

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HERITAGE SOUTHWEST
INTERMEDIATE SCHOOL DISTRICT

AND

THE HERITAGE SOUTHWEST
INTERMEDIATE SCHOOL DISTRICT
CERTIFIED STAFF ASSOCIATION
SMEA/MEA/NEA

2025 - 2028

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (the "Agreement") is by and between the Heritage Southwest Intermediate School District (the "ISD") Board of Education (the "Board") and the Southwestern Michigan Education Association/Michigan Education Association (the "SMEA").

ARTICLE I -- Purpose and Recognition

1. Purpose

- a. The general purpose of this Agreement is to set forth the wages, hours, and other conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, the Association, and the bargaining representatives which shall prevail for the duration of this Agreement.

2. Obligation To Bargain

- a. The parties recognize their obligation to bargain pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended.

3. Recognition

- a. The Board recognizes the SMEA as the sole and exclusive collective bargaining representative for all full-time and regularly employed part-time certified teachers, state approved special education certificated personnel, social workers, school psychologists, physical therapists, occupational therapists, speech therapists, school based therapists, and counselors employed by the Board, but excluding the positions of supervisory personnel (including but not limited to the positions of directors, coordinators or supervisors and department chairpersons); the Superintendent; all administrative, clerical, custodial and maintenance personnel; paraprofessionals, contracted services staff, temporary per diem substitutes and long-term permanent substitutes not to exceed 90 days assigned to a single position, all third-party contractors, and all other employees. The Board further agrees that for the duration of this Agreement, it will not recognize nor bargain with any entity other than the SMEA with respect to the compensation and working conditions of the employees.

4. Dual Employment

- a. If due to an emergency situation, the Board assigns a non-bargaining unit employee to perform bargaining unit duties on a permanent (more than 90 days) basis, then the affected person shall be subject to this Agreement, with all rights, privileges, and responsibilities prorated for the amount of time spent doing bargaining unit work.
- b. If the bargaining unit duties are in an area usually subordinate to the supervisory employee who will be performing in both capacities, then that employee shall be evaluated by their immediate supervisor in the area of their bargaining unit work as well as their usual position.

ARTICLE II -- Contract Interpretation and Application

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provisions of this Agreement shall be prohibited by or deemed invalid by a court of competent jurisdiction, such provision shall be ineffective without invalidating the remainder of this Agreement.

1. Definitions

- a. Except as otherwise provided in this Agreement, the words and phrases set forth shall have the following meaning:
 - i. Day means a day when the school is open and employees are scheduled to report for duty, except that during summer recess or vacation periods, day means a regular business day excluding holidays and weekends.
 - ii. Emergency means a sudden unforeseen combination of circumstances or the resulting state that calls for immediate action.
 - iii. Party means the Board or the SMEA.
 - iv. Employee means a member of the bargaining unit.
 - v. Teacher means any member of the bargaining unit who is also a certified teacher as recognized by the Michigan Teachers' Tenure Act, MCL 38.71 et seq., as amended.
 - vi. Itinerant Staff means any member of the bargaining unit who is not recognized by the Michigan Teachers' Tenure Act, MCL 38.71 et seq., as amended.

2. General Interpretation

- a. This Agreement shall be interpreted in accordance with the following understandings:
 - i. Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
 - ii. Subordination. Any individual contract or letter of agreement between the Board and the employee for the performance of duties which are subject to the terms of this Agreement, shall be subject and subordinate to the provisions herein.

3. Application

- a. The rights of either party or of an employee to any benefit shall be determined solely by the terms of this Agreement and in any subsequent Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement by mutual consent during the life of this Agreement, and in any subsequent agreement. Further, this Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE III -- Board of Education Rights and Responsibilities

1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing, the right to:
 - a. Manage and control the school's business, property, facilities, and equipment.
 - b. Direct the working forces, including the right to hire, promote, suspend, discharge, or otherwise discipline employees, assign employees, determine the size of the workforce, lay off employees, determine the scheduling of all personnel, and the right to establish, modify or change any work or business or school hours or days.
 - c. Determine the services, supplies, and equipment necessary to continue its operations and programs and to determine the methods of distribution, dissemination, and/or selling its services, the means, methods, schedules and standards of operating, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, and to institute new and/or improved methods or changes therein.
 - d. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - e. Adopt reasonable rules and regulations.
 - f. Determine the qualifications and conditions for continued employment, dismissal, demotion, discipline, promotion, assignment, or other personnel actions with regard to all employees of the Board.
 - g. Establish policies governing the selection or training of employees, provided that such selection shall be based upon lawful criteria.
 - h. Establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
 - i. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of 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 of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws of the State of Michigan and the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV -- Association Rights and Responsibilities

1. In order to facilitate the administration of this Agreement, the SMEA shall have, in addition to other rights expressly set forth herein or provided by statute, the following privileges:
 - a. School Property. The use of school building facilities for meetings, provided such meetings are held at hours other than school day hours and advance permission for such use has been given by the Administration.
 - i. Duly authorized representatives of the SMEA and their respective affiliates shall be permitted to transact official SMEA business on school property, provided that such action does not interfere with or interrupt school operations.
 - b. School Equipment. The use of school equipment including all forms of technology now being used shall be allowed at reasonable times when such equipment is not otherwise in use, and such use shall not violate the Board's Acceptable Use Policy.
 - i. The SMEA shall pay for the reasonable costs of all materials and supplies incident to such use.
 - ii. Except in the case of normal Association/District business if non-Association staff are used to assist the Association during regular work hours, then the Association will have to pay for those employee's time. Board employees shall not be used for SMEA purposes during their regular hours of employment.
 - c. Communication Facilities. The SMEA shall have the privilege to communicate with its membership through the use of designated bulletin boards and District mail service, and the SMEA shall not violate the Campaign Finance Act when using these bulletin boards. The SMEA shall save and hold the Board harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials. This shall not apply to communications which are contrary to law, such as the urging of strikes, work stoppages, etc.
 - d. Employee Representation. The parties expressly recognize the right of each employee to freely join or to refrain from joining the SMEA and no employee shall be discriminated against by reason of their joining or refusing to join the SMEA. The SMEA is required by law to represent all employees in the bargaining unit fairly and equally without regard to an employee's SMEA membership. The

Association or its representatives or agents shall not use force, intimidation, or unlawful threats to compel or attempt to compel a public employee to become, associate with, or remain a member of a labor organization, including compelling or attempting to compel a public employee to financially support the Association through union dues, service fees, or initiation fees. The Association or Its representatives or agents shall not use force, intimidation, or unlawful threats to compel or attempt to compel a public employee to refrain from joining/associating with a labor organization or financially supporting the organization.

2. Release Time

- a. The President of the Association may use their conference or planning period to conduct the bargaining unit's business without loss of pay or other benefits, provided it does not interfere with their assigned duties and responsibilities with the ISD.

3. Association Representatives

- a. All SMEA business, including investigation of grievances, shall be conducted during employee's non duty hours. Provided, however, that a designated employee may be permitted to engage in SMEA business during the employee's duty hours if prior express approval is obtained from the employee's supervisor. Disciplinary or other meetings scheduled by the Administration shall automatically indicate express approval.

4. SMEA Responsibilities

- a. The SMEA, having been recognized as the exclusive bargaining agent for the employees, agrees that it will cooperate with the Board in enforcing the work standards, schedules, rules, and regulations of this Agreement and will not engage in nor encourage concerted action of any type, including strikes, against the Board which would be in violation of this Agreement or in violation of the laws of the State of Michigan.

ARTICLE V -- Professional Rights and Responsibilities

1. Professional Rights

- a. Each employee shall have, in addition to all other rights expressly set forth herein or provided by law, the following rights:
- b. Representation. Each employee shall have the right to have a union representative present at any scheduled meeting or conference with an administrator at which there exists a reasonable likelihood (to the administrator's prior knowledge) that the conference will result in imposition (or recommendation therefore) of disciplinary sanctions against said employee. No disciplinary action shall be taken against an employee without the presence of such representation except in emergency situations when prior notification of a representative is not reasonably possible.
 - i. All parties recognize that the following sections of Article V apply only to bargaining unit members not subject to the Michigan Teachers' Tenure: 1.b, 1.d, The Board agrees that itinerant staff shall not be disciplined, dismissed, or demoted, or reduced in compensation, for arbitrary or capricious reasons or without due process as defined in this Article. "Due Process" shall be defined for purposes of this Agreement as the following:
 - ii. An employee shall be given appropriate prior notice of any performance deficiency whenever imposition of any of the above disciplinary sanctions is based principally on a continuing course of conduct evidencing such deficiency.
 - iii. Employees may submit a written statement of objection to imposition of any of the above disciplinary sanctions, specifically stating any reasons why the disciplinary sanction should not be imposed, and such statement shall be included in the employee's personnel file.
 - iv. Employees shall be entitled, upon submission of a written request to appear before the Board and offer reasons why the disciplinary sanction should not be imposed. Employees shall be notified at least eighty (80) calendar days before the end of the spring semester whether their contract will be renewed or terminated for the subsequent year (except for cases in which the termination or nonrenewal is based on misconduct not occurring or not discovered until after the expiration of this deadline). The Board shall reserve the right to layoff employees without regard to this

sixty (60) day provision in accordance with the terms of Article IX; Section 1.

- v. Employees not covered by the Michigan Teachers' Tenure Act shall be subject to probationary periods that are in line with those in the Act.
- c. Evaluation of Teachers. Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teacher;s Tenure Act. This performance evaluation system will include, as appropriate, the following:
 - i. A year end evaluation process that meets the statutory standards;
 - ii. An evaluation tool that incorporates components required by law, including
 - 1. Locally agreed on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
 - 2. The teacher's performance
 - iii. An individual development plan (IDP) with measurable performance goals developed by the evaluator in consultation with teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for,
 - 1. All probationary teachers;
 - 2. Teachers rated developing, needs support; or
 - 3. At the administrator's discretion when performance deficiencies are noted. To the extent allowable by law, the district will notify a classroom teacher of complaints that might lead to discipline
 - iv. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
 - v. A mid year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the educator, and any recommended

training, coaching, professional development, or resources identified by the evaluator

- vi. A year end performance evaluation effectiveness rating, of effective, developing, or needing support.
- vii. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year end evaluations, the teacher must receive a year end evaluation. If a teacher on the triennial; track is placed on an IDP or transfers to a new classroom, the Superintendent may choose to move the teacher to annual evaluations; year end evaluation for teachers shall be completed at least five (5) business days before the end of the school year.
- viii. A mentor for teachers rated as developing or needing support or for teachers as required by law;
- ix. Opportunity for a tenured teacher rated needing support on a year end evaluation to request a review consistent with Revised School Code 1249;
- x. Use of Thoughtful Classroom evaluation tool, which has been approved by MDE and is in compliance with Revised School Code Section 1249 and corresponding regulations;
- xi. Website postings of required information for the Thoughtful Classroom evaluation tool;
- xii. Training on the Thoughtful Classroom evaluation tool for teachers and evaluators as required by law.
- xiii. If a tenured teacher is rated ineffective or needing support on 3 consecutive year end evaluations, the teacher shall be discharged consistent with due process. The district is not precluded from discharging a teacher at another time as provided by the Teachers' Tenure Act.
- xiv. If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.
- xv. The use of student growth and assessment data as 20% of the year-end evaluation rating.

- xvi. A probationary teacher cannot challenge any aspect of the negotiated evaluation process, including observations, IDP, the mid year performance review, or their assigned ratings.
 - xvii. Grievance Procedure An alleged violation of the Article is not subject to arbitration in the grievance process; except, probationary teachers cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid year performance review, or their assigned rating per paragraph c.(xvi) above. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance process by a tenured teacher with two (2) consecutive rating of "needing Support".
- d. Itinerant Staff Evaluation. The Board has delegated to the administrative staff the responsibility for evaluating the performance of employees. The primary purpose of this evaluation process is to identify specific ways a professional employee may increase his/her effectiveness in the classroom and as a member of the school community, and to identify any areas of needed improvement, areas of professional growth, and any areas of perceived strength. The absence of an evaluation shall indicate satisfactory performance for the period of time to be covered by said evaluation. In order to achieve the purposes and attain the goals of this evaluation process, it is agreed that the evaluation of employees in the performance of their professional assignments shall conform to the following time lines and procedures and shall minimally consist of a review of the evaluation process and the evaluation tool to be used, observations, post-observation conferences and a written evaluation. The review of the process and the evaluation tool can be in written form or in a group meeting. Both formal and informal observations may be used in the evaluation process.
- i. The performance of all employees shall be evaluated in writing by their respective supervisors or such other administrator or qualified professional person as the Superintendent may deem appropriate. It is expressly understood that this shall not require that an evaluator be specifically trained or possess a degree in the specific area of the evaluated employee's job assignment. Should the employee receive an adverse evaluation on specific knowledge and/or technique in the area of their training or expertise, a more thorough evaluation by a person specifically trained to make a judgment in those areas may be requested.

The request shall be made in writing within ten (10) days of the conference or evaluation immediately preceding the request. At any conference resulting from this request, an employee shall have the right to have a SMEA representative present.

- ii. All evaluations shall be primarily used for the purpose of improving the job effectiveness and professional growth of each employee by identifying areas of needed improvement and any areas of perceived strengths. Each employee will be apprised of the specific terms of their performance responsibilities and will be made familiar with the evaluation instrument prior to its use. Any changes in said instrument deemed necessary by the Board and with input from the employees will not take effect less than forty (40) days before a scheduled evaluation.
- iii. An employee may be observed at any time, but prior to a written evaluation an employee being evaluated shall be formally observed in the performance of their professional assignment at least once for a period of no less than one-half (1/2) hour. The employee shall receive verbal or written notice no less than the end of the previous business day prior to a formal evaluation.
- iv. All formal monitoring or observation of the performance of an employee shall be conducted openly and with full knowledge of the employee.
- v. Within fifteen (15) days following the formal observation, a conference will be held between the employee and the immediate supervisor or person conducting the evaluation. Such conference shall be for the purpose of discussing the written observation comments prepared by the supervisor or other evaluator. If the evaluation is to be done by someone other than the supervisor, that person also will be in attendance at the conference if at all possible, or will have made a full written report of the observation, a copy of which will be given to the employee.
- vi. Within fifteen (15) days of the last observation of an academic year, an employee being evaluated shall be given his/her written evaluation. Such evaluation shall be based on the results of the formal evaluation(s), the employee's overall job performance, as well as the classroom or job performance observations. The employee receiving the written evaluation may request that an SMEA representative be present at the meeting.

- vii. Probationary employees shall be notified by April 30 whether their contract will be renewed or terminated for the subsequent year (except for cases in which the termination or nonrenewal is based on misconduct not occurring or not discovered until after the expiration of this deadline). The Board shall reserve the right to layoff employees without regard to this sixty (60) day provision in accordance with the terms of Article IX; Section
- e. Employee Protection. Any case of physical assault upon an employee or destruction of property by students or others while the employee is on official ISD business, shall be reported and put in writing as soon as possible to the Superintendent or a designated representative. The Superintendent or a designated representative shall determine the need to file a report of the incident with the appropriate law enforcement agency. The Board will consult with legal counsel with regard to the employee's rights and obligations with respect to such assault or property destruction, and shall render reasonable assistance to the employees in connection with the handling of the incident by law enforcement and judicial authorities. This should not be construed to mean that the Board assumes responsibility for the replacement or repair of clothing or personal articles such as eyeglasses, jewelry or vehicles damaged during or after the employee's normal workday. Nothing in this Agreement shall preclude an employee from making an incident report to any law enforcement agency.
- f. Personnel Files. The Board of Education shall require that an official personnel file be established and maintained for each employee in accordance with the following guidelines:
 - i. An employee shall have the right to review the contents of their personnel file during regular business hours upon twenty-four (24) hours prior request. A representative of the SMEA may accompany the employee at the request of the employee. The file shall be reviewed in the presence of a representative of the Board of Education. At the employee's request, they shall be given a copy of any data needed which is found in their file. Any references received by the Board of Education with the understanding that such references would remain confidential shall not be subject to review.
 - ii. After the date of employment, the employee shall be given written (i.e. "cc") notice of the Board's intention to insert any materials in their

personnel file which adversely reflect on the character of the employee's professional services together with a copy of such materials. The employee shall have the right to attach an explanation or rebuttal to any materials placed in their personnel file.

- iii. An employee may request in writing that material which the employee claims to be erroneous be removed from the file. Such a written request shall set forth the factual basis for such claim. If the Board or designee shall fail within ten (10) working days from receipt of such a request to reply therewith, and/or deny the request the employee shall have the right to insert in their file, a written statement, or other relevant material concerning the material to which an objection has been made and it shall be attached to the material in question.
- iv. The district will alert a bargaining unit member when a FOIA request has been received pertaining to them within one business day. The district will inform the member who has made the request. The member will be given the opportunity to review any information that will be released.
- g. Citizenship Rights. An employee is entitled to full rights of citizenship and no religious or political activities of the employee, or the lack thereof, or the private and personal life of an employee shall constitute grounds for any discipline or discrimination with respect to the professional employment of the employee, except as such conduct or activity shall materially interfere with the discharge of the employee's professional responsibilities.

2. Employee Responsibilities

- a. Shared Responsibilities.
 - i. The Board recognizes that the employees alone cannot be held accountable for all aspects of the progress of pupils, but that the Board and Administration must also share the responsibility.
- b. Preparation for Professional Assignments.
 - i. Adequate prior preparation for a professional assignment is essential and is the responsibility of each individual employee. If an employee is requested by Administration to move their classroom outside of the contracted workdays, they will be allocated up to two (2) days for packing and reorganizing to be paid at their current daily rate.

- c. Student Records.
 - i. All employees are required to prepare and keep up-to-date records of their students' progress, lesson plans, and such other necessary records and/or information as may be required by the Administration. Attempts shall be made when planning the yearly calendar to provide student free time periodically for employees to work on student records.
- d. Safety of Students.
 - i. Each employee shall make every reasonable effort to protect students from conditions harmful to learning, health or safety. For such purposes, an employee shall promptly notify the Administration in writing of any defective condition in the physical facilities of the ISD which may reasonably cause injury to persons or property. Employees shall be responsible for understanding and acting in accordance with all Board or administrative safety policies. The Board shall be responsible for all training necessary to implement Board or administrative safety policies.
- e. Appropriate Dress.
 - i. As members of a respected profession and cognizant of their responsibility to represent the ISD to the public and students in a professional manner, all employees will dress in a manner appropriate to their position.

ARTICLE VI -- Employment Conditions

1. School Year

- a. The number of employee days/hours shall be set forth in the staff calendar according to the laws and Constitution of the State of Michigan. Extended school year sessions will be established on a separate calendar and employees contracted as set forth in Article VII, Section 1.a. Any employee required to report for more than the contracted number of days as scheduled shall be accorded, by mutual agreement, comparable release time or additional compensation at a per diem rate computed in accordance with Article XI; Section 1.a.i.1.
 - i. Each employee will be regularly scheduled to work no more than thirty-five (35) hours per week, with appropriate adjustments in time schedules being made by Administration for any employees working in any area on a different time than Cass County, in accordance with the following guidelines. Professional assignments, such as special programs, conferences, staff meetings, in-service meetings are job expectations when taking the position and are excluded from the thirty-five (35) hour weekly schedule.
 - ii. Working Day. The working day shall total seven (7) hours and thirty (30) minutes from start to finish including one half (1/2) hour lunch period. A one-half (1/2) workday consists of three (3) hours and thirty (30) minutes. Time schedules shall be established at the beginning of each year. Itinerant staff shall report to their assignment as approved by their immediate supervisor and may leave at the end of a seven (7) hour and thirty (30) minute day.
 1. Employees shall continue to serve the needs of students beyond the times designated, as defined in Article VI; Section 1.a.ii. If meetings extend beyond the normal working day, prior notice of two (2) days, except in case of emergency, will be given to the employees affected. Supervisors may excuse an employee from the attendance at such meetings at their discretion.
 2. Notwithstanding the provisions of Article VI; Section 1.a.i and Article VI; Section 1.a.ii, North Pointe employees covered by this Agreement shall be entitled to early dismissal, as defined below, on the last workday preceding the following holidays: Labor Day,

Thanksgiving, Winter Recess, Spring Recess, Memorial Day, the last teacher workday preceding summer recess and Fridays following staff meetings which extend beyond regular work hours. Early dismissal shall occur as soon as all students for whom the individual employee is responsible have safely boarded the bus for home, but in no event more than thirty (30) minutes prior to the workday end. Early dismissal pursuant to this provision shall in no way relieve individual employees from responsibility for required meetings scheduled with constituent school district personnel or other meetings which the employee is required to attend under the terms of this agreement. Brookside employees covered by this Agreement shall be entitled to early dismissal time as defined below equal to that of North Pointe employees as defined above. The early dismissal days will be identified by Administration and occur on non student work days or professional development days.

3. Flex Time/Schedule. Flex time/schedule may be available with prior written agreement between employee and administration as long as it doesn't interfere with student contact time. Personal documentation is required. Flex time/schedule is to be used within the contract year. All Flex Time accumulation and use is to be pre-approved, in writing, with the appropriate forms and signatures. In no case will Flex Time be carried forward to the following school year.
- iii. All employees are entitled to one half (1/2) hour duty-free lunch break daily, except in emergency situations or in the case of employees assigned to off-site programs, the lunch break shall be in line with the schedule of the off-site constituent school district.
- iv. Nonstudent Contact Time. Every attempt shall be made to schedule the student attendance day to afford staff time to prepare after the students' departure prior to the end of the scheduled workday, as stated in Article VI; Section 1.a.ii. All employees shall be given the opportunity for periodic breaks to be taken throughout the day at such times as shall not be disruptive of instructional programs, subject to the approval of the

employee's designated supervisor. Such breaks shall not as a regular practice exceed a daily cumulative average of twenty minutes per day unless explicitly authorized by the supervisor.

- v. If a non certified staff member's individual performance, performance responsibilities, and/or job description do not meet the standards required, the employee in charge of the area to whom the non certified staff member is assigned shall forward a written report to the immediate supervisor delineating the areas considered to be below an acceptable performance level. The supervisor shall, within five (5) days of receiving the report, consult with professional staff, especially the person working most closely with the non certified staff, make any other investigation necessary, and then take steps to clarify the situation.
 - 1. Both in correcting any adverse situation and in considering the contract renewal of non certified staff, the recommendation of the appropriate professional staff person(s) shall be included in the evaluation instrument.
- vi. Employees will be consulted prior to scheduling parent-teacher conferences. Parent-Teacher conferences will be in agreement with the negotiated master calendar or the calendar of the off-site constituent school district.

2. Class Size

- a. Class size shall be in accordance with the ISD plan.

3. Employee Attendance

- a. Employees will be responsible for reporting for duty on all scheduled workdays and shall not be entitled to compensation for days absent unless explicitly so authorized under this Agreement.
 - i. Employees shall be at their building on days when students are not in attendance at the regularly established time, except as provided below.
 - ii. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather, where school is canceled due to a city, state or federal emergency, or when otherwise prevented by an act of God. When the schools are closed due to the above conditions, employees will not be required to report for duty.

- b. In the event that the Board determines it is necessary to schedule additional duty days to “make-up” for duty days canceled under Article VI; Section 3.a.ii, such additional duty days shall be established in accordance with the following procedures:
 - i. Additional duty days shall be scheduled by the Board as nearly immediately after the end of the school year as practicable; provided, however, that the Board shall also take into consideration such factors as coordination of schedules of constituent K-12 school districts, availability of transportation and facilities, and convenience of students, parents and staff.
 - ii. The Board shall establish the dates of all necessary “make-up” days and publicly announce the same not later than April 15, unless such days occur on or after April 15, in which case the days shall be the next consecutive days at the end of the scheduled school year.
 - iii. Employees shall not be entitled to any additional compensation for services performed on or with regard to “make-up” days scheduled pursuant to Article VI; Section 3.b., unless the total number of duty days actually worked during the year shall exceed the number of duty days as established in the appropriate calendar contained in this Agreement. Compensation for any such duty days worked in excess of the number established in the appropriate calendar shall be determined in accordance with the provisions of Article XI; Section 1.a.i.1 of this Agreement.
- c. Voluntary extracurricular activities may begin immediately after the close of the pupils’ regular school day provided arrangements have been made with the supervisor for the employee to fulfill their regular obligations.
- d. Faculty Meetings. Employees, unless excused by their supervisor, will attend all meetings called by the Administration except in cases of emergency. Employees will have forty-eight (48) hours’ notice prior to such meetings except in cases of emergency. Meetings may be scheduled after regular duty hours when deemed necessary by the Administration.
 - i. Such meetings shall not extend beyond 4:30 p.m. unless there is mutual agreement between the parties and shall not be scheduled more than twice per month. If a meeting lasts longer than 45 minutes beyond a

members scheduled workday, that member will be allowed to leave an equal amount of time early on a day of their choosing as long as it is after students have gone home.

- e. Whenever possible, I.E.P. 's will be scheduled during the regular working day. "Whenever possible" will be interpreted such that inability of parents to attend other than during non-school hours shall require that the I.E.P. be held when parents can be in attendance.

4. Facilities and Equipment

- a. The Board shall make available, whenever possible, in each school building run by the ISD, and in each building that houses an ISD program but is not run by the ISD, the following:
 - i. Restroom and lavatory facilities exclusively for employee use.
 - ii. At least one room, appropriately furnished, for use as a faculty lounge.
 - iii. Equipment and necessary materials to aid employees in preparation and presentation of instruction.
 - iv. Paved accesses and parking facilities and an area to be reserved near each building for the loading and unloading of materials and equipment.
 - v. Telephone facilities for use in furtherance of official ISD business, professional and/or other reasonable purposes. (See employee handbook for details.)
 - vi. A desk for each classroom teacher. Adequate work area and filing facilities for each employee.
 - vii. Space which can be locked shall be provided for each employee's personal articles.
 - viii. Storage space in each classroom and/or building for instructional materials.
 - ix. A teacher's edition, where appropriate, of each text assigned by the Administration for use in the subject matter a teacher is assigned to teach.

5. In-Service Training

- a. The parties recognize there will be mandatory in-service programs throughout the school year. Input from employees will be considered in scheduling in-service

programs. The parties also recognize the value of voluntary participation by ISD employees in other in-service activities held outside of the regular scheduled employee day. At the request of the SMEA or on the Board's initiative, arrangements may, at the Board's discretion, be made for after school courses, workshops, conferences, and programs designed to improve the quality of instruction. The parties support the principle of continuous training of employees and participation in community education projects.

6. Students with Medical Needs

- a. Situations may arise where a bargaining unit member will be teaching or otherwise providing services to a student for whom school health services are provided by the Employer or a third party in the school setting, even though the bargaining unit member will not be called upon to provide the services on a regular basis. In such circumstances if there is a reasonable possibility that the member may be called upon to provide the services on a substitute or emergency basis, before teaching or otherwise providing services to the student, the member shall be provided with that information and training as required for the particular student involved. The employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is required to provide school health services.

ARTICLE VII – Placement/Layoff/Recall and Extended School Year

1. Placement/Layoff and Recall of Teachers. Decisions about placement, layoff, and recall, of a “teacher” under Revised School Code Section 1249 will be made as stated below. The parties agree that the procedures established in this Article constitute clear and transparent procedures as required under Revised School Code Section 1248.
2. Placement of Teachers.
 - a. The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:
 - i. Staffing the curriculum with the most effective and qualified Teachers to instruct the applicable courses, grades, and school schedule.
 - ii. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE’s Teacher Certification Code, MDE’s Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - iii. Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.
 - iv. A “Vacancy” shall be defined as an unassigned, open position or a newly created position which the District intends to fill. Vacancies shall be posted a least five (5) business days prior to being filled.
 - v. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent’s office, including:
 1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 2. Credentials needed for District, school, or program accreditation;
 3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher’s effectiveness in that assignment and is integrated into instruction;

4. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 5. Disciplinary record, if any;
 6. Length of service in a grade level(s) or subject area(s);
 7. Recency of relevant and comparable teaching assignments;
 8. Previous effectiveness ratings;
 9. Punctuality and habitual use of unpaid days not protected by FMLA, ADA or other state or federal law;
 10. Positive or negative rapport with colleagues, parents, and students;
 11. Ability to withstand the strain of teaching "standard" as defined by law;
 12. Compliance with state and federal law.
- vi. Length of service may be considered as a tiebreaker if a Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
 - vii. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
3. Layoff/Recall of Teachers.
 - a. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Teaching staff or that a reduction in Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Teaching positions to be reduced. Prior to the issuance of layoff notices, the CIEA will be given an opportunity to make specific recommendations regarding the particular implications of layoff procedures planned by the District.
 - b. Reduction in workforce and recall decisions must be made based on Teacher effectiveness criteria established in Revised School Code Section 1249 and this Article.

- c. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - ii. Credentials needed for District, school, or program accreditation;
 - iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Teacher's effectiveness in that assignment and is integrated into instruction;
 - iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - v. Disciplinary record, if any;
 - vi. Length of service in a grade level(s) or subject area(s);
 - vii. Recency of relevant and comparable teaching assignments;
 - viii. Previous effectiveness ratings;
 - ix. Punctuality and habitual use of unpaid days not protected by FMLA, ADA or other state or federal law;
 - x. Positive or negative rapport with colleagues, parents, and students;
 - xi. Ability to withstand the strain of teaching;
 - xii. Compliance with state and federal law.
- d. Teachers must provide the District with current information and documentation supporting the Teacher's certification and qualifications.
 - i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.
 - ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 - iii. Failure to maintain current contact information may negatively affect the teacher's recall.
- e. Teacher reductions and recalls are by formal Board action.

- f. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Teacher and Association.
- g. Teacher Recall Process
 - i. A Teacher is eligible for recall under this Article for 12 months from the date the District implemented the reduction in force.
 - ii. The Superintendent will first identify the academic level(s) or departments(s) where a teaching vacancy exists.
 - iii. Before or in lieu of initiating the recall of a laid-off Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Article
 - iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - 1. Recall the laid-off Teacher who is certified and qualified for the vacancy, provided the Teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article;
 - 2. Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Teacher on layoff meets the certification and qualification requirements of the position.
 - v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Teachers and will establish the time within which a Teacher must accept recall to preserve the Teacher's employment rights.
 - vi. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

4. Assignments – Extended School Year

- a. All employees assigned to summer sessions, shall be offered employment on a contract separate from the regular school year contract as per the negotiated

calendar. Regular school year employees normally assigned to duties which will be extended into summer sessions shall have the first option of signing up for said summer session. Should regular school year employees decline summer employment, the positions will be posted and filled. . In the event of more than one eligible applicant, the selection will be made based on certification, qualification, and experience. All factors being equal, the Board has the authority to select the individual who is awarded the position. For the purposes of this Agreement, "qualifications" shall include ability to perform the job duties, meet physical requirements of the job, holding required certifications and/or licenses, as well as having positive evaluation, attendance, and discipline records. Calculation of compensation for extended school year programs shall be as detailed in Article XI; Section 1,a,i,1 of this Agreement.

ARTICLE VIII – Leaves

1. Sick Leave

- a. At the beginning of each school year, Employees shall be granted seventy-two (72) hours sick leave per year (seven hours earned per 18 days worked) which may accumulate from year to year up to a maximum of four hundred twenty (420) hours. Twenty-one (21) of the seventy-two (72) hours may be used for personal business each year. Any employee leaving the employ of the Board having used more sick hours than earned will have his/her final pay adjusted accordingly.
- a. Uses - Sick leave may be used for:
 - i. Sickness in the immediate family (spouse, children, parents, grandparents, brother, sister, mother-in-law, father-in-law, step-children and step-parents).
 - ii. Death in the immediate family, up to fifty-six (56) hours per occurrence (as defined above) or when the situation warrants approval of the Superintendent.
 - iii. Terms under which earned sick leave may be used as identified in the Michigan Earned Sick Time Act (ESTA).
 - iv. Other extreme emergencies, if approved by the Superintendent.
- b. The Employer reserves the right to require medical certificates in absence of reasonable evidence of the employee's illness when the absence is in excess of five (5) days or where there is a pattern of absenteeism before compensation will be allowed.
- c. Length of Day
 - i. A full day of sick leave shall be equivalent to seven (7) hours. A one-half (1/2) day of sick leave consists of three (3) hours and thirty (30) minutes.
- d. The Employee shall annually be paid for accumulated sick days in excess of Sixty (60) at Fifty (\$50) per day.
- e. In the event an employee retires from HSISD so as they are eligible for full retirement benefits under the Michigan Public Schools Retirement System, the employee will receive payment for all unused annual days at the current substitute teacher daily rate.

2. Personal Business Days

- a. Prior Notice - Written request for a business day or days shall be received by the employee's immediate supervisor at least twenty-four (24) hours prior to the date

of leave except where an emergency prevents the twenty-four (24) hour written notice.

- b. Purpose - Personal business days shall be considered for such types of business which cannot ordinarily be conducted outside of the normal working day.
- c. Length of Day - Each personal business day shall be equivalent to seven (7) hours. A one-half (1/2) personal business day consists of three (3) hours and thirty (30) minutes.
- d. Personal business days cannot be used the last day prior to or the first day subsequent to a regular school vacation, break or holiday such as Labor Day, Thanksgiving, Christmas, spring break, summer break, Good Friday or Memorial Day. Employees may not request personal business leave for a time when the employee is scheduled for fall or spring conferences.

3. Board Examination

- a. The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of verifying an employee's eligibility for leave under this Article, or to verify an employee's ability to perform their assigned duties safely and satisfactorily. Such examinations may be required only where the Board has a reasonable and sufficient basis for determining such examination to be necessary; that should such examination be required during a workday when the employee has indicated readiness and ability to work, the employee will not be docked pay nor have the time charged against their paid leave; and any such examination shall be at the expense of the Board.

4. Notification of Illness

- a. An employee who knows he/she will be absent due to illness or disability shall make every attempt to notify his/her immediate supervisor or administrative designee of the fact at least one-and-a-half hours prior to the commencement of the school day, but in any case, as in the onset of sudden illness or other emergency, no later than the time of the commencement of the school days.

5. Short Term Leave

- a. The following leaves shall be granted subject to the following conditions:
 - i. Professional Leave. Any full-time employee may be granted paid leave for professional responsibilities which make it necessary for them to be absent during usual working hours. Requests for time and expenses to

provide such an honorary contribution to their professional specialty shall be considered by the Board on the approval of the Administration. Such requests for leave and/or expenses shall be considered on an individual basis and the granting of such privilege to any employee shall in no way obligate the Board to grant similar privileges to any other employee.

- ii. Jury Duty or Court Proceedings. An employee shall be entitled to leave with pay for jury service. In the event an employee qualifies for leave under this section, they shall be entitled to receive as leave pay for the days of authorized absence an amount equal to the employee's pro rata daily pay less the amount received as compensation for witness fees. It shall be the responsibility of the employee to secure a notarized statement from the court clerk verifying the amount of such compensation or fees received, and receipt of leave pay shall be considered upon prior submission of such a statement.

- 1. An employee shall also be entitled to use any leave available when subpoenaed to appear as a material witness in a legal proceeding to which neither the employer nor the SMEA is a part litigant so long as the proceeding is not the result of employee's negligence or misconduct and the employee is not a plaintiff in a proceeding against the District or Board or connected with an unfair labor practice hearing involving the Board and the Association.

- iii. Association Leave

- 1. At the beginning of each school year, the Association shall be credited with six (6) days to be used for Association business. Such days will be used at the discretion of the Association upon the approval of the Association President except that no more than three employees will use these days at any one time. A forty-eight (48) hour advance notice shall be given to the Superintendent by the Association President of the intent to use said days. These leave days shall not be cumulative. The Association shall reimburse the Board on a current basis for those sums paid to the Office of Retirement Services for Association release time per state school aid act.

iv. **Other Leaves**

1. Requests for extended leave other than for illness or disability, jury, funeral, or Association as above must be submitted in writing to the Board or designee. All such requests shall be given a written response in a timely manner.
2. Family and Medical Leave Act. Please refer to the Act itself to determine eligibility. To obtain a copy of the Act or the Board's FMLA policy, contact the Superintendent's Office. Anyone accessing this leave will be required to draw down on accumulated annual sick leave excluding Article VIII; Section 6.a. The ISD uses the fixed twelve (12) month method (fiscal year) for calculating FMLA eligibility. Paid sick leave and FMLA run concurrently.

6. Long Term Leave

- a. Long-term leaves, when granted, shall be without compensation and benefits, except as stated otherwise:
 - i. **Military Leave**
 1. An unpaid leave of absence shall be granted to any employee who is called up to active duty, or is drafted for active military duty, or enlists for active military duty in any branch of the armed forces of the United States or the National Guard or Coast Guard while a call-up of military reserves or a draft is in effect. The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment. Upon honorable separation from active duty, the employee shall be reinstated with full credit on the salary payment plan for the time in service, not to exceed five (5) years, to the first available vacancy for which they are qualified. However, if the duration of the employee's absence shall be less than ninety-one (91) days, the employee shall be entitled to return to their former position upon return from leave. A reemployed employee will not suffer a break in service because of military service.
 - ii. An employee shall have the right to a maternity, paternity or adoption leave immediately following the birth or adoption. The employee may use

accumulated sick leave benefits up to thirty (30) working days during this leave if the employee so desires.

iii. Meritorious Leave

1. An employee may be granted a leave for a period not to exceed one school year for other meritorious reasons upon request subject to the following mandatory conditions:
 - a. The employee must have served their capacity for a minimum of two full calendar years.
 - b. The employee must give a written statement of the reasons and intended purposes of the leave satisfactory to the Board.
 - c. The Board, in its sole discretion, determines that the activities to be pursued during the leave will result in a tangible benefit to the ISD sufficient to justify the employee's absence and the adverse impact of such absence upon the programs and activities of the ISD.
 - d. Leave granted pursuant to this provision shall not be used to pursue other employment and acceptance of other employment by the employee during the term of the leave shall be grounds for disciplinary sanctions up to and including discharge of employment at the sole discretion of the Board. Exceptions may be made to persons seeking to support themselves by accepting employment during this leave by formal written request to the Board.
 - e. Decisions by the Board to either grant or deny leave requests under this provision shall not be subject to this Agreement's grievance procedures and shall establish no precedent or 'past practice' or otherwise obligate the Board to grant any future requests that the Board shall, in its sole discretion, determine to deny such future requests.

7. Return from Leave

- a. An employee returning from a long-term unpaid leave shall be placed in the first available position for which they are certified and for which they are qualified.

- i. Employees on a long-term unpaid leave of absence shall confirm to the Superintendent in writing their intent to return immediately upon expiration of their leave. This written notification must be received by the Superintendent not less than thirty (30) days prior to the expiration date of the leave. Failure by any employee to timely submit such notification will be deemed a resignation, absent written authority by the Superintendent to the contrary.
- ii. Failure to return to active duty immediately upon expiration of a long-term unpaid leave shall be conclusively deemed a resignation, absent an express extension of the leave by the Board.
- iii. A teacher returning from leave shall not lose seniority nor their increment step on the salary payment plan.
- iv. No increment credit shall be earned during an unpaid leave of absence, and no fringe benefits shall be paid by the employer. During an unpaid leave of absence, the employee shall, subject to the terms of the carrier, be permitted to pay their own fringe benefits through the Intermediate Office, but the Board shall have no obligation to continue to pay for such fringe benefits while the employee is on unpaid leave status. However, that the Board may elect to authorize continuation of Board-paid fringe benefits for up to six (6) months of unpaid leave duration, subject to the parties' mutual understanding that any such decision shall not be deemed to establish a "past practice" or "precedent" or to otherwise obligate the Board to extend similar treatment in any future circumstances, either to the same employee or to any other employee. The ISD will arrange for payroll deduction in order that insurance may be paid for before the leave if the leave is planned.
- v. Employees shall have no right or discretion to return from an unpaid leave granted under this Article prior to the expiration date of the leave as originally established by the Board.

ARTICLE IX -- Seniority

1. Seniority is determined by the date hired by the Board. There will be one seniority list maintained on a District-wide basis. This list will be circulated no later than October 1st to all employees. The list will include the date hired. In the event two (2) or more employees have the same length of service within the Board, seniority will go first to the employee who has had the most experience outside the ISD. Should the length of service both inside and outside the ISD be the same, then the employee with the greater number of graduate hours will be granted higher seniority.

ARTICLE X -- Grievance Procedure

1. Definition

- a. A claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this Agreement may be processed as a grievance as hereinafter provided. No claim based in whole on rights emanating from any source outside the express provisions of this Agreement may be processed as a grievance or enforced pursuant to this Agreement.
- b. Written grievances shall:
 - i. Be signed by the grievant(s);
 - ii. Be specific;
 - iii. Contain a synopsis of the facts giving rise to the alleged violation;
 - iv. Cite the section or subsections of the Collective Bargaining Agreement alleged to have been violated;
 - v. Contain the date of the alleged violation; and
 - vi. Specify the relief requested.
- c. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations as set forth in this Article.
- d. The following matters shall not be the basis of any grievance filed under this Article:
 - i. The termination of services or failure to re-employ any employee to an extracurricular activity position.
 - ii. Any claim for which there is another remedial procedure or forum established by law or regulation.
 - iii. An alleged violation of Michigan or federal statutory or regulatory law (including constitutional provisions) is not subject to the grievance process. Instead, the alleged violation may be processed through appropriate agency or judicial enforcement of the law(s) in question.
 - iv. Any matter which is exclusively reserved to management under Article III.

2. Hearing Levels

- a. Information Level
 - i. When a cause for grievance occurs, the affected employee(s) shall within ten (10) days request in writing a meeting with the employee's immediate

supervisor in an effort to resolve the grievance. The request shall comply with this Article and specifically state the nature of the problem and relevant information such as dates, times, and such, as well as Articles of this Agreement that have allegedly been violated. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. In the event of an Association grievance, or a grievance involving more than one supervisor, the grievance shall be processed directly at Formal Level 2 of this Article. In either case, the first written notice to the Administration shall be filed within ten (10) days of the time the alleged violation first occurred or of the time the employee or Association should reasonably have known of the alleged violation. The Administration shall be informed that the discussion may be the first step in the grievance procedure. The Administration shall respond within ten (10) days following the conclusion of the meeting.

b. Formal Level 1

- i. If a grievance is not resolved in a conference between the affected employee(s) and the employee's immediate supervisor, it may be submitted, in writing, within ten (10) days from the response to the meeting between the supervisor and the affected employee(s). A copy of the grievance shall be sent to the Association and to the immediate supervisor. The immediate supervisor shall, within ten (10) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and to the Association.

c. Formal Level 2

- i. If the grievant is not satisfied with the disposition at Level 1 or if no disposition has been made within ten (10) days of receipt of the grievance, the grievant may file an appeal in writing to the Superintendent. Within ten (10) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance, and the Superintendent or designee, within ten (10) days after the conclusion of the meeting, shall render the employee a written decision thereon with copies to the Association and to the grievant(s).

d. Formal Level 3

- i. If the grievant is not satisfied with the disposition of Level 2 or if no decision has been rendered within ten (10) working days after the meeting with the Superintendent or designee, Association may submit the grievance to mediation before a State Mediator. Submission to mediation must be made within twenty (20) days after receipt of the Level 2 disposition. The mediator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the mediator shall not be binding on either party but shall be advisory in nature. The Association and the Board will be responsible for their own personal costs as to witnesses, attorney fees, etc.

e. Formal Level 4

- i. Individual employees shall not have the right to process a grievance at Step 4.
 1. If the Association is not satisfied with the disposition of the grievance at Level 3, it may within twenty (20) days after disposition of the grievance at Level 3 refer the matter to arbitration by serving a written demand to that effect upon the Administration. Within ten (10) days after receipt of the arbitration demand by the Administration (or a longer period, if mutually agreed upon), the designated Administration representative and the Association Representative shall confer for the purpose of identifying a mutually acceptable arbitrator to hear the dispute. If an arbitrator is not selected as a result of such conference, the Association shall, within ten (10) days after the expiration of the above period, file a demand for arbitration with the Michigan Employment Relations Commission for appointment of an arbitrator from a list of at least seven (7) arbitrators residing in Michigan.
 2. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum established in Step 4 is intended to exclusively and finally resolve disputes between the parties over the interpretation or

application of the matters which are specifically covered in this Agreement, and which are not excluded from arbitration.

3. Arbitration is subject to the following limitations:
 - a. At arbitration, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process. Arbitrations shall be conducted at District facilities or via an online platform.
 - b. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
 - c. The arbitrator shall have no authority to consider any claim for which there is another remedial procedure or forum established by law or regulation.
 - d. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until the employee has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that the employee is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
 - e. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time.
 - f. The arbitration proceedings will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
4. The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

3. Miscellaneous Conditions

- a. The term "DAYS" when used in this Article shall be as defined in Article II;
Section 1.a.i. The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- b. Any grievance not initiated within the time limits set forth shall be conclusively deemed permanently waived.
- c. Any grievance not appealed within the time limit set forth shall be considered settled on the basis of the employer's last answer. If any answer to a grievance is not received within the time limit set forth, it may be appealed to the next level, as provided herein.
- d. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder with regard to an action or event occurring prior to said expiration may be processed through the grievance procedure until resolution. No actions or events occurring after expiration of this Agreement may be the basis of a grievance under this Article or this Agreement.
- e. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - i. Any matter involving employee evaluation.
 - ii. Any matter for which there is a remedy or recourse under state or federal statutes or law.
 - iii. Termination of a probationary employee.

ARTICLE XI -- Compensation

1. Salary

- a. Salary Schedule shall be reindexed in 2025 - 2026, increased by 3% in 2026 - 2027, and increased by 3% in 2027 - 2028. Steps will be awarded each year. see (Appendix A).
 - i. The salary payment plan is based upon the regular school calendar and the normal duty assignment as defined in this Agreement. For assignments in excess of the regular school calendar employees will be compensated at a continuation of their individual equivalent rate, which shall be computed in the following manner:
 1. Teacher's Contracted Annual Salary Calculation
 - a. Daily Rate: Teacher annual contracted Salary divided by number of assigned days = Daily Rate
 - b. Hourly Rate: Daily Rate divided by contracted hours in a day = Hourly Rate
 2. Employees working less days or hours per day compared to the regular school calendar shall have their pay reduced by means of the same method of computation.
 - ii. Employees must elect in writing not later than the second workday of each school year to receive their pay in one of the following options:
 1. Twenty-Six (26) substantially equal installments, spread over twelve months
 2. Twenty-Two (22) substantially equal installments, spread over approximately ten months
 3. Twenty-Six (26) substantially equal installments, with an option to receive a lump sum payment at the end of the school year.
 - a. In years with twenty-seven (27) pays, the Superintendent or designee shall notify the SMEA President of this anomaly. This election shall be irrevocable for the duration of each school year.
 - iii. Academic or Certification Advancement. Academic or certification advancement on the salary payment plan shall be made at the beginning of the next academic year or with the first pay period in January both following successful completion of requirements and presentation of

proper documentation of the same to the Office of the Superintendent. Advancement will be made based upon completion of appropriate postgraduate credit from an accredited college or university.

- iv. Mentorship/Colleague supervision for certification of new employees is valued by Heritage Southwest ISD. To support this activity and encourage experienced staff to engage in this activity, the Board offers a stipend per the table included in Appendix B that will be paid out in three (3) installments (Winter Break, Spring Break, and end of year).

2. Automobile Travel Reimbursement

- a. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance in the amount equivalent to that allowed by the Internal Revenue Service. The same allowance shall be given for use of personal cars for field trips or other business if required by the Board as dictated by Federal income tax regulations.

3. Insurance Benefits

- a. The Board shall provide medical insurance for all employees.
 - i. The Board shall provide coverage by an insurance carrier determined collectively by the Board and the SMEA..

4. Health Care Premium Costs

- a. Full-time employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article.
- b. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage ("the plan") for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the selected insurance plan(s) in a combined monthly amount not to exceed the total monthly amounts allowed under PA 152 per eligible Employee.
- c. The Board's total contribution shall be paid toward premium costs and other costs but shall not exceed the above amounts. Any cost greater than the Board's contribution inclusive of deductibles, payments into health reimbursement accounts used or health care costs, or health insurance related taxes, fees or assessments shall be paid by the employee by payroll deduction. The monthly contributions are subject to change pursuant to Public Act 152 of 2011 (PA 152).

The Board shall confer with the Association regarding changes to the contributions.

- d. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the employee and shall be payroll deducted, when payroll does not cover the deduction, paid directly by the individual employee. To the extent allowable by law or regulation, the employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make a Health Care deduction of any amounts due from the employee's wages above the Board's hard cap and shall be held harmless from any liability arising from the deduction.
- e. Employees who have access to another employee's Board funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance but have dependents of their own. Those individuals may take the Board funded insurance.
- f. Unless otherwise noted within this Agreement, or as required by law or regulation, employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days. (COBRA)
- g. Employees may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- h. The Board shall not be required to remit premiums for any insurance coverage on behalf of an employee if enrollment or coverage is denied by the insurance underwriter, carrier, policy holder or third-party administrator.
- i. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policy holder, or third-party administrator shall be controlling as to all

matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The employee is responsible for completing all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation, or Public Act 54 of 2011).

- j. Changes in family status shall be reported by the employee to the Board within thirty (30) days of such change. The employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this section, and the Board is specifically authorized to deduct any such amounts from future wages.
- k. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible employees shall receive insurance on the first day of their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions but must participate in all other insurance products chosen by the Association at the employee's sole expense if full unit participation is required by the insurance carrier. An employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week for the ISD).
- l. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year. The Board shall be the policyholder.
- m. Employees who are regularly assigned to work less than 30 hours per week shall not be eligible for any Board paid health benefits.

5. Cash in Lieu

- a. Employees not electing health insurance coverage shall receive \$225 per pay (assumes 26 payments for a \$5850 annual total) in benefits. Employees choosing \$225 per pay in benefits must sign a waiver that they have health

insurance coverage under another plan. All cash in lieu payments are conditional upon: (1) the 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 PPACA.

6. Dental Benefits

- a. The dental benefit plan is subject to change as communicated by the Agency. The Board shall pay 100% of the full family subscriber rate for all Employees.

7. Vision Benefits

- a. The vision benefit plan is subject to change as communicated by the Agency. The Board shall pay 100% of the full family subscriber rate for all Employees.

8. Term Life Insurance

- a. Employees are eligible for a \$15,000 term life insurance policy paid by the Agency, subject to carrier terms.

9. Long Term Disability

- a. Employees, who work at least 30 hours per week on a regularly scheduled basis, receive a long-term disability (LTD) benefit with a premium fully paid by the Board. The LTD plan replaces 60% of the monthly income loss, subject to plan limitations and exclusions. Benefit payments will be reduced by other income received or eligible to be received in accordance with the plan documents. Employees must be disabled for 60 calendar days before benefits may be payable.

ARTICLE XII – Negotiations

1. Renegotiation

- a. Upon mutual agreement, any provision of this Agreement may be reopened at any time for negotiations at the request of either party.

2. Replacement Provision

- a. If any provision of this Agreement shall be found to be contrary to existing state or federal statutes, a replacement provision shall be negotiated upon the request of either party.

3. Rules

- a. Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.

4. Negotiators

- a. Neither party shall have any control over the selection of the negotiating representatives from within or outside the ISD. However, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until it has been approved by both parties and ratified by the Board.

5. Notices

- a. Any notice given pursuant to this Agreement shall be deemed to have been received five (5) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

- i. Office of the Superintendent
Heritage Southwest Intermediate School District
61682 Dailey Road
Cassopolis, Michigan 49031

President, Heritage Southwest Intermediate Education Association
Heritage Southwest Intermediate School District
61682 Dailey Road
Cassopolis, Michigan 49031
Southwestern Michigan Education Association
P.O. Box 229
Berrien Springs, MI 49103

ARTICLE XIII – General Provisions

1. Contract Representatives

- a. Each party shall designate in writing the name of its authorized representative to administer this Agreement.

2. Substantial Changes in Working Conditions

- a. Should the Board anticipate that substantial changes in the working conditions will become necessary, including but not limited to policy changes, building transfers or overhauls, layoffs, program changes, etc., it will consult with a committee of the Association, appointed by the Association President, seeking input and suggestions.

3. Nondiscrimination

- a. Each of the parties agree that the provisions of this Agreement shall be applied uniformly, and all benefits and privileges accorded under this Agreement shall be administered to all employees in a fair and equal manner.

4. Entire Agreement Clause

- a. This Agreement supersedes and cancels all previous Agreements between the Board and the SMEA.

5. Emergency Manager

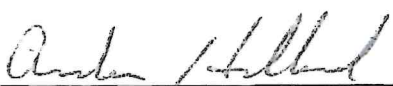
- a. If an emergency manager is appointed by the State under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 et seq, as amended, the emergency manager may reject, modify, or terminate this Agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XIV – Duration of Agreement

1. This Agreement shall be effective July 1st, 2025 and shall continue in effect until June 30, 2028. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date.
2. Upon expiration of this Agreement, the Board shall have no liability for any increase in costs, including but not limited to steps, column changes, longevity increases, health, dental, vision and LTD increases until such increases, if any, are subject for ratification of a successor agreement by both parties. No economic increases shall be retroactive.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Representatives.

HERITAGE SOUTHWEST INTERMEDIATE
SCHOOL DISTRICT BOARD OF EDUCATION


Board President

Superintendent
6/25/25
Date

SOUTHWESTERN MICHIGAN EDUCATION
ASSOCIATION/MEA

 UniServ Director
Bryant C Warren (Jul 8, 2025 10:22 CDT)
Brandy Meiser
SMEA President
6/27/2025
Date

Appendix A

2025 - 2026

	BA	BA +18 Graduate Hours	MA or BA + 30 Graduate Hours	MA with 45 Graduate Hours	MA with 60 Graduate Hours	90 Graduate Hours
1	\$48,150	\$49,595	\$51,039	\$52,484	\$53,687	\$54,891
2	\$50,076	\$51,521	\$52,965	\$54,410	\$55,734	\$57,058
3	\$52,002	\$53,447	\$54,891	\$56,336	\$57,780	\$59,225
4	\$53,928	\$55,373	\$56,817	\$58,262	\$59,826	\$61,391
5	\$55,854	\$57,299	\$58,743	\$60,188	\$61,873	\$63,558
6	\$57,780	\$59,225	\$60,669	\$62,114	\$63,919	\$65,725
7	\$59,706	\$61,151	\$62,595	\$64,040	\$65,966	\$67,892
8	\$61,632	\$63,077	\$64,521	\$65,966	\$68,012	\$70,058
9	\$63,558	\$65,003	\$66,447	\$67,892	\$70,058	\$72,225
10	\$65,484	\$66,929	\$68,373	\$69,818	\$72,105	\$74,392
11	\$67,410	\$68,855	\$70,299	\$71,744	\$74,151	\$76,559
12	\$69,336	\$70,781	\$72,225	\$73,670	\$76,197	\$78,725
13	\$71,262	\$72,707	\$74,151	\$75,596	\$78,244	\$80,892
14	\$73,188	\$74,633	\$76,077	\$77,522	\$80,290	\$83,059
15	\$75,114	\$76,559	\$78,003	\$79,448	\$82,337	\$85,226
16	\$77,040	\$78,485	\$79,929	\$81,374	\$84,383	\$87,392
17	\$78,966	\$80,411	\$81,855	\$83,300	\$86,429	\$89,559
20-24	+\$1,000 \$79,966	+\$1,100 \$81,511	+\$1,200 \$83,055	+\$1,300 \$84,600	+\$1,400 \$87,829	+\$1,500 \$91,059
25-29	+\$1,500 \$80,466	+\$1,600 \$82,011	+\$1,700 \$83,555	+\$1,800 \$85,100	+\$1,900 \$88,329	+\$2,000 \$91,559
30 +	+\$2,000 \$80,966	+\$2,100 \$82,511	+\$2,200 \$84,055	+\$2,300 \$85,600	+\$2,400 \$88,829	+\$2,500 \$92,059

Steps 20-24, 25-29, and 30 + are set dollar amounts added to step 17.

2026 - 2027

	BA	BA +18 Graduate Hours	MA or BA + 30 Graduate Hours	MA with 45 Graduate Hours	MA with 60 Graduate Hours	90 Graduate Hours
1	\$49,595	\$51,083	\$52,571	\$54,059	\$55,298	\$56,538
2	\$51,579	\$53,067	\$54,555	\$56,042	\$57,406	\$58,770
3	\$53,563	\$55,050	\$56,538	\$58,026	\$59,514	\$61,002
4	\$55,546	\$57,034	\$58,522	\$60,010	\$61,622	\$63,234
5	\$57,530	\$59,018	\$60,506	\$61,994	\$63,730	\$65,465
6	\$59,514	\$61,002	\$62,490	\$63,978	\$65,837	\$67,697
7	\$61,498	\$62,986	\$64,474	\$65,961	\$67,945	\$69,929
8	\$63,482	\$64,969	\$66,457	\$67,945	\$70,053	\$72,161
9	\$65,465	\$66,953	\$68,441	\$69,929	\$72,161	\$74,393
10	\$67,449	\$68,937	\$70,425	\$71,913	\$74,269	\$76,624
11	\$69,433	\$70,921	\$72,409	\$73,897	\$76,376	\$78,856
12	\$71,417	\$72,905	\$74,393	\$75,880	\$78,484	\$81,088
13	\$73,401	\$74,888	\$76,376	\$77,864	\$80,592	\$83,320
14	\$75,384	\$76,872	\$78,360	\$79,848	\$82,700	\$85,551
15	\$77,368	\$78,856	\$80,344	\$81,832	\$84,807	\$87,783
16	\$79,352	\$80,840	\$82,328	\$83,816	\$86,915	\$90,015
17	\$81,336	\$82,824	\$84,312	\$85,799	\$89,023	\$92,247
20-24	+\$1,000 \$82,336	+\$1,100 \$83,924	+\$1,200 \$85,512	+\$1,300 \$87,099	+\$1,400 \$90,423	+\$1,500 \$93,747
25-29	+\$1,500 \$82,836	+\$1,600 \$84,424	+\$1,700 \$86,012	+\$1,800 \$87,599	+\$1,900 \$90,923	+\$2,000 \$94,247
30 +	+\$2,000 \$83,336	+\$2,100 \$84,924	+\$2,200 \$86,512	+\$2,300 \$88,099	+\$2,400 \$91,423	+\$2,500 \$94,747

Steps 20-24, 25-29, and 30 + are set dollar amounts added to step 17.

2027 - 2028

	BA	BA +18 Graduate Hours	MA or BA + 30 Graduate Hours	MA with 45 Graduate Hours	MA with 60 Graduate Hours	90 Graduate Hours
1	\$51,083	\$52,615	\$54,148	\$55,680	\$56,958	\$58,235
2	\$53,126	\$54,659	\$56,191	\$57,724	\$59,129	\$60,533
3	\$55,170	\$56,702	\$58,235	\$59,767	\$61,300	\$62,832
4	\$57,213	\$58,745	\$60,278	\$61,810	\$63,471	\$65,131
5	\$59,256	\$60,789	\$62,321	\$63,854	\$65,642	\$67,430
6	\$61,300	\$62,832	\$64,365	\$65,897	\$67,813	\$69,728
7	\$63,343	\$64,875	\$66,408	\$67,940	\$69,984	\$72,027
8	\$65,386	\$66,919	\$68,451	\$69,984	\$72,155	\$74,326
9	\$67,430	\$68,962	\$70,495	\$72,027	\$74,326	\$76,625
10	\$69,473	\$71,005	\$72,538	\$74,070	\$76,497	\$78,923
11	\$71,516	\$73,049	\$74,581	\$76,114	\$78,668	\$81,222
12	\$73,560	\$75,092	\$76,625	\$78,157	\$80,839	\$83,521
13	\$75,603	\$77,135	\$78,668	\$80,200	\$83,010	\$85,819
14	\$77,646	\$79,179	\$80,711	\$82,244	\$85,181	\$88,118
15	\$79,689	\$81,222	\$82,754	\$84,287	\$87,352	\$90,417
16	\$81,733	\$83,265	\$84,798	\$86,330	\$89,523	\$92,716
17	\$83,776	\$85,309	\$86,841	\$88,374	\$91,694	\$95,014
20-24	+\$1,000 \$84,776	+\$1,100 \$86,409	+\$1,200 \$88,041	+\$1,300 \$89,674	+\$1,400 \$93,094	+\$1,500 \$96,514
25-29	+\$1,500 \$85,276	+\$1,600 \$86,909	+\$1,700 \$88,541	+\$1,800 \$90,174	+\$1,900 \$93,594	+\$2,000 \$97,014
30 +	+\$2,000 \$85,776	+\$2,100 \$87,409	+\$2,200 \$89,041	+\$2,300 \$90,674	+\$2,400 \$94,094	+\$2,500 \$97,514

Steps 20-24, 25-29, and 30 + are set dollar amounts added to step 17.

Appendix B

The Board understands the importance of mentoring newly hired employees. Many are willing to take on this additional responsibility to give back to their profession and to their colleagues. It is the intention of the Board to encourage this activity.

72 Hour	36 hour	24 hour	Up to 16 hours
NASP	New Teachers=app. 1 hour per week	2nd Year Teacher	3rd Year Teacher
School Psych's hired during their internship year	SLP supervision for therapists completing their CFY year - req 1 year split into 3 parts - 3 hours direct and 3 hours indirect required in each part totaling 36 hours	PTA Supervision	Teacher that is new to the ISD with previous tenure and some time in special education
	SSW's working on their professional school license (have 310 form) req 4 hours per month until they have completed 4,000 hours of time working in their profession		Teacher on a long term sub permit or an approval with special education experience
			• OT/PT that is new to the ISD • SLP with CFY completed • Psych with completed internship • Fully licensed School Social Worker with an MDE approval
\$3,000	\$1,500	\$1,000	\$850 Stipend will be prorated for staff that require less than 16 hours