision. A personnel record shall not include:
  - (I) Employee references supplied to an employer if the identity of the person

making the reference would be disclosed.

- (II) Materials relating to the employer's staff planning with respect to more than 1 employee, including salary increases, management bonus plans, promotions and job assignments.
- (III) Medical reports and records made or obtained by the employer if the records or reports are available to the employee from the doctor or medical facility involved.
- (IV) Information of a personnel nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (V) Information that is kept separately from other records and that relates to an investigation by the employer pursuant to Section 9.
- (VI) Records limited to grievance investigations which are kept separately and are not used for the purposes provided in this subdivision.
- (VII) Records maintained by an educational institution which are directly related to a student and are considered to be education records under section 513(a) of title 5 of the family educational rights and privacy act of 1974, 20 U.S.C. 1232g.
- (VIII) Records kept by an executive, administrative, or professional employee that are kept in the sole possession of the maker of the record, and are not accessible or shared with other persons. However, a record concerning an occurrence or fact about an employee kept pursuant to this subparagraph may be entered into a personnel record if entered not more than 6 months after the date of the occurrence or the date the fact becomes known.  
(MCL [423.501.]

[17.62(2) PERSONNEL RECORD INFORMATION EXCLUDED FROM PERSONNEL RECORD, USE IN JUDICIAL OR QUASI-JUDICIAL PROCEEDING, RESTRICTIONS.] Sec. 2 Personnel record information which was not included in the personnel record but should have been as required by this act shall not be used by an employer in a judicial or quasi-judicial proceeding. However, personnel record information which, in the opinion of the judge in a judicial proceeding or in the opinion of the hearing officer in a quasi-judicial proceeding, was not intentionally excluded in the personnel record, may be used by the employer in the judicial or quasi-judicial proceeding, if the employee agrees or if the employee has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the employee.

(MCL [423.502.]

[17.62(3) REVIEW OF PERSONNEL RECORD BY EMPLOYEE.] Sec. 3. An employer, upon written request which describes the personnel record, shall provide the employee with an opportunity to periodically review at reasonable intervals, generally not more than 2 times in a calendar year or as otherwise provided by law or a collective bargaining agreement, the employee's personnel record if the employer has a personnel record for that employee. The review shall take place at a location reasonably near the employee's place of employment and during normal office hours. If a review during normal office hours would require an employee to take time off from work with that employer, then the employer shall provide some other reasonable time for the review. The employer may allow the review to take place at another time or location that would

be more convenient to the employee.  
(MCL [423.502.]

ANALYSIS OF NEW NOTES.  
Legal Periodicals.

LEGAL PERIODICALS

Employee and government access to personnel files, 5 Emp Rel LJ67.

[17.62(4) COPY OF EMPLOYEE'S PERSONNEL RECORD; FEE; MAILING.] Sec. 4. After the review provided in section 3, an employee may obtain a copy of the informatin or part of the information contained in the employee's personnel record. An employer may charge a fee for providing a copy of information contained in the personnel record. The fee shall be limited to the actual incremental cost of duplicating the information. If an employee demonstates that he or she is unable to review his or her personnel reocrd at the employing unit, then the employer, upon that employee's written request, shall mail a copy of the requested record to the employee.

(MCL [423.503])

[17.62(5) DISAGREEMENT WITH PERSONNEL RECORD, REMOVAL OR CORRECTION; EXPLANATORY STATEMENT BY EMPLOYEE.] Sec. 5. If there is disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and employee. If an agreement is not reached, the employee may submit a written statment explaining the employee's position. The statement shall not exceed 5 sheets 8 1/2 inch by 11 inch paper and shall be included when the information is divulged to a third party and as long as the original infromation is a part of the file. If either the employer or employee knowingly places in the personnel record information which is false, then the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.

(MCL [423.505])

[17.62(6) DISCLOSURE OF DISCIPLINARY REPORT, LETTER OF REPRIMAND OR OTHER DISCIPLINARY ACTION, LIMITATIONS.] Sec. 6. (1) An employer or former employer shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided in this section.

WRITTEN NOTICE TO EMPLOYEE.] (2) The written notice to the employee shall be by first-class mail to the employee's last known address, and shall be mailed on or before the day the information is divulged from the personnel reocrd.

INAPPLCABILITY OF SECTION.] (3) This section shall not apply if any of the following occur:

- (a) The employee has specifically waived written notice as part of a written, signed employment application with another employer.
- (b) The disclosure is ordered in a legal action of arbitration to a party in that legal action or arbitration.
- (c) Information is requested by a government agency as a result of a claim or complaint by an employy.

(MCL [423.506.]

[17.62(7) DELETION OF CERTAIN MATERIAL BEFORE RELEASE, EXCEPTION.] Sec. 7. An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records or disciplinary action which are more than 4 years old.

(MCL [423.506.]

[17.62(8) PROHIBITION ON KEEPING OF CERTAIN INFORMATION, EXCEPTIONS; INAPPLICABILITY OF PROHIBITION.] Sec. 8. (1) An employer shall not gather or keep a record of an employee's associations, political activities, publications, or communications of nonemployment activities, except if the information is submitted in writing by or authorized to be kept or gathered, in writing, by the employee to the employer. This prohibition on records shall not apply to the activities that occur on the employer's premises or during the employee's working hours with that employer that interfere with the performance of the employee's duties or duties of other employees.

PART OF PERSONNEL RECORD.] (2) A record which is kept by the employer as permitted under this section shall be part of the personnel record.

(MCL 423.508.)

[17.62(9) CRIMINAL ACTIVITY, REASONABLE BELIEF, SEPARATE FILE, NOTICE TO EMPLOYEE, TIME LIMITATION; DESTRUCTION OF FILE.] Sec. 9. (1) If an employer has reasonable cause to believe that an employee is engaged in criminal activity which may result in loss or damage to the employer's property or disruption of the employer's business operation, and the employer is engaged in an investigation, then the employer may keep a separate file of information relating to the investigation. Upon completion of the investigation of after 2 years, whichever comes first, the employee shall be notified that an investigation was or is being conducted of the suspected criminal activity described in this section. Upon completion of the investigation, if disciplinary action is not taken, the investigation file and all copies of the material in it shall be destroyed.

CRIMINAL JUSTICE AGENCY AS EMPLOYER, SEPARATE CONFIDENTIAL FILE; EMPLOYEE NOTIFICATION; NOTATION OF FINAL DISPOSITION OF INVESTIGATION; FUTURE USE OF INFORMATION. (2) If the employer is a criminal justice agency which is involved in the investigation of an alleged criminal activity or the violation of an agency rule by the employee, the employer shall maintain a separate confidential file of information relating to the investigation. Upon completion of the investigation, if disciplinary action is taken, the employee shall be notified that an investigation was conducted. If the investigation reveals that the allegations are unfounded, unsubstantiated, or disciplinary action is not taken, the separate file shall contain a notation of the final disposition of the investigation and information in the file shall not be used in any future consideration for promotion, transfer, additional compensation, or disciplinary action.

(MCL [423.509.]

[17.62(10) CONSTRUCTION AS TO FREEDOM INFORMATION ACT] Sec. 10. This act shall not be construed to diminish a right of access to records as provided in Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws, or as otherwise provided by law.

(MCL [423.510.]

STATUTORY REFERENCE

Act No. 442 of 1976, above referred to is  
[[4.180(1)-4.180(16), supra.

[17.62(11) VIOLATION, ACTION TO COMPEL COMOPLIANCE; JURISDICTION; CONTEMPT; DAMAGES.] Sec. 11. If an employer violates this act, an employee may commence an action in the circuit court to compel compliance with this act. The circuit court for the county in which the complaint resides, the circuit court for the county in which the complaint is employed, or the circuit court for the county in which the personnel record is maintained shall have jurisdiction to issue the order. Failure to comply with an order of the court may be punished as contempt. In addition, the court shall award an employee prevailing in an action pursuant to this act the following damages:

- (a) For a violation of this act, actual damages plus costs.
- (b) For a wilful and knowing violation of this act, \$200.00 plus costs, reasonable attorney's fees, and actual damages.

(MCL [423.511.]

[17.62 EFFECTIVE DATE.] \*sec. 12. This act shall take effect January 1, 1979.  
(MCL[423.512.]

HILLSDALE COUNTY INTERMEDIATE SCHOOL DISTRICT

PROFESSIONAL STAFF EVALUATION

STAFF MEMBER \_\_\_\_\_ EVALUATOR \_\_\_\_\_

POSITION \_\_\_\_\_ POSITION \_\_\_\_\_

DATE OF OBSERVATION \_\_\_\_\_

RATING SCALE

- X - Not Applicable and/or Insufficient Data
- 1 - Excellent
- 2 - Very Good - noticeable area of strength
- 3 - Performance Expected of a Trained Professional
- 4 - Must Improve Prior to Next Evaluation
- 5 - Not Acceptable

PERSONAL QUALITIES 1 2 3 4 5 x

1. Can tolerate a difference of opinion
2. Is open to a change in direction or emphasis
3. Works on professional growth
4. Views job poitively
5. Uses reasoning and logic when dealing with difficult problems or decisions
6. Adheres to professional ethical standards
7. Knowledge of disciplinary area

PROFESSIONAL EFFECTIVENESS 1 2 3 4 5 X

1. MAINTAINS POSITIVE RELATIONSHIPS WITH:
  - a. Local district personnel
  - b. ISD personnel
  - c. Students
  - d. Parents
  - e. Others \_\_\_\_\_

2. Keeps work appointments and assignments punctually
3. Schedules time efficiently
4. Communicates and reports with accuracy and promptness
5. Demonstrates ability to conceptualize the needs of students and translate their needs into goals and objectives
6. Monitors and evaluates student progress
7. Makes use of appropriate and varied materials
8. Makes use of appropriate and varied techniques
9. Maintains student discipline
10. Provides direction to aides or assistants
11. Evaluates aide's or assistant's work
12. Utilizes support services effectively
13. Effectiveness in helping clients reach treatment goals

OVERALL EFFECTIVENESS OF THE PROFESSIONAL'S PERFORMANCE IN HIS OR HER PRESENT POSITION (must only reflect ratings contained in previous items)

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STAFF MEMBER'S SIGNATURE \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

EVALUATOR'S SIGNATURE \_\_\_\_\_

Signature indicates staff member has received a copy of this evaluation.

MEMORANDUM OF AGREEMENT

Re: ARTICLE IV - ASSOCIATION DUES, SERVICE FEES AND OTHER PAYROLL DEDUCTIONS

It is hereby agreed by and between the Hillsdale County Intermediate School District (hereinafter "Employer") and the Hillsdale County Intermediate School District Education Association, a member of the 4-C Unified Bargaining Association, MEA-NEA (hereinafter "Association") as follows:

1. With respect to the administration of Article IV.1-3 of the 1990-93 collective bargaining agreement between Employer and Association, should a bargaining unit member fail to select one of the three options set forth in Article IV, Section 1.a.), b.), c.), within 30 calendar days of notification of the bargaining unit member by the Association of his/her responsibility to do so, the bargaining unit member shall be subject to the requirement of Article IV, Section 1.c.), and will be required to pay the designated Association service fee. Upon verification to the Employer that such notice has been provided to the bargaining unit member and that 30 calendar days has elapsed since receipt of the notice by the bargaining unit member, Employer shall deduct the designated amount of the Association service fee from the bargaining unit member's wages pursuant to Section 7 of the Payment of Wages and Fringe Benefits Act, MCL 408.477, and remit same to the Association according to Article IV, Section 3 as if the bargaining unit member had selected Option c.) of Article IV, Section 1.

2. Any bargaining unit member subject to payment of the Association service fee shall be provided with the requisite notice and information about the amount of the service fee from the Association as required by law. Any bargaining unit member contesting the amount of the service fee shall pursue the matter through the internal appeal procedures of the Association. The amount of the service fee and any disputes among the parties regarding the application and administration of Article IV, 1-3, shall not be subject to the grievance procedures of the collective bargaining agreement between the Employer and the Association provision of that agreement. When the bargaining unit member objects to the amount of the service fee, the service fee deducted shall be placed in an escrow account or otherwise dealt with as may be required by law until a determination of the appropriate amount of the service fee deduction has been finally determined.

3. The Association agrees to indemnify and hold the Board, including each individual school board member and/or its employees and agents, harmless against any and all claims, demand, costs, suits, damages, awards, judgments or other forms of liability, including, but not limited to, back pay and/or unemployment compensation, that may arise out of or by reason of any action or inaction by the Employer or its employees or agents for the purpose of complying with the terms of this Memorandum of Agreement and Article IV, Sections 1-3. The Association agrees that it will defend at its expense any legal action brought against the Employer or its employees or agents in a court or administrative agency

because of their compliance with the terms of this Memorandum of Agreement and/or Article IV, Sections 1-3. The Employer will provide timely notice of the commencement of any such action to the Association and permit the Association to intervene as a party if it so desires. The Employer will cooperate with the Association and its legal counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both the trial and appellate levels. After consultation with the Employer, the Association shall be permitted to compromise and/or settle any such claims upon terms acceptable between the Association and the Claimants provided that those terms are limited to the obligation and the amount of the service fee and do not otherwise involve terms and conditions of employment unrelated to the obligation for payment of the service fee.

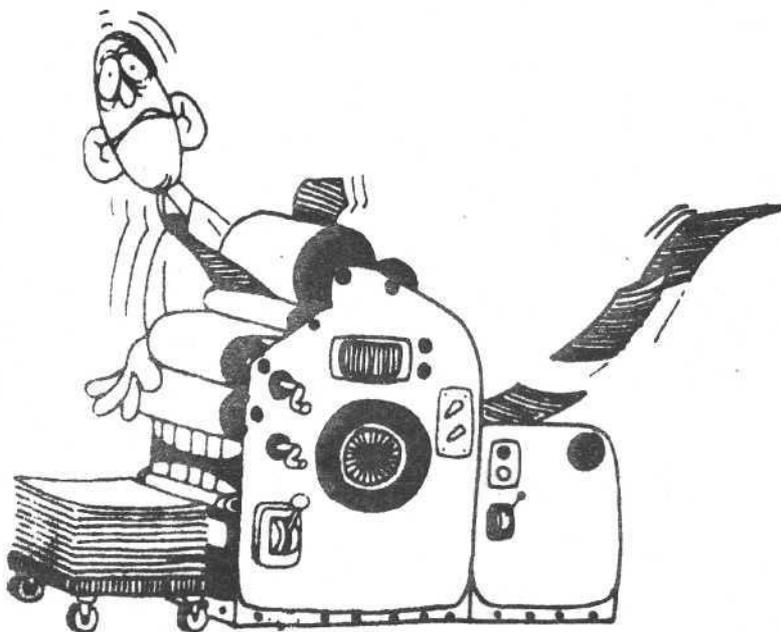
WHEREFORE, this Memorandum of agreement is entered into this 29<sup>th</sup> day of JUNE, 1990, by and between the Employer and the Association, whose authorized agents have affixed their signatures as follows:

HILLSDALE COUNTY INTERMEDIATE  
SCHOOL DISTRICT

By William W. Adams  
Its Trustee

HILLSDALE COUNTY INTERMEDIATE  
SCHOOL DISTRICT EDUCATION ASSOC.

By Zwahn C. Miller  
Its President



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School District