MASTER AGREEMENT

BETWEEN

BUCKLEY COMMUNITY SCHOOL

BOARD OF EDUCATION

AND

BUCKLEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA

August 1, 2026-2029

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ARTICLE I — RECOGNITION

1.1. This Agreement entered in by and between the Buckley Educational Support Personnel Association, the Northern Michigan Education Association–Michigan Education Association as hereinafter called the "Association," and Buckley Community School Board of Education, hereinafter called the "Employer" or "District."

1.2. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II — RECOGNITION OF THE PARTIES

2.1. The District hereby recognizes the Association as the sole and exclusive bargaining representative, for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.: (PERA), for (as certified by the Michigan Employment Relations Commission) all full–time and regular part–time Employees including office clerical Employees, paraprofessionals or aides, food service Employees, custodial and maintenance Employees, bus drivers, including head bus driver and head of maintenance, excluding supervisors, secretary to superintendent, certified teaching Employees, and all other Employees.

2.2. Unless otherwise indicated, use of the term "Employee" or "Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of Bargaining Unit Members covered herein, there shall be the following categories:

A. Full–time: A Bargaining Unit Member who is employed at least forty (40) hours per week

B. Part–time: A Bargaining Unit Member who is employed less than forty (40) hours per week.

C. Probationary: A Bargaining Unit Member who is employed to fill a full–time position for a trial period of sixty (60)days, or a part–time Bargaining Unit Member who is employed to fill a part– time position for one hundred twenty (120) hours. Upon recommendation of the Superintendent, and for cause, the Employer may extend an Employee's probationary period for an additional thirty (30) days or one hundred twenty hours (120). Said extension shall not be subject to the grievance procedure.

D. School year Bargaining Unit Member/Employees: Bargaining Unit Members employed to work at least the school calendar year.

E. Full–year Bargaining Unit Members/Employees: Bargaining Unit Members who are employed to work on a twelve (12) month basis.

ARTICLE III — PURPOSE

3.1. This Agreement is negotiated pursuant to the Public Employment Relations Act, as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE IV — EXTENT OF AGREEMENT

4.1. This Agreement shall constitute a binding obligation of both the Employer and the Association, and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

4.2. This Agreement shall supersede and replace any individual contract of employment that may exist between the Employer and any individual Bargaining Unit Member.

ARTICLE V — ASSOCIATION RIGHTS

5.1. The Association and its duly authorized representatives, as the exclusive representative of Employees within this bargaining unit shall have the right of reasonable use of school buildings, facilities and equipment through the use of a "Facility Use Agreement." .

5.2. The Association shall have the exclusive right to post notices of activities and matters of Association concern on a bulletin board so designated by the Employer. It is understood that one bulletin board shall be provided in each building or facility. The Association may use the internal document delivery system to communicate only with the Employees of the Employer.

5.3. The Employer agrees to furnish to the Association in response to reasonable requests all available public information concerning its financial resources/expenditures.

5.4. The rights granted herein to the Association shall not be granted or extended to any competing labor organization unless properly requested under the Freedom of Information Act and the laws of the State of Michigan.

5.5. To the extent allowed by law, the Employer shall grant the Association six (6) paid leave days for the use of its representatives to conduct Association business or participate in Association activities. In the event a substitute is hired, the Association agrees to reimburse the Board for the cost of the substitute. The Association shall also reimburse the District on a current basis those sums paid to the Office of Retirement Services for union release time.

5.6. When new non–certificated positions are added, such positions shall be added to the bargaining unit consistent with the provisions of Article II and provided that those positions have a community of interest with the unit.

ARTICLE VI — MANAGEMENT RIGHTS

6.1. The Association recognizes that the Employer has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school District to the full extent authorized by law.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and its appointees, and the adoption of such rules, regulations, and policies as the Board may deem necessary shall be exercised by the Employer in conformity with, and shall be limited only by, the provisions of this Agreement. Such rights include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, programs, services, facilities, operations, and direct the Employer's working forces and affairs.

2. Continue its rights of assignment and direction of personnel; determine the number of personnel, and scheduling of all the foregoing; and establish, modify, or change any work or work hours or days, or weeks.

3. Direct the work force, including the right to hire, transfer, promote, suspend, and discharge employees; assign work or duties to employees; determine the size of the work force; and lay off employees.

4. Determine the services, programs, and administrative structure necessary to continue its operations and to determine all schedules and standards of operation, the means, methods, and processes of carrying on the work (including automation or contracting), or related changes.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including essential job functions, in conformance with law.

7. Determine the placement of operations, production, services, and maintenance, as well as the distribution of work and the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures.

9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.

10. Determine policies affecting the selection, testing, or training of employees.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be a waiver of any management rights not listed and specifically surrendered, regardless of whether those rights have been exercised by the Employer in the past.

ARTICLE VII — BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

7.1. The Employer and Association hereby agree that every Bargaining Unit Member shall have the right to freely organize, join and support the Association.

The Employer and the Association will not discriminate against any Bargaining Unit Member because of race, creed, religion, color, national origin or ancestry, age, sex, marital status or physical handicap.

7.2. The Bargaining Unit Members shall be entitled to full rights of citizenship. The private and personal life of any Bargaining Unit Member is not within the appropriate concern or attention of the Employer as long as it is not unlawful or does not interfere with the performance of his/her duties.

7.3. No Bargaining Unit Member shall be disciplined without just cause. The specific grounds for disciplinary action will be presented in writing to the Bargaining Unit Member and the Association

no later than at the time discipline is imposed. This section shall not apply to the termination of a probationary Employee.

7.4. An Employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. The following procedure shall be followed:

A. A written notice shall be given the Employee and the local Association president or designee notifying of the date, time and place of the disciplinary meeting.

B. It is understood that the portion of the investigation involving the Employee may not be delayed more than twenty–four (24) hours due to the request for representation.

C. It is understood that the investigation may continue without the presence of the Employee.

7.5. A Bargaining Unit Member or a person authorized by the Bargaining Unit Member shall have the right to review the contents of his/her personnel file in the manner allowed by law. (MCL 423.503) A written request for said review should be given to the appropriate supervisor. The review shall be in the presence of personnel authorized by the Employer.

7.6. No discipline shall be placed in a Bargaining Unit Member's personnel file without a copy being provided to the member. Complaints against the member shall be in writing with the name of the complainant and signature. The Bargaining Unit Member may submit a notation reply regarding any material, including complaints, and have said notation attached to the material in question in the manner allowed by law (MCL 423.505).

7.7. Any case of assault upon a Bargaining Unit Member shall be promptly reported to the Employer. The Employer shall promptly render reasonable assistance to the Bargaining Unit Member. The Employer's representative will consider reimbursement for damages to or destruction or loss of the Bargaining Unit Member's vehicle, clothing or personal effects, provided such damage, destruction or loss occurred on school premises and was not occasioned by the negligence of the Bargaining Unit Member.

The Employer may, in its discretion, pay the Bargaining Unit Member's insurance deductible per occurrence. In the event the Bargaining Unit Member does not carry insurance, the Employer may, in its discretion, to pay up to one hundred dollars ($100) of the actual expense incurred to repair the damage.

7.8. In the event of a chargeable accident involving a school vehicle, a driver may be requested not to drive (with pay) pending the completion of the investigation by the proper law enforcement agency and/or insurance agency.

7.9. The dismissal of an Employee shall be preceded by a written notice which shall contain a specific statement or statements of the reason(s) for the termination.

7.10. The Employer agrees to follow a progressive discipline sequence when disciplining a Bargaining Unit Member. It is recognized that the Employer may deviate from the sequence in the event this is warranted by the seriousness of the offense or problem or the Employee's disciplinary history. The potential disciplinary steps are as follows:

A. Verbal warning

B. Written reprimand

D. Suspension with pay.

E. Suspension without pay

F. Termination

7.11. Unlawful possession, use, sale, manufacture, distribution or dispensation of illegal drugs, or possession, use, sale, distribution, or dispensation of look alikes, or alcohol, on school District premises, work sites, or at school District activities, shall constitute grounds for immediate termination. This section shall not be construed to limit the Employer's discretion to allow an Employee to participate satisfactorily in a substance abuse assistance program.

7.12. If any member is complained against or sued as a result of action taken by the member while the member is engaged in the exercise or discharge of a governmental function, is acting or reasonably believes he or she was acting within the scope of his or her authority, and his or her conduct does not amount to gross negligence that is the proximate cause of the injury or damage, the Board will provide legal counsel to defend the member.

ARTICLE VIII — GRIEVANCE PROCEDURE

8.1. Definition: A grievance is a claim or complaint by a Bargaining Unit Member, or group of Bargaining Unit Members, or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement.

A. The term "days" when used in this Article shall mean days when the school District administrative offices are open and regularly scheduled for business. Time limits must be strictly followed and may only be extended by mutual written agreement.

B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration may be processed through the grievance procedure until resolution.

C. A grievance filed as an Association grievance may, at the option of the Association, be initiated at Formal Level II of the grievance procedure.

D. The contents of any Employee evaluation shall not be the basis for a grievance.

8.2. Informal Level

In the event a Bargaining Unit Member believes there are grounds for a grievance the affected Bargaining Unit Member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The meeting must be requested within five (5) days of the date of the occurrence or reasonable discovery thereof that the grievance is based upon. The Bargaining Unit Member may notify the Association and a representative of the Association may be present with the Bargaining Unit Member at such a meeting. If the Bargaining Unit Member is not satisfied with the result of the meeting, he/she may formalize the grievance in writing as provided hereunder.

8.3. Formal Level I

If the grievance is not resolved in the meeting between the affected Bargaining Unit Member and his/ her immediate supervisor, the complaint may be formalized as a grievance. A formalized

grievance must be submitted, in writing, to the immediate supervisor within ten (10) days of the meeting between the supervisor and the affected Bargaining Unit Member. Written grievances to the Supervisor shall:

1. Be signed by the grievant(s);
2. Be specific;
3. Describe the facts giving rise to the alleged violation;
4. Cite the Agreement's section(s) or subsection(s) alleged to have been violated;
5. Identify the date of the alleged violation; and
6. Specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limits of this Article. The affected Bargaining Unit Member shall also send a copy of the grievance to the Association within said ten (10) day period. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of the decision shall be forwarded to the grievant(s) and the Association.

8.4. Formal Level II

If the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of the immediate supervisor's receipt of the grievance, the grievance may be appealed to the Superintendent. Any appeal to the Superintendent must be made within five (5) days of receipt of the immediate supervisor's written decision or within five (5) days of the date the immediate supervisor's written decision was due. Within seven (7) days after the grievance has been appealed to the Superintendent, the Superintendent shall meet with the Association to discuss the grievance. The Superintendent shall render a written decision on the grievance within ten (10) days of the meeting with the Association. Copies of the Superintendent's written decision shall be transmitted to the Association and the grievant(s).

8.5. Formal Level III

If the Association is not satisfied with the disposition of the grievance by the Superintendent , or if no disposition has been made by the Superintendent, the grievance may be sent to mediation with MERC. If the Association is not satisfied with the disposition of the grievance by mediation, or if no disposition has been made by the mediator, the grievance may be sent may be appealed to the Board.

8.6 Formal Level IV

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board, the grievance may be sent may be appealed to the Arbitration provided a Demand for Arbitration is filed with the American Arbitration Association (AAA) within ten (10) days of the Superintendent's answer, or the date the Superintendent's answer was due if the Superintendent did not render an answer. Failure to timely file a Demand for Arbitration in proper form shall constitute a complete and permanent bar to arbitration.

A. The arbitration proceedings, including the selection of an arbitrator, shall be conducted pursuant to the rules of AAA, except where in conflict with this Agreement.

B. During arbitration proceedings neither party shall be able to rely upon evidence or assert new grounds or defenses, which have not been previously disclosed to the other party unless the arbitrator determines that just cause exists.

C. The following are excluded from Level IV (arbitration) and the Level III Board disposition shall be final and binding as to any grievance with regard to any of the following:

1. The termination of any probationary Employee, or failure to re–employ any probationary Employee.

2. Any matter for which the basis of the grievance is not the express terms of this Agreement, including any and all allegations of Employee rights created by or through the federal or state constitutions, federal or state laws, and/or rules, regulations or other provisions promulgated, administered or enforced by any federal or State administrative agency.

D. Powers of the arbitrator are subject to the following limitations:

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

2. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide except concerning procedural matters.

3. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

4. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.

5. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

6. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non–occurrence of the event upon which the grievance is based.

E. The fees and expenses of the arbitrator and AAA shall be shared equally by the Association and the Board.

F. The decision of the Arbitrator shall be binding on both parties.

ARTICLE IX — CONTINUITY OF OPERATIONS

9.1. The Association agrees that it will not during the period of this Agreement directly or indirectly engage in, encourage or instigate any strike against the Employer. The Employer agrees that during the period of this Agreement it will not lockout any Bargaining Unit Member.

9.2. The Employer and Association agree that they will not, during the period of this Agreement, knowingly engage in an unfair labor practice as defined by PERA.

9.3. When an Act of God or Employer directive forces the closing of a school or other facility of the Employer, Employees shall be excused from work without loss of pay for the first six days allowed by law. Act of God time will be determined in half-day increments, and if an employee's shift starts

when the building is open, it will not be an Act of God day for that employee. If the school is forced to close for more than 6 days, at the Employees options, the Employee may use the accrued days such that no loss of pay is suffered. If the District is required by the State to make up any canceled days to receive full state aide, Employees will be required to work those make up days without additional compensation.

9.4. Rescheduling of such days will be at the discretion of the Board.

9.5. Should it become necessary to cancel classes after the school day has started due to weather, or other emergency conditions, the Superintendent (in person or by another person so designated and previously made known to the Employees) shall notify the Employees through the media, by telephone or in person, not to report to work, or that they may leave work early. Full year bargaining unit Employees will receive pay for their regular hours of work. All school year Employees in the custodial/maintenance and clerical positions will receive pay for their regular hours worked prior to said notification and early leave time. Rescheduling of such days will be at the discretion of the Employer. It is understood that the Employer will consult with the Association prior to rescheduling said days.

9.6. When school opening is delayed because of inclement weather, Bargaining Unit Members are expected to report for work at their regular reporting time or as close to the rescheduled time as announced or as road conditions will allow.

ARTICLE X— EMPLOYER SUPPORT OF STUDENT DISCIPLINE

10.1. Bargaining Unit Members shall be permitted to issue discipline consistent with Board policy and agreed upon rules and regulations established by the District including handbooks. .

10.2. The Employer recognizes its responsibility to give all reasonable support and assistance to Bargaining Unit Members with respect to the maintenance of control and discipline. Any case of assault upon a Bargaining Unit Member shall be promptly reported to the Employer or its designated representative. Time lost by a Bargaining Unit Member in connection with an incident mentioned in this Article shall not be charged against the Bargaining Unit Member so long as the Bargaining Unit Member was acting in the course of that member's employment in accordance with Board policy.

ARTICLE XI — NEGOTIATIONS PROCEDURES

11.1. At least thirty (30) days prior to the expiration of this Agreement, the Association shall approach the Employer in writing requesting that the negotiation procedure begin before the expiration of this Agreement.

11.2. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

11.3. There shall be two signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at mutual expense of the parties within thirty (30) days after the Agreement is signed. A copy of this Agreement shall be presented to each Bargaining Unit Member.

11.4. All school District policies currently in effect are available for examination in the office of the superintendent.

11.5. Representatives of the Employer and the Association shall meet from time to time for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure, but are intended to seek solution(s) to problems that may occur.

11.6. If any provision or application of this Agreement shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. If any provision of this Agreement is invalidated, the parties will meet within ten (10) days of the determination of invalidity to re–negotiate such invalidated provisions.

ARTICLE XII — WORK YEAR, WORK WEEK, WORKDAY

12.1 The normal work year for school year Bargaining Unit Members shall approximately coincide with the work year for teachers employed by the Board. The normal work year for all other (full year) Bargaining Unit Members shall be twelve (12) months, July 1 through June 30.

The normal work week for all Bargaining Unit Members is Monday through Friday, including an unpaid DUTY–FREE lunch period of at least thirty (30) minutes duration for employees scheduled six (6) hours or more. The minimum call–in pay for emergency situations shall be two (2) hours. The pupil accounting secretary will work two (2) weeks before and after the work year for teachers with one float week in needed.

12.2. All Bargaining Unit Members will be entitled to a fifteen (15) minute relief time for every 4 hours worked.

12.3. Overtime and extra bus runs shall be divided among Bargaining Unit Members within each department. Overtime and extra bus runs will be covered by the use of an "Overtime Chart" and will be offered to each Bargaining Unit Member in rotation based on seniority. Overtime that is refused by a Bargaining Unit Member will be charged on the Overtime Chart for the purpose of balancing the overtime. Overtime that is unused by a Bargaining Unit Member who has suffered injury on the job will not be charged against him/her on the Overtime Chart for up to one (1) calendar year. Upon his/her return, every effort shall be made to adjust this loss by giving him/her first available assignment on the overtime. It is understood by the parties that the record keeping of the "Overtime Chart" shall be borne by the Association.

12.4. Bargaining Unit Members shall be granted a ten (10) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup.

12.5. Upon notification by the Superintendent, or the President of the Board of Education (in the event the Superintendent is unavailable), Bargaining Unit Members requested to report for work due to emergencies, such as snow removal, heating system repair, etc., during such inclement weather conditions shall be compensated at one and one–half times their regular rate of pay, or at the option of the Employee be given one and one–half times compensatory time off his/her regular assigned working time.

12.6. Employees will be paid time and one–half (1 1/2):

A. For those hours worked in one week over and above forty (40).

B. When said hours have the prior approval from the Superintendent or President of the Board of Education (in the event the Superintendent is unavailable).

C. Employees who are required to work on days other than the normal work week days shall be paid straight time unless the total hours for the week exceed forty (40).

D. All hours worked, including overtime, must be submitted to the Employee's immediate supervisor on a timesheet. Failure to follow these requirements within 30 days may result in a denial of overtime pay.

12.7. An Employee who is eligible for overtime compensation may elect to receive such compensation as compensatory time if so noted on the pay period time card.

ARTICLE XIII — WORKING CONDITIONS

13.1. The Employer shall provide adequate rest areas and restrooms for Employees' use.

13.2. The Employer shall support and assist Bargaining Unit Members with respect to the maintenance of control and discipline of students as per Employer policy and notified of changes.

13.3. A Bargaining Unit Member shall report to their assigned supervisor, and are also responsible to the Principal and Superintendent. A written copy of the job description shall be provided to each bargaining Unit Member at the beginning of the school year if requested by the member.

13.4. The Employer shall provide or make available without cost to the Bargaining Unit Member the following:

A. Approved first aid kits and materials will be available.

B. Adequate and approved safety equipment will be provided as determined by OSHA guidelines and in consultation with the Employee and Employer.

C. Reimbursement for the cost of licenses or the renewal of licenses required for the Bargaining Unit Member to perform his/her job or position. Cost of license and required training will be paid for by the Bargaining Unit Member. Reimbursement will be made by the Employer for new Employees on the following schedule:

One–half (1/2) on completion of one hundred sixty (160) hours of work

One–half (1/2) on completion of three hundred twenty (320) hours of work, or be available for employment for eighteen (18) weeks.

Present Employees will be reimbursed upon presentation of appropriate documentation to the Employer.

13.5. The Employer may designate one employee to be responsible for the supervision of the building when an administrator is not present.

13.6.

A. Each driver shall submit to a physical examination by a licensed physician selected by the Employee as required by law. The Board shall pay the cost of each examination up to one–hundred dollars ($100). This proposal shall remain in effect as long as the content of the

State mandated exam remains in effect. Should changes be mandated by law, the parties shall meet to re–negotiate the amount of out of pocket expenses.

B. Employees required to participate in training will receive their individual, non–overtime hourly rate for the time spent in class and travel away from Buckley Community Schools.

1. Drivers and aides shall attend Michigan school bus safety education classes as required by the Michigan Department of Education. The District shall make available training classes for preparation to earn a commercial driver's license.

2. Each driver/aide shall complete the Red Cross multi–media course in First Aid to the Injured, eight hours, and be a certified member in good standing.

3. The parties recognize that certain transportation services and equipment are required by the Individualized Educational Program Committee to insure the safe maneuvering of special education and/or handicapped students in boarding and unboarding transportation vehicles, and to insure the safe transportation of the students while on board transportation vehicles. The Employer agrees to provide lifts on any vehicles transporting wheelchair students, and seat belts or other appropriate restraints for each student transported. Bus aides will be provided in the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of the passengers.

C. The Employer will make known to the Employee any information that is necessary for the Employee to perform his/her duties. In the event the Employees, pursuant to a student's IEP or at the direction of the Employer, utilize any specialized procedures relating to medical or behavioral management, the Employer will provide prior training as to such procedures. Such training will be at the Employer's expense, with compensation to the Bargaining Unit Member for any overtime occasioned by the training.

D. The Employer agrees to indemnify and save Bargaining Unit Members harmless from any liability incurred in the transportation of special education students to and from school and school related activities. The Employer's agreement to indemnify and save harmless shall apply only if the Bargaining Unit Member is acting in the course of that member's employment in accordance with Board policy and has not engaged in any act or omission which constitutes gross negligence or intentional misconduct as that term is defined by law.

13.7. Dispensing of Medication

Bargaining Unit Members may be required to administer medication to pupils only under the following conditions:

A. The parents or guardians have given prior written approval for the administration of medication by non–medical personnel.

B. Written instructions from the attending physician must accompany a prescription

C. The Employer shall indemnify and save harmless from any liability Bargaining Unit Members who administer medication to pupils when directed to so do by school supervisory personnel. The Employer's agreement to indemnify and save harmless shall apply only if the Bargaining Unit Member is acting in the course of that member's employment in accordance with Board policy and has not engaged in any act or omission which constitutes gross negligence or intentional misconduct as that term is defined by law.

13.8. Related Services

The Association recognizes that the Employer may be required by law to provide certain "Related Services", for example changing diapers, clean intermittent catheterization (CIC) and tracheotomy cleaning, to special education students.

When Related Services require expertise, the Employer will endeavor to provide the services via trained personnel. In no case, however, will a Bargaining Unit Member be required to provide related services requiring expertise, unless the following conditions are met:

A. The Bargaining Unit Member has received prior training in the procedure. Such training shall be provided at the Employer's expense, with compensation to the Bargaining Unit Member for any overtime required to receive training.

B. The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a lay person with the level of training received by the Bargaining Unit Member.

C. A witness must be made available during execution of the procedure.

D. The member shall have continuous availability of direct communications with a licensed health professional.

E. Any other conditions as set forth by law.

The Employer shall indemnify and save Bargaining Unit Members harmless from any liability resulting from their provision of related services to students. The Employer's agreement to indemnify and save harmless shall apply only if the Bargaining Unit Member is acting in the course of that member's employment in accordance with Board policy and has not engaged in any act or omission which constitutes gross negligence or intentional misconduct as that term is defined by law.

ARTICLE XIV — VACANCIES, TRANSFERS AND PROMOTIONS

14.1. A vacancy shall be defined as a newly created position or a present position that is not filled which the Employer intends to fill.

14.2. All vacancies in the bargaining unit that the Employer desires to fill shall be posted in a conspicuous place in each school building of the District for a period of ten (10) calendar days. Said posting shall contain the following information:

A. Type of work

B. Location of work

C. Starting date

D. Rate of pay

E. Hours to be worked

F. Classification

G. Minimum requirements

H. Ending date for applications

14.3. Interested Bargaining Unit Members may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The Employer shall notify Bargaining Unit Members of vacancies in the bargaining unit occurring during the summer months (June, July, August) by sending notice of same by U.S. Mail to the last known address of each Bargaining Unit Member who requested in writing to be notified of such vacancies.

14.4. When a vacancy is to be filled by the Employer, the Employer will place a current Bargaining Unit Member, a transfer, or a new hire in the position based on, in the opinion of the Employer, the individual who is best qualified for the position. In filling a position, the Employer will consider qualifications, length of service to the school District, and other relevant factors as they relate to all applicants. An Employee appearing on the seniority list in one classification does not have a right to demand employment, on the basis of seniority, in another classification if a position is posted.

14.5. In the event of promotion or transfer from one classification to another, the Bargaining Unit Member shall be given a twenty–nine (29) workday trial in which to show his/her ability to perform on the new job. The Employer shall advise the promoted or transferred Bargaining Unit Member of its performance expectations as described in the job description.

If, in the opinion of the Employer, the Bargaining Unit Member does not demonstrate ability to perform the work required to the Employer's satisfaction during the trial period, the Bargaining Unit Member shall be returned to his/her previous assignment. At the option of the affected Bargaining Unit Member he/she shall have the option to return to his/her previous assignment during the trial period.

14.6. The parties agree that involuntary transfers of Bargaining Unit Members are to be made only for just cause. Involuntary transfers made to effectuate layoffs shall be conclusively deemed to be for just cause.

14.7. Bargaining Unit Members shall not be placed on a lower step (salary schedule, wage scale) for the first thirty (30) calendar days following an involuntary transfer.

14.8. Definition of "Transfer" A "transfer" shall be defined as either a voluntary or involuntary change in: (1) a bargaining unit member's position or assignment to another position or assignment within the bargaining unit, (2) in building assignment, (3) in grade level(s) included in an assignment in DK–6, (4) in subject area(s) included in an assignment, (5) in a non–classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) in Special Education assignment such as learning disability, emotionally impaired, etc. Transfers to vacancies shall be governed by the language above pertaining to vacancies. Other transfers will be governed by this Section.

14.9. Involuntary Transfers. Involuntary transfers may be effected only for just cause. Thirty (30) days notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit member and the Association unless doing so will cause significant disruption or harm to district operations, staff or students. "Cause" for

involuntary transfer includes only cause involving the individual's performance, or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior staff possible District-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be set forth in the Layoff & Recall Article of this Agreement.

ARTICLE XV — SENIORITY

15.1. Seniority shall be defined as the length of continuous service in a particular classification (see Section 18.3) within the District as a regular member of the bargaining unit, excluding service as a substitute or temporary service. Accumulation of seniority shall begin from the Bargaining Unit Member's first working day in the classification. In the event that more than one individual Bargaining Unit Member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

15.2. Part–time Employees shall accrue seniority on pro rata basis.

15.3. Probationary Employees shall have no seniority until they successfully complete the probationary period at which time their seniority shall revert to their first day of work.

15.4. For purposes of this Agreement, all Bargaining Unit Members shall be placed in one of the following classifications based on their current assignments:

A. Custodial/Maintenance

B. Clerical

C. Food Service

D. Paraprofessional

E. Bus Driver/Transportation

15.5. The Employer shall prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to each Bargaining Unit Member. Within (ten) 10 days of the posting/notification of the seniority list, any objections shall be filed. Thereafter the list shall be final and conclusive.

15.6. Seniority shall be lost by a Bargaining Unit Member upon termination, resignation, retirement or transfer to a non–bargaining unit position or continuous layoff of more than 18 months. Seniority in a particular classification shall be frozen if an Employee transfers voluntarily or involuntarily to another classification within the bargaining unit.

ARTICLE XVI — REDUCTION IN PERSONNEL, LAYOFF AND RECALL

16.1. Layoff shall be defined as a reduction in the work force, including a reduction in straight time hours.

16.2. No Bargaining Unit Member shall be laid off unless said Bargaining Unit Member shall have been notified of said layoff at least fifteen (15) calendar days prior to the effective date of the layoff. Ten (10) calendar day notice shall be given where the layoff is in the form of a reduction in hours. In the event of a reduction in work force, the Employer shall first layoff probationary Bargaining Unit

Members in the classification being reduced. If further reduction is made, layoff shall be made on the basis of seniority in the classification being reduced. In no case shall a new Employee be employed by the Employer while there are laid off Bargaining Unit Members who are qualified and have seniority in the classification where there is a vacancy being filled. An Employee who is laid off or reduced shall be entitled to bump less senior Employees employed in other classifications in which the laid off or reduced Employee has seniority, provided he/she is qualified.

Qualifications shall be determined by the job description for each bargaining unit position.

16.3. In the event of a layoff, the Employer and Association may mutually agree to allow individual Bargaining Unit Members to waive their seniority rights for the purpose of the layoff. Such waiver, if authorized by the Bargaining Unit Member, shall not be construed to be a waiver of seniority for purposes of the right to be recalled from layoff.

16.4. A laid off Bargaining Unit Member shall, upon application and at his/her option, be granted priority status on the substitute list for his/her classification according to his/her seniority. Laid off Bargaining Unit Members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer after the first thirty (30) days of such layoff. During the first thirty (30) days of a layoff the Employer will continue to be responsible for health, dental and life insurance premiums.

16.5. Laid off Bargaining Unit Members shall be recalled to vacancies in the classification held at the time of layoff in order of seniority, with the most senior being recalled first, provided they are still qualified. A laid off Bargaining Unit Member shall retain recall rights for 18 months from the time he/she was laid off. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which Bargaining Unit Member is to report back to work. It shall be the Bargaining Unit Member's responsibility to keep the Employer notified as to his/her current mailing address. Any Bargaining Unit Member that cannot be contacted by the above methods due to moving from the area shall forfeit his/her right to recall. A recalled Bargaining Unit Member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work providing the Bargaining Unit Member reports within the five (5) day period. In case of an emergency, the Board may grant an extension of the above five– (5) day period. Bargaining Unit Members recalled to full–time work for which they are qualified are obligated to take said work. A Bargaining Unit Member who declines recall to equivalent work for which he/she is qualified shall forfeit his/her employment rights in the District. Bargaining Unit Members on layoff shall not accrue seniority during the period of such layoff.

ARTICLE XVII — JOB DESCRIPTION AND CLASSIFICATION

17.1. The job descriptions shall be distributed to all new Bargaining Unit Members when hired by the District.

The descriptions will include at a minimum:

A. Job title and description

B. Minimum requirements

C. Statement of required tasks and responsibilities

17.2. The basic compensation of each Bargaining Unit Member shall be as set forth in Schedule "A." There shall be no deviation from said compensation rates during the life of this Agreement.

17.3. It is agreed by the parties that, upon request by either party, they will meet for the purpose of consulting to make changes in existing job descriptions or the creation of new job descriptions for new positions not currently listed in this Agreement.

ARTICLE XVIII — VACATIONS

18.1. Only full year Bargaining Unit Members shall receive paid vacation time. Said vacation time may be used by eligible Bargaining Unit Members at times of their choosing, which may be denied by the Employer for cause. All vacations must be pre–arranged and approved by the Superintendent.

18.2. Vacation time shall be granted to full time employees on the Bargaining Unit Member's anniversary date using the following schedule:

6 months ..... 5 days
1 to 5 years ..... 10 days
6 to 10 years..... 15 days
11 years..... 20 days

18.3. Vacation days shall be used within twelve (12) months following the anniversary date the Employee is given the days. Any days not used within this year period will be lost unless said vacation was interrupted by the Employer, in which case the interrupted day or days will be rescheduled.

18.4. Effective at the beginning of the 2006–2007 contract year, full year, part time employees will be eligible to accrue vacation time. Qualifying members will use a prorated scale of the full time employee's number of days schedule (See 21.2). This applies to employees who are hired to work full 12 months at a part– time schedule.

For every 25 hours worked an employee will accrue vacation time at the following rates:

Six months = 1 hour vacation time for every 25 hours worked.
One to five years = 1 hour vacation time for every 25 hours worked.
Six to ten years = 1.5 hours vacation time for every 25 hours worked.
Eleven years or more = 2 hours vacation time for every 25 hours worked

ARTICLE XIX — HOLIDAYS

19.1. Full–time eight (8) hour per day school year Employees shall be paid for the following holidays when they work the work day prior to and the work day following the holiday, except in case of emergency or extenuating circumstances. When an emergency or extenuating circumstance is raised, the decision of the Employer shall be final in recognizing the same.

Labor Day
Thanksgiving Day (the day after)
Christmas Eve

Christmas Day
New Year's Eve
New Year's Day
Good Friday*
Memorial Day
Fourth of July

*When the teacher contract requires working on Good Friday, this day shall not be a holiday.

19.2. If a holiday falls within the period of the Employee's scheduled vacation, the vacation will be extended to compensate for the holiday.

19.3. Part–time Employees shall be entitled to the following paid holidays: Thanksgiving day, Day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day and Memorial Day.

ARTICLE XX— SICK LEAVE

20.1. Accumulated Sick Leave

Employees may utilize sick leave and receive normal pay for personal illness to the extent of accumulated sick leave. An Employee absence form shall be filled out and signed by the Employee certifying that the absence conforms to the language and intent of this contract.

Employees shall earn one–point two (1.2) sick leave days on the first day of each month of employment, accumulative to a maximum of one–hundred (100) days.

20.2. Continuation of Fringe Benefits

The Employer agrees to continue the insurance benefits of an Employee who is receiving Worker's Compensation benefits for three hundred sixty–five (365) days. The Employer shall pay the Employee the difference between his/her regular pay and Worker's Compensation benefits for three hundred sixty– five (365) days.

20.3. Use of Sick Leave

Sick leave may be used for the following reasons:
A. Personal Illness

The Employee may use all or any portion of his/her accumulated sick leave to recover from his/her own illness or disability, which shall include in part, all disabilities caused by or contributed by pregnancy. Upon accumulation of 3 days in succession, the Employer shall have the right to request proof of illness from a doctor. If, in the Employer's opinion, the Employee is inappropriately using sick leave, the Employer shall have the right to have the Employee submit proof of illness from a doctor.

B. Illness–Immediate Family

The Employee may use up to five (5) days per year of his/her accumulated sick leave to care for a member of his/her immediate family. Immediate family in this instance shall be defined as children and spouse and other persons residing in the household for an extended period of time

and who are dependent upon the Employee. If additional time is needed due to special circumstance(s), the Employee may request additional days.

C. Medical Care Arrangements.

The Employee may use up to five (5) days of his/her accumulated sick leave to make arrangements for medical care or nursing care of his/her immediate family. Immediate family in this instance is defined as husband, wife, brother, sister, children, father, mother, father–in–law, mother–in–law, grandchildren, grandparents, and grandparents–in– law or other persons living in the Employee's immediate household for an extended period of time and who is dependent upon the Employee.

D. Notwithstanding any contrary Agreement language, if the Michigan Earned Sick Time Act ("ESTA") is in effect, the first 72 hours of paid sick leave may be used for any ESTA purpose each ESTA year (i.e., each school year), with those 72 leave hours subject to the ESTA conditions.

20.4. Leave of Absence without pay

An Employee who is unable to work because of illness or disability and who has exhausted all accumulated sick leaves may, upon application, be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. The Employer agrees to continue to provide the health insurance benefits for the Employee for the first thirty (30) days of the leave unless otherwise required by law such as the Family and Medical Leave Act.

20.5. Presentation of Health Certificate

An Employee may be required to present a certificate showing that she/he is in good mental or physical health. The cost of said exam, when required by the Employer, will be paid by the Employer when the doctor is selected by the Employer.

ARTICLE XXI— OTHER PAID LEAVES

21.1. Personal Business Leave

A. Full year Employees will be given credit at the beginning of each school year for three (3) personal business leave days.

B. Regularly employed school year Employees will be given credit at the beginning of each school year for three (3) personal business leave days.

C. Personal business leave days are not accumulative.

D. Probationary Employees shall be given credit for personal business days at the end of their probationary period.

21.2. Personal leave days shall be granted with the approval of the Employer, and shall be used for business which cannot be accomplished outside the normal workday.

21.3. Personal Business Leave Conditions

A. Personal leave requests shall normally be provided to the Employer two (2) days before the date of the leave. The Employer agrees to grant requests on less notice, if proper arrangements can be made.

B. No business leave day shall be taken on a workday immediately before or after a holiday or vacation period, except in emergencies and then on an individual basis at the sole discretion of the Employer through the Employee's immediate supervisor

C. The Employee shall deliver a signed business leave form certifying that the requested business leave day conforms to the language and intent of this Agreement.

D. The Employer may deny a personal business leave request if the number of Employees anticipated to be absent on a particular date would make it difficult for the Employer to continue its normal operations or obtain substitutes.

21.4. Bereavement Days

Bereavement Days: Employees shall be allowed to use up to five (5) days for death of immediate family members as defined as follows: husband, wife, parents, siblings, children, grandchildren, grandparents, grandparents–in–law, father–in–law, mother–in–law, or other persons living in the immediate household for an extended period of time and who is dependent upon the employee, which would include step parents and step children. Bereavement days will not be taken from sick leave.

21.5. Any Bargaining Unit Member called for Jury Duty, or who is subpoenaed to testify during work hours in a judicial matter shall be paid his/her compensation minus the amount paid by the court, not to include expenses.

21.6. Testifying for the Association

Bargaining Unit Members who participate in arbitration or fact–finding hearings on behalf of the Association shall do so without loss of pay. The Employer and the Association shall divide equally the cost of the substitute if, in fact, a substitute is employed. This section shall be null and void if a work stoppage is in effect at the time of the arbitration or fact–finding.

ARTICLE XXII UNPAID LEAVES OF ABSENCE

22.1. Leave of absence without pay or benefits up one (1) year in duration may be granted upon written request from a Bargaining Unit Member.

Accrued paid leave days must be exhausted prior to the granting of unpaid leave.

During said leave, seniority shall not accumulate. The Board will make every attempt to place the Bargaining Unit Member in the same or similar position and classification upon returning from the leave of absence.

22.2. The Bargaining Unit Member shall return on the pay schedule at the appropriate step based on experience accumulated prior to beginning the leave.

22.3. The Bargaining Unit Member will notify the Employer of his/her intent to return to work no less than sixty (60) days prior to the ending date of leave. Failure of timely written notice will forfeit Bargaining Unit Members right to the position.

22.4. Family Medical Leave

- The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to: Twelve workweeks of leave in a 12-month period for:
    - The birth of a child and to care for the newborn child within one year of birth;
    - The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
    - To care for the employee's spouse, child, or parent who has a serious health condition;
    - A serious health condition that makes the employee unable to perform the essential functions of his or her job;
    - Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
    - Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition. A "serious health condition" is defined by the FMLA.

Where permitted by the FMLA, an Employee shall have the option to take FMLA leave on an intermittent or reduced schedule when medically necessary. If an Employee requests intermittent or reduced leave, the Employer may require a transfer temporarily to an available position for which the Employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

In accordance with the FMLA, the Employer shall continue group health plan benefits during the leave under the same conditions and at the same level as if the Employee were still at work.

FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. The Employer reserves all rights granted to school District Employers under the FMLA, such as but not limited to the right to require Employees to substitute paid leave for unpaid leave and, where permitted by the FMLA, to designate other leave to which the Employee is entitled under this Agreement as FMLA leave.

Applicable leaves of absence shall run concurrently with FMLA leave.

Whenever practicable, the Employee will provide the Employer at least thirty (30) days written notice for the leave. It will include the reason for the request; the expected beginning date; the expected ending date, and whether or not the Employee intends to use paid leave for any part of the leave.

Upon return from leave, the Employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the Employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. Of course, the right to return from leave is subject to the layoff provisions of this Agreement.

Should the Employee elect to not to return to work at the end of a Family Medical Leave outlined above for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond control of the Employee, the District may seek

reimbursement for the health premiums paid by the District during the leave period. The Employee shall not accrue any sick leave or personal business leave during any unpaid portion of the leave

ARTICLE XXIII — EXTERNALLY FUNDED PROGRAMS

23.1. The parties further agree that it is not their intent to replace or displace through the use of CETA funds and/or funds provided through other State or Federal programs, either in whole or in part, in any way, currently employed Bargaining Unit Members employed on the effective date of the Agreement, or to cause the loss of work or wages or employment benefits of the same.

ARTICLE XXIV — EVALUATION

The parties agree supervisors or administration, will evaluate employees. No test scores or test results of any kind will be used to evaluate employees.

24.1. Evaluation shall be understood to be a continual process which takes place formally and informally in regard to the overall performance of the Bargaining Unit Member.

Any informal observation which may be deemed by the Employer to be of a sub–standard performance level shall be brought to the attention of the Employee within 10 Employee working days. Any observation which is not documented and brought to the attention of the Employee within the 10 working day limit shall not be used as a basis for the formal evaluation.

24.2. Formal evaluations shall be conducted on probationary Employees a minimum of once during the probationary period. The Bargaining Unit Member will be given through his/her job description basic criteria upon which he/she will be evaluated.

Bargaining Unit Members who are not probationary Employees shall be formally evaluated a minimum of one (1) time per school year.

All formal evaluations shall be by the Bargaining Unit Member's immediate supervisor absent extenuating circumstances, where another administrator would conduct the evaluation.

24.3. All evaluations shall be reduced to writing and a copy given to the Bargaining Unit Member within ten (10) days of the date the evaluation is completed. If the Bargaining Unit Member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a Bargaining Unit Member is doing unacceptable work, the reasons 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 of the assistance to be given by the Employer towards that improvement.

24.4. Following each formal evaluation, which shall include a conference with the evaluator, the Bargaining Unit Member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Bargaining Unit Member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A Bargaining Unit Member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the Bargaining Unit Member's personnel file.

At the completion of the probationary period, an evaluation of the Bargaining Unit Member's work shall be completed, following the procedures of this provision.

24.5. In the event a Bargaining Unit Member is not continued in employment, the Employer will advise the Bargaining Unit Member of the specific reasons therefore in writing with a copy to the Association.

24.6. The evaluation document shall be in a narrative form based on the duties identified in the Employee's job description and as assigned by the Employee's supervisor. If no evaluation is completed in a given year, the bargaining unit member's performance shall be deemed satisfactory for that year.

ARTICLE XXV — ACCEPTABLE USE OF INTERNET

Purpose

A. The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment–related, and Association endeavors.

B. Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances.

1. Support of the academic program;
2. Telecommunications relating to school activities;
3. Association activities
4. Reasonable usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.

C. Bargaining unit members agree that the Internet/Intranet may not be used for commercial for–profit purposes.

D. The parties agree that all other provisions of this Agreement remain in full force and effect and the specific provisions outlined in this Article regarding acceptable Internet/Intranet use do not supersede any of the other provisions of this Agreement.

E. Bargaining unit members are aware that the Employer does not warrant that the functions of the Internet/Intranet will meet any specific requirements or that they will be error free or uninterrupted.

F. The parties agree to form an Internet/Intranet Acceptable Use Committee, with Association and Administration representation. The Committee shall consist of six (6) individuals, three (3) of whom shall be named by the Association and three (3) of whom shall be named by the Superintendent.

G. The parties agree that bargaining unit members will be released from liability for inappropriate acts committed by a student with regard to the Internet/Intranet, including, but not limited to, information retrieved from the Internet by a student in violation of this Article or any federal, state, or local law, a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state, or local law, a student's

design of a web site in violation of this Article or any federal, state, or local law unless the employee's conduct was negligent or contrary to Board Policy or administrative directives..

H. The Employer agrees to provide insurance coverage with regard to the bargaining unit members' use of the Internet/Intranet and any unintentional damage that may result to the Employer's computer system, as well as any unintentional violation of copyright, patent, trademark, or any other intellectual property laws, if the employee is required to use the Internet/Intranet as part of regularly assigned job duties.

I. The Employer agrees to indemnify bargaining unit members for any monetary settlement or award the bargaining unit member must satisfy as a result of a lawsuit brought by a third party, such as a student, parent, web master for a web site, software provider, or other individual or entity, with regard to the bargaining unit member's use of the Internet/Intranet if such use is required by the District and falls within the acceptable guidelines set forth in this Article and the employee's conduct was not negligent or contrary to Board Policy or administrative directives.

The Employer agrees not to cease a bargaining unit member's use of the Internet/Intranet due to an unintentional violation of this Article unless the employee's conduct was negligent or contrary to Board Policy or administrative directive.

1. The parties agree that proficiency, or lack thereof, in the use of the Internet/Intranet shall not be used in a negative fashion for evaluation purposes of a bargaining unit member unless job duties require such use and the employee has been trained for such use.

2. Bargaining unit members shall not be disciplined for a student's misuse of the Internet/Intranet, unless the employee's conduct was negligent or contrary to Board Policy or administrative directives.

3. The Employer agrees to provide notice to a bargaining unit member of complaints made via electronic mail regarding said bargaining unit member by individuals; including, but not limited to, parents, co–bargaining unit members, and third parties.

25.1. Virus Detection and Damage to Network

A. The Employer agrees to provide appropriate, regularly updated virus detection software on all of the Employer's computers. The software shall function in an automatic, passive fashion.

B. Bargaining unit members who are required to use the Internet/Intranet will not be held liable for any damage to the Employer's computer system caused by a virus.

25.2. Privacy Issues

A. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.

B. The Employer will provide each bargaining unit member with a password for accessing the Internet/ Intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all bargaining unit members' passwords. The Employer agrees to maintain bargaining unit members' passwords in a safe and confidential

location where access to such passwords by students and third parties is as secure as possible.

25.3. Objectionable Materials and Harassment

A. The Employer agrees to take reasonable and appropriate action to prevent or reduce harassment of bargaining unit members by third parties if, in its sole judgment such action is warranted. Bargaining unit members shall notify the Employer of such harassment by a third party in order for the Employer to take reasonable and appropriate action as defined by Board policy.

25.4. Violation of Intellectual Property Laws

If the Employer authorizes or requires use of a file obtained from the Internet/Intranet, the Employer shall assume all potential liability for any copyright, patent, trademark, or other intellectual property infringement unintentionally caused by a bargaining unit member.

25.5. Training

A. Given the complexity of intellectual property law, workplace harassment, and other potential claims with regard to use of the Internet/Intranet, the Employer agrees to provide training to assist bargaining unit members in avoiding unintentional violations.

B. The Employer agrees to provide release time for bargaining unit members to attend such training.

C. Training shall be provided for all bargaining unit members required to use the Internet/Intranet. The Employer agrees to cover the cost of the training.

APPENDIX A — SALARY SCHEDULE

I. **CLASSIFICATIONS**

Horizontal movement occurs yearly on the contract's anniversary date.

Classification	2025/26	2026/2027	2027/2028	2028/2029
Bus Driver	21.35	22.35	23.35	24.35
Custodial/Maintenance	22.03	22.53	23.28	24.03
Custodian	19.14	19.64	20.39	21.14
Paraprofessional	18.00	18.50	19.25	20.00
Secretary (*)	20.05	20.55	21.30	22.05
Head Cook/Director	22.35	22.85	23.60	24.35
Asst Cook/Line Cook	19.14	19.64	20.39	21.14
Cashier	18.00	18.50	19.25	20.00

(*) Building Secretary will work 1 week before and 1 week after school starts. Pupil accounting secretary Work year of two (2) weeks before school starts through two (2) weeks after school ends and one float week if needed.

A. Anyone who works outside of his/her classification shall be paid the higher rate between his/her regular job rate and the outside classification job he/she is working.

B. Personal Leave Day Incentive: At the conclusion of the school year, Bargaining Unit Members who worked the entire school year will be paid for all unused personal days/hours. This amount is based on the substitute rate times the regular daily hours earned by the member.

II. **SEVERANCE**

A Bargaining Unit Member who retires or resigns from employment shall receive a payment equal to the Employee's regular daily rate of pay times one–fourth (1/4) of his/her days of accumulated sick leave.

Bargaining Unit Members who retire with a minimum of ten (10) years of consecutive service to the District will receive payment as outlined above in a Board approved 403b or an equivalent program. This amount will equal 100% of their unused sick and personal days/hours multiplied by the rate of pay.

III. SPECIAL PROVISIONAL CONDITIONS

A. Employees who work in more than one classification will be paid the prevailing rate for each classification in which they are employed times the number of hours worked.

B. The Bargaining Unit Member responsible for calling substitutes shall have the duty day adjusted to include such in the regular workday.

IV. INSURANCE

A. Employee eligibility for insurance is based upon acceptance of the written application by the insurance provider.

B. Employees that work 32.5 hours a week during the school year are eligible for insurance.

C. Enrollment for insurance will only be accepted by the insurance company during the open enrollment period of each year, or for new Employees within thirty (30) days from the date of eligibility.

D. Responsibility for enrollment in the program(s) rests with the Employee.

The Employer shall sign an Employer Participation Agreement. Employees not selecting MESSA–PAK Plan A will select Plan B.

Eligible Association Members who choose Health Insurance shall have MESSA Choices II with $500/$1,000 deductible which is not reimbursed; the plan includes:

$10/$40 Super Saver Rx card

Negotiated Life $50,000 with AD & D

Vision VSP-2 Silver

Dental 70/70/70/70: ($2,000 maximum for class I,II,III; Lifetime maximum Class IV:

$4,000)

LTD coverage added - covers 60% monthly salary with a max $5,000

E. The employer shall pay the hard cap toward the total cost of MESSA PAK A medical premium permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

PAK B for eligible employees selecting Health Insurance:

Negotiated Life $50,000 with AD & D

Vision VSP–2 Silver

Dental 70/70/70/70: ($2,000 maximum for class I,II,III; Lifetime maximum Class IV: $4,000)

LTD coverage added – covers 60% monthly salary with a max $5,000

E. Part–time permanent Employees may, at their own expense and upon both application and acceptance by the carrier, participate in the existing health, dental, vision and life insurance programs made available by the Employer.

F. The Board shall adopt and implement a cafeteria plan pursuant to Section 125 of the Internal Revenue Code. The cafeteria plan shall remain in effect throughout the life of this Agreement. The cafeteria plan will provide a cash option equal to the single subscriber rate of the current MESSA Choices plan which shall be available for Employees who are eligible for MESSA PAK Plan A, but who instead select Plan B. Cash in lieu will be provided on the condition that: (1) employee voluntarily and in writing opts out of the available medical health care plan, and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Health Care Act. Employees may use the cash option to purchase any MESSA or MEA Financial Services non–taxable options or other non MESSA annuities. The cafeteria plan will also provide a Salary Reduction Agreement option for those Employees who elect to pay their portion of the Plan A premium required by the terms of this Agreement. The Board agrees to notify affected Employees of changes in the premium amount.

G. Eligible employees shall retain their current level of benefits, and the benefit package shall not be subject to change as a part of this Agreement, unless (and until) the Buckley Education Association (BEA) reaches an agreement with the Board to change health care coverage or until the contract expiration date. In the event that an agreement for change is reached, then the Buckley Educational Support Association Personnel shall convert to the BEA's health plan at the time that such a change or conversion is made. Any and all provisions of an agreement, including but not limited to deductibles, co–pays, etc. will be subject to this agreement.

III. ALCOHOL AND DRUG TESTING

A. All bus drivers shall be required to submit to and pass all physical examinations required by State or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431.

B. Prior to the start of each school year, Employees covered by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 shall participate in in–service training on the law, procedures and local policies. Employees shall be paid at their regular hourly rate for such time in training.

C. Employees required to submit to, and undergo, testing for drugs or alcohol shall be paid for such time spent, at their regularly hourly rate. Treatment costs are to be borne by insurance and/or the Employee.

IV. OTHER PROVISIONS

A. On trips of four (4) or more hours duration that cause the bus driver to miss his/her normal meal(s), the driver may purchase said meal and will be reimbursed the cost of the meal(s) at the following rates:

Breakfast $4.00
Lunch $6.00
Dinner $8.00

The driver must provide the District with a receipt for the meal purchased and all other information required under District policy before reimbursement will be made.

B. All Bargaining Unit Members shall be paid every two (2) weeks for the base hours they have worked plus any overtime during the present pay period and identified on the Employee's time card.

C. No bus driver shall drop off students other than at the assigned address without written authorization by an administrator

D. Bus drivers shall be paid a minimum of two (2) hours per run for a local run within the District.

Other runs are to be considered special runs. Special runs may be added to the local run with fifteen (15) extra minutes added at no additional cost to the Employer. Such special runs of more than fifteen (15) minutes shall be compensated in half–hour increments. All other special runs will be paid a two (2) hour minimum. Time over two (2) hours will be compensated in half–hour increments.

V. ENTIRE AGREEMENT

Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the authorized representatives of the parties hereto.

ARTICLE XVII — DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of its signing and remain in effect until. August 31, 2029

IN WITNESS WHEREOF, the parties have hereunto set their hands this _ day of ____July__, 2026.

BUCKLEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

By _____
President

By _____
Chief Spokesperson

By _____
Chair, Negotiating Committee

BUCKLEY COMMUNITY SCHOOL BOARD OF EDUCATION

By _____
President

By _____
Vice President

By _____
Secretary

By _____
Treasurer

By _____
Trustee

By _____
Trustee

By _____
Trustee

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