

AGREEMENT BETWEEN  
THE INGHAM INTERMEDIATE SCHOOL DISTRICT  
AND  
THE INGHAM INTERMEDIATE PROFESSIONAL  
STAFF ASSOCIATION

2020-2021


This Agreement has been approved by the  
Ingham Intermediate School District  
and the Ingham Intermediate Professional Staff Association

FOR THE DISTRICT:

  
\_\_\_\_\_  
Superintendent

Date: 10/6/2020

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
President

Date: 9/24/20

  
\_\_\_\_\_  
Secretary

Date: 9-23-2020

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## **AGREEMENT**

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as a representative of its employees with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties following extended, deliberate and professional negotiations have reached certain understandings which they desire to memorialize and reduce to writing.

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

This Agreement is entered into on this 5th day of May, 2020 except as otherwise stated, effective July 1, 2020, by and between the Board of Education of the Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter called the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter called the "Association."

# ARTICLE 1

## RECOGNITION

**SECTION 1. INCLUDED EMPLOYEES.** The Board recognizes the Ingham Intermediate Professional Staff Association as exclusive bargaining representative pursuant to Act 379, Public Acts of 1965, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all professional personnel under contract with Ingham Intermediate School District including but not limited to the following classifications of employees:

**(Classification 1-150)**

1. Audiologist
2. Clinician, Secondary Learning Center
3. Consultant, Assistive Technology
4. Consultant, Behavior Management
5. Consultant, Transition, Special Education<sup>1</sup>
6. Coordinator, Early On Services
7. Coordinator, Special Olympics
8. Counselor, WTC
9. Instructor, Applied Academics/Math and Employability Skills, WTC
10. Instructor, Applied Academics/Math, WTC
11. Instructor, Auto Technology, WTC
12. Instructor, Bioscience, WTC
13. Instructor, Business and Risk Management, WTC
14. Instructor, CAHEP, WTC
15. Instructor, Collision Repair Technology, WTC
16. Instructor, Computer-Aided Drafting (CAD) & Design, WTC
17. Instructor, Construction Trades, WTC
18. Instructor, Cosmetology, WTC
19. Instructor, Custodial Services/Career Start, WTC
20. Instructor, Cybersecurity and Digital Forensics, WTC
21. Instructor, Early Childhood, WTC
22. Instructor, Electronics, WTC
23. Instructor, Engineering, WTC
24. Instructor, Health Foundations, WTC
25. Instructor, Health Occupations WTC
26. Instructor, Culinary Arts, WTC
27. Instructor, Information Technology, WTC
28. Instructor, LAMP Program, WTC
29. Instructor, Law Enforcement, WTC
30. Instructor, Precision Machining, WTC
31. Instructor, Marketing and Management, WTC

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<sup>1</sup> Highlights represent positions whose employment is believed to be subject to the Tenure Act.

32. Instructor, Histotechnology, WTC
33. Instructor, Medical Technology Careers, WTC
34. Instructor, Programming and Mobile Applications, WTC
35. Instructor, Project Lead the Way/STEM, WTC
36. Instructor, New Media, WTC
37. Instructor, Secretarial/Clerical, WTC
38. Instructor, Trades and Industry, WTC
39. Instructor, Welding Technology, WTC
40. Instructor, Project Search
41. Mental Health Specialist
42. Occupational Therapist
43. Occupational Therapist, Early Childhood
44. Physical Therapist
45. Physical Therapist, Early Childhood
46. Program Specialist, Special Education, Heartwood School
47. Program Specialist, Special Education, Emotionally Impaired Programs
48. School Nurse, Heartwood School
49. School Psychologist
50. School Social Worker
51. Specialist, Career Planning
52. Specialist, Career Planning and Placement
53. Specialist, Health Occupations
54. Specialist, Instructional Support, WTC
55. Specialist, Enrollment, RtI and Transition
56. Specialist, Orientation and Mobility
57. Specialist, Recruitment & Training (JTPA)
58. Speech Pathologist
59. Teacher Consultant, WTC
60. Teacher Consultant, Deaf and Hard of Hearing
61. Teacher Consultant, Low Incidence Students
62. Teacher Consultant, Special Education
63. Teacher Consultant, Students with Autism Spectrum Disorder
64. Teacher Consultant, Visually Impaired
65. Teacher, Adaptive Physical Education
66. Teacher, Deaf and Hard of Hearing
67. Teacher, Early Childhood
68. Teacher, Early Childhood Special Education
69. Teacher, Early Childhood Special Education Classroom Based
70. Teacher, Emotionally Impaired
71. Teacher, Ingham Academy
72. Teacher, Physical Education
73. Teacher, Special Education
74. Teacher, Special Education, MOCI, HWS
75. Teacher, Special Education, SMI, HWS
76. Teacher, Special Education, SXI, HWS
77. Teacher, Special Education, TMI, HWS



- 78. Teacher Specialist, Deaf and Hard of Hearing
- 79. Teacher Specialist, Early Childhood Special Education
- 80. Teacher Specialist, Visually Impaired
- 81. Teacher, Speech & Language Impaired/Speech & Language Pathologist
- 82. Teacher, Speech & Language Impaired/Speech & Language Pathologist, Early Childhood
- 83. Teacher, Speech & Language Impaired/Speech & Language Pathologist, HWS
- 84.. Teacher, Students with Autism Spectrum Disorder

**(Classification 151 and above)**

- 151. Accountant, Business Office and CSTE
- 152. Accountant, Business Office and Business Services
- 153. Analyst, Application Support
- 154. Analyst, Senior Systems and Development
- 155. Analyst, Network
- 156. Analyst, Special Education Finance
- 157. Analyst, System
- 158. Assistant, Occupational Therapy
- 159. Assistant, Physical Therapy
- 160. Assistant School Nurse, Heartwood
- 161. Auditor, Pupil Accounting/Attendance Officer
- 162. Auditor, Pupil Accounting/Attendance Officer and Accountant
- 163. Consultant, Academic
- 164. Consultant, Literacy Pre-K-12
- 165. Consultant, Literacy K-12
- 166. Coordinator, Career Assessment and Transition
- 167. Coordinator, Cooperative Acquisitions
- 168. Coordinator, Curriculum and Coach
- 169. Database and Applications Analyst
- 170. Desktop Engineer
- 171. Early Childhood Consultant
- 172. Early Interventionist
- 173. Great Start Collaborative Co-Coordinator and GSRP Specialist
- 174. Initial Service Coordinator, Early On
- 175. Instruction and Technology Coach
- 176. Instructor, Applied Academics, English Language Arts
- 177. K-12 Literacy Consultant and Strategic Coach
- 178. K-12 Math and Science Consultant and Strategic Coach
- 179. Lead Consultant, Positive Behavior Intervention Implementation and Support
- 180. MIBLISI Content Specialist
- 181. MIBLSI Equity Specialist
- 182. MIBLISI Technical Assistance Partner
- 183. MTSS Consultant
- 184. MTSS Implementer/Early Childhood School Psychologist
- 185. Network Engineer
- 186. Parent Educator, GPGS

- 187. Payroll and Benefits Analyst
- 188. Playgroup Specialist, Early On
- 189. Research and Instructional Data Consultant
- 190. School Improvement Facilitator & PBIS Consultant
- 191. Senior Accountant, Business Services and Business Office
- 192. Senior Accountant, Grants
- 193. Specialist, Application and Technical Support
- 194. Specialist, Automotive Technology
- 195. Specialist, Communication
- 196. Specialist, Data Services
- 197. Specialist, Data Systems and Analysis
- 198. Specialist, Developer/Database
- 199. Specialist, Developer/Business Intelligence
- 200. Specialist, Early Childhood
- 201. Specialist, Health Sciences
- 202. Specialist, Instructional Data
- 203. Specialist, Network Security
- 204. Specialist, Technical Support
- 205. STEM Consultant
- 206. Technical Assistance Provider
- 207. Technician, Behavior
- 208. Transition Coordinator and Consultant
- 209. Work-Based Learning Coordinator

**SECTION 2. EXCLUDED EMPLOYEES.** All supervisory or managerial personnel including, but not limited to, the Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, Supervisors/Foremen, Managers and all non-professionals and all others.

**SECTION 3. EXCLUSIVE REPRESENTATIVE.** The Board agrees not to negotiate with any employee organization for this bargaining unit other than the Association for the duration of this Agreement.

The Office of Human Resources, at the time of hire, rehire, reinstatement or transfer of an employee into the bargaining unit, shall apprise the Secretary and Treasurer of this event via email and allow an IIPSA representative reasonable release time to meet with the employee.

**SECTION 4. MAINTENANCE OF RIGHTS.** Nothing contained herein shall be construed to deny or restrict any employee, the Association, or the Board, rights each may have under the laws of the State of Michigan or the United States, or the Constitutions of Michigan and the United States.

**SECTION 5. UNIT LEADERS/COORDINATORS.** Special Education Unit Leaders shall be selected from employees in the bargaining unit who have exhibited leadership ability, with consideration for their experience and degree attainment. The selection of Special Education Unit Leaders will be made by a recommendation by the appropriate program supervisor in conjunction

with the Assistant Superintendent of Human Resources and/or Deputy Superintendent. The Board will inform the IIPSA President with an explanation of why the individual was selected.

The Special Education Unit Leaders shall be appointed on an annual basis and shall receive One Thousand (\$1,000.00) Dollars per year additional remuneration for added coordination duties in addition to their professional job descriptions. They are expected to work a minimum of one (1) additional hour per week. No Special Education Leader will evaluate or supervise any bargaining unit professionals. Upon the request of any unit member, evaluation input by the Special Education Unit Leaders may be submitted for consideration.

Coordinators are those employees whose job description includes coordination duties. No Coordinator will evaluate or supervise any bargaining unit member. Upon the request of any unit member, evaluation input by a Coordinator may be submitted for consideration.

The parties agree that the Coordinator and Unit Leaders are not supervisory employees as defined by the National Labor Relations Act or the Michigan Employment Relations Commission.

**SECTION 6. INDIVIDUAL CONTRACTS.** Any individual contract executed between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling, however, it is understood that nothing within this Agreement shall control any of the prohibited subjects within section 15 of PERA. The Association shall have the right to review and copy all contracts executed between the Board and an individual employee.

**SECTION 7. BARGAINING UNIT WORK.** Supervisory, managerial or executive personnel shall not do bargaining unit work except in emergencies and for purposes of demonstration, training of teachers, experimental and research projects.

**SECTION 8. 2011 PUBLIC ACT COMPLIANCE.** For purposes of compliance with Public Acts 100-103, as applicable, bargaining unit members working in classifications 5, 8-32, 38 and 51-71, inclusive, are public employees whose terms and conditions of employment are subject to the Michigan Teachers Tenure Act. Collectively, they are hereinafter referred to as "Teachers". The remainder of the bargaining unit are public employees whose terms and conditions of employment are not subject to the Michigan Teachers' Tenure Act; they are collectively hereinafter referred to as "non-teaching professional staff (NTPS)."

## **ARTICLE 2**

### **DURATION**

This Agreement shall be effective as of July 1, 2020 and shall continue in effect until the 30th day of June, 2021. If an Agreement on the renewal or modification is not reached prior to the expiration date, then the Articles or Sections shall expire, if the law permits such expiration, and shall not be extended except by mutual written agreement between the parties.

## ARTICLE 3

### NEGOTIATION PROCEDURES

**SECTION 1. BEGINNING DATE.** At least by January 15 of the year of expiration of this Agreement, the Association and the Board will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.

If a successor agreement is not reached by 45 days prior to contract expiration, five (5) non-consecutive days of intensive bargaining will be scheduled at an off-site location, like the DeWitt Retreat Center.

**SECTION 2. NEGOTIATING REPRESENTATIVES.** Neither the Association nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership at large of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

#### **SECTION 3. SPECIAL CONFERENCES/AMENDMENTS TO AGREEMENT.**

- A. A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- B. Special conferences on important matters shall be arranged between the Association President and the Superintendent upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance, whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Every effort will be made to have present at the meeting those individuals who have responsibility or are involved in the area to be discussed.
- C. Upon receipt of a request for a special conference, the parties shall meet within five (5) days thereafter.
- D. At the time of the special conference, the parties will mutually agree to appoint an official note taker and distribution of the official notes of the special conference shall be accomplished within two (2) days following the special conference to all in attendance at the special conference.

- E. Special conferences will be held upon the call of either party within five (5) days of the request.
- F. Special conferences are not intended to bypass any step of the grievance procedure.
- G. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. Either party may express in writing the desire to change any part of the contract. The respondent shall set up a meeting to resolve the issue or reply in writing stating the rationale for the denial of reopening discussions.

**ARTICLE 4**  
**ASSOCIATION SECURITY**

**SECTION 1. MEMBERSHIP.** Employees covered by this professional agreement may or may not continue membership in the Association for the duration of this professional agreement.

**SECTION 2. PAYROLL DEDUCTIONS.** The Board agrees to make the following payroll deductions for the professional staff:

- A. Tax Sheltered Annuities as registered with the Payroll Office. Employees may arrange for a portion of their pay to be withheld to pay the premium on tax sheltered annuities. A limited number of companies are authorized to have their premiums withheld on a payroll deduction basis. Those interested may obtain more information from the Payroll Office.
- B. United Fund contributions.
- C. Direct deposit of pay to any financial institution that participates in the federal automated clearing-house (ACH) system.
- D. Prorated premiums of Board approved fringe benefits for partial payment contributed by an employee.
- E. IRS Section 125 Flexible Spending Plan allowances.
  - 1. Medical and hospitalization expense reimbursement
  - 2. Dependent care reimbursement programs
  - 3. Health care premiums reimbursement
- F. Any deduction pursuant to this section will be made only after written authorization by the employee for the deduction, and when such authorization is submitted to the employer.
- G. Deductions associated with the Michigan Public School Employees Retirement System.
- H. Internal Revenue Code (IRC) 457 Savings Plan. The contribution level and other legal mandates will be explained to staff through a meeting and written communication.

## ARTICLE 5

### HEALTH AND SAFETY

**SECTION 1. CONDITION OF EMPLOYMENT.** Proof of freedom from communicable tuberculosis shall be presented to the District by each full-time and part-time employee as a condition of initial employment, and every third year thereafter, or otherwise required, in compliance with applicable State regulations. The statement of proof shall be the responsibility of the employee, and shall be presented to the District no less than fourteen (14) calendar days after the beginning of the school year, or initial employment. Failure to provide such a statement shall result in automatic ineligibility of employment until this requirement is fulfilled. Employees will be notified when a T.B. test renewal is required.

**SECTION 2. TUBERCULIN TESTS.** A Tuberculin skin test shall be administered every three (3) years at a place and time as arranged by the Board and at no expense to Bargaining Unit Members who have worked for the Board two (2) or more years. Bargaining Unit Members shall have the option of securing the test or X-ray elsewhere at their own expense prior to the opening of school. All Bargaining Unit Members not able to take the skin test or those with positive Tuberculin skin tests shall have X-rays immediately at a place and time designated by the Board and at Board expense.

**SECTION 3. HEPATITIS B.** The Board will provide Hepatitis B vaccinations, to all employees who provide a signed and written physician's approval to have the immunizations. The District will provide the immunization at no cost to the employee.

An information sheet and request form for the immunization is available through the Human Resources Office.

**SECTION 4. MEDICAL CARE PURSUANT TO WORKERS' COMPENSATION.** The Board shall furnish all medical care required of the Workers' Compensation Act. The Board will assist its employees concerning injuries arising out of the course of employment. A copy of the Board written procedure will be made available to all IIPSA members and copies will be kept in the offices of all school buildings.

**SECTION 5. ON POLICY.** The Ingham Intermediate School District will develop a procedure which will permit professional staff members an opportunity for input in proposing, developing, reviewing and recommending practices, policies and procedures which impact upon health and safety in the work environment. To this end, the Board assigns the following duties to the Assistant Superintendent for Human Resources:



Any new or amended health or safety related policy which is brought forward to the Board Policy Committee also will be distributed to the following groups either before or at the same time:

1. IIPSA President; and
2. IIPSA staff through their administrator.

The purpose of this procedure is to allow the professional staff time to review and suggest changes to the policy before the said policy is taken to the Board for final action.

All professional staff members shall have the right to recommend new policies or amendments to current policies. Such recommendations should be directed to the member's immediate supervisor or the Assistant Superintendent of Human Resources.

If IIPSA is denied access for input into new or amended health and safety policies affecting its members' working environment, such denial will be grievable up to Step 3 of the grievance procedure. The grievance shall commence at Step 1 or Step 2, whichever is applicable.

**SECTION 6. TRAINING/SUPPLIES.** Designated employees will be provided annual bloodborne pathogen training, including universal precaution training, and the District will make available appropriate supplies in accordance with the applicable law.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**SECTION 1. DEFINITION OF GRIEVANCE.** A claim by an employee, group of employees or the Ingham Intermediate Professional Staff Association through its President, or designated representative from the Association, that there has been a violation, misinterpretation, or misapplication of the written terms of this Agreement may be processed as a grievance as hereinafter provided. The term grievant shall be used hereinafter to mean either an employee, group of employees, or the Association.

A potential grievant shall first review this Agreement to determine whether there is a grievable situation. Notification, verbally or in writing as herein described, shall be made to the administrative personnel involved by using forms provided by the District.

**SECTION 2. PURPOSE OF PROCEDURE.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

**SECTION 3. ASSOCIATION INVOLVEMENT IN GRIEVANCES.**

- A. There shall be an IIPSA President and four IIPSA Vice Presidents who shall be recognized as official representatives for the Association in grievance procedures. The names of such representatives of the Association shall be furnished in writing to the Superintendent at the beginning of each school year. No such representative shall act on behalf of the Association until the Superintendent has been advised of his/her designation in writing. Any changes in such representatives shall be reported in writing to the Superintendent.
- B. In the event that a member of the grievance committee is a party in interest to any grievance, he/she shall disqualify himself/herself unless the Association as a whole is involved in a grievance.
- C. Any individual employee at any time may file and process a grievance up to Step 2, excluding arbitration, and have the grievance adjusted without the intervention of the Association or its representative, if the adjustment is not inconsistent with the terms of the agreement and provided that the Association or its representatives have been given an opportunity to be present at such adjustment.

- D. Grievances filed as group grievance or Association grievance may, with the agreement of both parties, be initiated at Step 2 of the grievance procedure.

**SECTION 4. GENERAL CONDITIONS.** No employee shall be denied the protection of this Agreement nor shall he/she be subject to any disciplinary or discriminatory action solely as the result of submitting a grievance as provided for in this section.

- A. The number of days indicated at each step are working days excluding vacation periods, scheduled conferences and/or personal vacations, illness, or any other previously scheduled conflicts or emergencies involving parties to the grievance procedure. These time limits should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent, in writing, by the involved parties.
- B. The failure of the grievant to proceed from one step of the grievance procedure to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- C. The failure of an administrator to communicate his/her decision to the grievant within the specified time limits shall permit the grievant and/or Association to proceed to the next step in the grievance procedure.
- D. A written statement of grievance shall contain the following information:
  - 1. It shall be signed by the grievant(s) unless the Association President or his/her designated representative has the written permission of the grievant(s) to file the grievance on the employee's behalf.
  - 2. It shall contain a synopsis of the facts giving rise to the alleged violation as known to the grievant at that time.
  - 3. It shall cite that section or subsection of this Agreement alleged to have been violated.
  - 4. It shall contain the date of the alleged violation.

5. It shall specify the relief requested.
  6. The written statement of grievance shall set forth the issues of the grievance and the specific allegation(s) shall not be altered in any way during the grievance procedure except with the mutual consent of the Association and/or the grievant and the Board.
  7. If new information is discovered that would lead to a different allegation, such allegation may be filed as a separate grievance unless otherwise agreed to in subsection 6 above.
- E. No documents, communication, or records of a grievance shall be filed in the personnel files of the participants. This does not include documents, communications or records which may have preceded or led to a grievance, including but not limited to evaluation, reprimand or discipline. However, if, as a result of a resolution of a grievance it is determined that certain materials are to be eliminated from the employee's personnel file, they will be removed.

**SECTION 5. GRIEVANCE PROCEDURE.** An employee, group of employees or the Association shall hereinafter be referred to as "grievant" for purposes of the procedure hereinafter set forth:

**A. STEP ONE**

A grievant having a grievance shall, within fourteen (14) days after the grievance becomes known, or reasonably should have become known, submit a written grievance to the grievant's immediate supervisor, if the grievant is an individual. If the Association itself is the grievant, the Association shall commence the procedure at Step One, unless Section 3(D) is applicable. If an employee presents a grievance, at the employee's option, he/she may request the presence of a representative of the grievance committee identified in Section 3(A) of this Article, at such Step One meeting.

Within five (5) days after receipt of the written grievance, the supervisor will discuss the grievance with his/her unit/program cabinet member and will attempt to resolve the grievance within the said five (5) day period by holding a meeting with the grievant and his/her representative. Within five (5) days after the meeting, the supervisor will render his/her decision in writing, sending a copy to the unit/program cabinet member, the grievant and the Association President.

**B. STEP TWO**

If the grievance is not resolved at Step One, it may be referred in writing to the Superintendent within five (5) days of receipt of the supervisor's reply. If the Association is the grievant, it may be referred in writing to the Superintendent within fourteen (14) days of the date that the Association became aware of the grievance or should have become aware of it if Section 3(D) is applicable. The Superintendent or his/her designee will attempt to resolve the grievance by holding a meeting with the grievant and/or necessary persons within seven (7) days of receipt of the grievance. A written answer shall be given to the supervisor, unit/program cabinet member, grievant and the Association President within five (5) days after the conclusion of the meeting.

**C. STEP THREE**

If the grievance remains unresolved at the conclusion of Step Two, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board and either the American Arbitration Association or the Federal Mediation and Conciliation Service within twenty (20) days after receipt of the decision in Step Two. Following written notice of request for submission to binding arbitration, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. In the event the submission is to the Federal Mediation and Conciliation Service in lieu of the American Arbitration Association, the rules of the Federal Mediation and Conciliation Service shall be utilized in the selection of the arbitrator and shall likewise govern the arbitration hearing.

**SECTION 6. ARBITRATION.**

- A. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision within thirty (30) days after the close of the hearing or submission of briefs, where applicable.
- B. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- C. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or amendments.

- D. The arbitrator's powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board. The arbitrator shall have full authority to uphold or rescind disciplinary measures imposed by the Board.
- E. Both parties agree to be bound by the decision of the arbitrator and agree that either party may enter a judgment thereon in any court of competent jurisdiction.
- F. The arbitrator's fee and expense shall be divided equally between the parties.
- G. An employee who is required by the Board or Association to participate in an arbitration hearing under this Agreement shall be put on standby during the work day and shall be excused with pay when called to testify. In addition, the grievant, Association President, or one (1) representative from the Association who participates in an arbitration hearing shall be paid for time lost in the arbitration hearing.

**SECTION 7. TIME LIMITS.** The parties recognize and agree that all labor disputes must be quickly resolved in conformance with the Master Agreement language. All time lines outlined in Article 6 must be strictly complied with, subject to Section 8 below.

In the event that a grievance is not presented, or is not appealed from one step to another, within the time limit provided, the grievance will be considered as being withdrawn or settled on the basis of the Board's last answer. Failure of the Board to respond to a grievance, at any step within the time limits specified shall be considered a denial of the grievance and it may be processed at the next step. A grievant may withdraw further consideration of a grievance at any stage of the procedure.

**SECTION 8. NOTICE OF OUTSIDE REPRESENTATION.** In the event the Assistant Superintendent of Human Resources is not an attorney and the Association is represented by an outside representative (e.g., legal counsel) at any step of the grievance procedure, the Assistant Superintendent of Human Resources will be given at least three (3) working days advance notice, and may appoint him/herself or a designee as the Board representative.

**SECTION 9. GRIEVANCE FORM.**

Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Division: \_\_\_\_\_ Assignment Location: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

**STEP 1**

A grievant having a grievance shall, within fourteen (14) days after the grievance becomes known, or reasonably should have become known, submit a written grievance to the grievant's immediate supervisor, if the grievant is an individual. If the Association itself is the grievant, the Association shall commence the procedure at Step One, unless Section 3(D) is applicable. If an employee presents a grievance, at the employee's option, he/she may request the presence of a representative of the grievance committee identified in Section 3(A) of this Article, at such Step One meeting.

Alleged Provisions Violated: \_\_\_\_\_

\_\_\_\_\_

Synopsis of the Facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Association Representative's Signature

\_\_\_\_\_  
Grievant's Signature

Receipt Date: \_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor's Signature

Within five (5) days after receipt of the written grievance, the supervisor will discuss the grievance with his/her unit/program cabinet member and will attempt to resolve the grievance within the said five (5) day period by holding a meeting with the grievant and his/her representative. Within five (5) days after the meeting, the supervisor will render his/her decision in writing, sending a copy to the Assistant Superintendent, the grievant and the Association President.

Date of Meeting with Supervisor: \_\_\_\_\_

Supervisor's Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Receipt Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant or Association Rep.'s Signature

## STEP 2

If the grievance is not resolved at Step One, it may be referred in writing to the Superintendent within five (5) days of receipt of the supervisor's reply. If the Association is the grievant, it may be referred in writing to the Superintendent within fourteen (14) days of the date that the Association became aware of the grievance or should have become aware of it if Section 3(D) is applicable. The Superintendent or his/her designee will attempt to resolve the grievance by holding a meeting with the grievant and/or necessary persons within seven (7) days of receipt of the grievance. A written answer shall be given to the supervisor, the unit/program cabinet member, grievant and the Association President within five (5) days after the conclusion of the meeting.

Request to Submit Grievance to Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received By

\_\_\_\_\_  
Date



Superintendent's Answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received By

\_\_\_\_\_  
Date

### **STEP 3**

If the grievance remains unresolved at the conclusion of Step Two, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board and either the American Arbitration Association or Federal Mediation and Conciliation Service within twenty (20) working days after receipt of the decision under Step Two. Following the written notice of request for submission to binding arbitration, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. In the event that the submission to arbitrate is delivered to the Federal Mediation and Conciliation Service in lieu of the American Arbitration Association, the rules of the Federal Mediation and Conciliation Service shall be utilized in the selection of the arbitrator and shall likewise govern the arbitration hearing.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

**SECTION 1. SUPREMACY.** Except where prohibited by Section 15 of PERA, this agreement shall supersede any policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

**SECTION 2. INVALID PROVISION REPLACEMENT.** If any Article or Section of this Agreement shall be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article, Section, or provision held invalid, providing any mutually agreed upon replacement shall not be inconsistent with this Agreement or applicable law.

**SECTION 3. COPIES OF AGREEMENT.** Copies of the Agreement titled "Professional Agreement between the Ingham Intermediate School District and the Ingham Intermediate Professional Staff Association", shall be posted on the school district website. Notice of the location on the website shall be given to each employee now employed, or hereinafter employed. A printed copy will be provided if requested.

**SECTION 4. RELEASE TIME.** The Association will be credited with one hundred fourteen (114) hours each year, seventy-nine (79) of which shall be used during non-student contact time, and the other thirty-five (35) hours to be used by officers or representatives of the Association with such use to be at the discretion of the Association. Should a substitute be necessary, the Association will pay substitute costs. Arrangements for Association release time shall be made no less than two (2) days in advance, unless the parties mutually agree to waive this advance notice. The Human Resources Department will consider requests to use non-student release hours, for the purpose of Association professional development during student contact time. The Association's President shall endorse requests for the use of Association time.

**SECTION 5. EMERGENCY FINANCIAL MANAGER.** An Emergency Financial Manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

**ARTICLE 8**  
**RIGHTS OF THE BOARD**

**SECTION 1. SUPREMACY.** Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

**SECTION 2. BOARD RIGHTS.** Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its facilities, its equipment, and its operations.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
- C. Direct the working forces, including the right to hire, promote, assign, discipline, transfer and determine the size of the work force.
- D. Determine the services, supplies, and equipment necessary to continue its operations.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including health conditions.
- G. Determine overall goals and objectives as well as the policies affecting the educational programs.
- H. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closings of offices, departments, divisions or subdivisions, buildings or other facilities.
- I. Determine the size and content of the management organization, its functions, authority, amount of supervision and the table of organization.
- J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

## ARTICLE 9

### ASSOCIATION AND EMPLOYEE RIGHTS

**SECTION 1. ASSOCIATION/INDIVIDUAL RIGHTS.** The Board recognizes that the Association and individual employees have all rights provided by law, including but not limited to the following:

- A. The right to organize and collectively bargain as provided in Act 379 of the Public Acts of 1965 as amended.
- B. The right to public information as provided in the Freedom of Information Act, which is Act 442 of the Public Acts of 1976; and to information necessary for bargaining as specified in Act 379 of the Public Acts of 1965 as amended.
- C. Civil rights as provided in the Michigan Civil Rights Act, which is Act 453 of the Public Acts of 1976.
- D. The rights provided under the Open Meetings Act, which is Act 267 of the Public Acts of 1976. Included is the right to address the Board at regular meetings at a time established on the Agenda. Such presentations may be limited by the Board to not more than fifteen (15) minutes in duration.
- E. The Board recognizes that individual employees are entitled to all of the provisions of Act 397 of the Public Acts of 1978, as amended, as it pertains to the individual employee personnel files.
- F. The Teacher Tenure Act, Public Act 4, of the Public Acts of 1937, as amended.
- G. The Americans With Disabilities Act of 1990, Codified as 42 USC § 12101-12117, 12201-12213, July 26, 1990; effective July 26, 1992.

The Board and the Association agree to abide by all applicable local, state and federal laws with respect to age, sex, race, creed, color, handicap, sexual orientation, and national origin, in the hiring, placement, salary determination, or other terms or conditions of employment for Professionals employed or to become employed in job classifications covered by this Agreement. The Board and the Association further agree that the Board shall be permitted to take any and all actions necessary to comply with the Americans with Disabilities Act and to avoid liability under the provisions of said Act. If such actions necessitate violation of a provision of this

Agreement, then the parties agree to bargain with regard to the effect of implementing such action on other bargaining unit employees.

- H. FAMILY AND MEDICAL LEAVE ACT OF 1993. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the employees, those additional benefits will be honored by the District. Where certain employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights. To the extent that leaves of absences are granted under this contract, whether paid or unpaid, it is the intent of the parties that the rights granted hereunder will serve to satisfy the requirements of the Family and Medical Leave Act provisions to the extent applicable by law. All applicants for Family and Medical Leave Act leaves will comply with Board policy. (Refer to Article 18, Section 8, 9).
- I. The Health Insurance Portability and Accountability Act (HIPAA) of 2002, as amended. See Letter of Agreement 2005-14.

**SECTION 2. USE OF FACILITIES.** In addition, the following rights are also granted by the Board.

- A. The facilities of the District shall be available to the Association and its accredited representatives at reasonable times outside the regular working day for the transaction of Association business. The use of the facilities and equipment shall not interfere with normal operations and any expense involved shall be borne by the Association. Activities of the Association shall not take place during regularly scheduled working hours, except for up to six (6) one-hour meetings per year. The Association may use this time for either general meetings or building level meetings at its discretion. The times and dates of general meetings shall be established by agreement between the Association President and Superintendent. The times and dates of building meetings shall be established by agreement between the Association building representative and the building administrator. Employees shall not be excused from student contact responsibilities to attend such meetings.
- B. The Administration shall publish to the employees guidelines for handling confidential student records.

**SECTION 3. BULLETIN BOARDS.** The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each Ingham Intermediate School District operated building. The Association may continue to communicate to its members in accordance with the law.

**SECTION 4. PERSONNEL FILE.**

- A. An official personnel file shall be maintained by the Board for each employee in the bargaining unit, and all such files shall be maintained in a centrally located office, under the sole supervision of the Assistant Superintendent of Human Resources.
- B. Each personnel file shall have a cover sheet upon which shall be recorded the date and the names of those persons who insert and inspect the material.
- C. At the request of the Board, each employee shall be obligated to see that employment data, such as verification of job experience, transcripts of credits, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustments are on file in the Office of Human Resources. The employee shall be informed on the date of the request that failure to submit the aforementioned data will materially affect their subsequent salary changes or adjustments.
- D. Each employee shall have the right to examine the contents of the employee's own personnel file. The employee shall make an appointment with the Assistant Superintendent of Human Resources to examine his/her file. The Assistant Superintendent of Human Resources or his/her designated representative, shall be present when the employee examines the employee's file, and, if the employee so desires, the employee may be accompanied by a representative of the Association. If the employee designates in writing that the employee desires a representative of the Association to examine the employee's file in the employee's absence, the designated representative shall be allowed to examine the file.
- E. Employees may request reproductions of materials and the employees' personnel file, provided a reasonable duplication fee is paid by the employee.

**SECTION 5. CONSULTING/OUTSIDE EMPLOYMENT.** Outside employment which does not interfere with the regular duties of an employee employed by the School District and is not in conflict with the role of the School District employee is considered a personal matter of the employee.

When serving in a professional capacity outside of the District as such, the employee acts individually. Any views or positions stated shall reflect personal opinion and not imply representation of a Board position.

Employees are expected to keep their immediate supervisor informed of outside employment commitments. Should a conflict develop between outside employment and employment with the School District, the employee is expected to cooperate with his/her supervisor in resolving the conflict. The Superintendent shall have the final decision in any conflict resolution necessary to protect the interests of the School District.

## ARTICLE 10

### CERTIFICATION, AUTHORIZATION, RECRUITMENT, SELECTION, APPOINTMENT AND TRANSFER OF EMPLOYEES

**SECTION 1. QUALIFICATIONS.** As a condition of continued employment all employees must meet qualifications required by state law and/or state program regulations.

**SECTION 2. CERTIFICATION/APPROVAL.** Any employee whose position requires certification and/or approval of the Michigan Department of Education and who is employed on a "special certification" or "temporary approval" basis, has the responsibility of taking the initiative in carrying out the terms required for certification and/or approval status. It is the employee's responsibility to see that the following steps are taken:

- A. Earn the required academic credits.
- B. Notify the Assistant Superintendent of Human Resources and the Department of Education that the deficiencies are removed.
- C. Insure that a recommendation for approval, temporary or full, is made by the sponsoring institution to the Department of Education.
- D. Insure that a copy of the recommendation for approval is sent to the Superintendent's office.

**SECTION 3. RECRUITMENT, SELECTION, APPOINTMENT AND TRANSFER.** In the recruitment, selection, appointment and transfer to positions within the District, it is the policy of the Board of Education to recruit, select, appoint and transfer from within the ranks of its employees whenever practicable.

When the Board decides to fill a vacancy, it will post a Notice of Vacancy for ten (10) consecutive working days in all buildings and designated areas. The Board shall furnish the Association President with a copy of each job posting at the same time the postings are posted on bulletin boards. An employee desiring to fill a posted job vacancy shall submit a letter of intent with any updated qualifications to the Department of Human Resources.

In the selection and appointment process, the finalists among the internal and external candidates shall be chosen as follows:

1. The best qualified applicant will be offered the position. Excluding positions designated as Teacher within Article 1, the best qualified applicant for a NTPS position is determined by taking into account his/her knowledge, skills, ability, and experience as set forth in Article 11, Section 10, of this Agreement.



2. Excluding positions designated as Teacher within Article 1, if there is more than one best qualified candidate and one is internal, the internal candidate shall be offered the position. If more than one of the best qualified candidates are internal, the employee with the most seniority shall be offered the position.

Vacancy shall be defined for purposes of this Agreement as a posted position presently unfilled, currently filled but which will open in the future, or a new position.

The Board will post in the Department of Human Resources and on the Ingham Intermediate website all vacancies occurring in the District. The position announcement will be sent to all staff via district e-mail

## ARTICLE 11

### REDUCTIONS IN NON-TEACHING PROFESSIONAL STAFF, ALTERNATIVES TO LAYOFF, SENIORITY PAYROLL STATUS OF EMPLOYEES ON LAYOFF/ UNUSED SICK LEAVE, AND RECALL FROM LAYOFF

#### **PART A - ALTERNATIVES TO LAYOFF – NON TEACHING PROFESSIONAL STAFF**

Except as otherwise noted, PART A is inapplicable to positions designated as Teachers within Article 1(s). Teachers retain contractual rights in accordance with this Article as written solely with respect to non-teaching professional staff positions.

**SECTION 1. BOARD INTENT.** The Board agrees that in any situation necessitating staff reductions, it is the intent of the Board to reduce staff (excluding positions designated as Teacher within Article 1) through attrition and through providing employees the opportunity to choose voluntary alternatives prior to proceeding to layoffs. The Board agrees that a reduction in FTE of at least 50%, excluding reductions in workweeks, will be deemed a layoff for purposes of this Article, provided that the FTE being reduced is not less than 38 workweeks.

**SECTION 2. ALTERNATIVES TO LAYOFF – NON TEACHING PROFESSIONAL STAFF.** Alternatives to layoff which may be offered to and selected by eligible employees (excluding positions designated as Teacher within Article 1) may include:

- A. Voluntary Leave
- B. Job Sharing
- C. Sabbatical Leaves, pursuant to Article 33
- D. Early Retirement, pursuant to Article 23

The intent of this provision is to apply to either (1) non-teaching professional staff who, if a voluntary alternative is not selected, would be subject to layoff, or (2) other non-teaching professional staff in the same job who would not themselves be subject to layoff, but who, by their selection of a voluntary alternative, utilizing preference based on the non-teaching professional staff's seniority, would "save" the job of a fellow NTPS who would be subject to layoff. An NTPS who elects job sharing as an alternative, will also be eligible for study with tuition reimbursement, up to a maximum of Two Thousand Four Hundred (\$2,400.00) Dollars per contract year. The Association will pay one-half of all expenses and the Board will pay the other one-half up to the maximum allowed per person.

- A. **VOLUNTARY LEAVE.** An unpaid leave of absence for one school year may be requested as an alternative to staff layoffs for any of the following reasons:

1. STUDY WITH TUITION REIMBURSEMENT.

- (a) The course of study must be related to the individual's job to the extent that it may clearly be expected to result in an increase in the knowledge and skills required for the job or another career area.
- (b) A study plan for the year is to have prior approval of administration.
- (c) Reimbursement for the current cost of resident, graduate, on-campus tuition at Michigan State University for a maximum of thirty-six (36) term hours of credit or twenty-four (24) semester credits from an approved college or university, satisfactorily completed as available at a rate not to exceed Ninety (\$90.00) Dollars per credit hour or a total of Three Thousand Two Hundred Forty (\$3,240.00) Dollars for the year. This sum will be generated by funds from the District and the Association. The District will contribute Sixty (\$60.00) Dollars per credit and the Association will contribute Thirty (\$30.00) Dollars per credit to cover the expenses generated up to the maximum per person.
- (d) A request including a study plan is to be submitted to the immediate supervisor, the division administration, and the Assistant Superintendent of Human Resources, in that order, for recommendation to the Superintendent and the Board of Education.
- (e) NTPS approved for a study leave with tuition reimbursement will be expected to return to service with the

District for a minimum period of one (1) school year, provided a position is available.

Non-teaching professional staff who voluntarily terminate their employment with the District without returning to service after such study leave will be required to refund any tuition reimbursement received under the leave.

2. WORK EXPERIENCE/TRAINING.
  - (a) Work experience in another career area.
  - (b) Training or course work in another career could be undertaken.
3. CHILD CARE/PERSONAL.
  - (a) To care for a family.
  - (b) Other personal reasons.
4. PROVISIONS OF VOLUNTARY LEAVE.
  - (a) Substitute teaching will be allowed for qualified NTPS.
  - (b) Medical and life insurance benefits may be purchased from the District at cost (one month equals 1/12th year, 20 working days equals a month), subject to the terms of the master insurance contracts. Arrangements and payments of premiums are to be the sole responsibility of the individual making the requests.
  - (c) First choice for a leave will be given to those requesting a full year leave. A half-year leave will be considered, providing it could be coordinated with a corresponding leave for the other half-year.
  - (d) Upon return from leave, the NTPS will return to a vacant position for

which he/she is certified and qualified.

B. JOB SHARING. Job sharing is a situation in which the responsibilities of one position are shared equally by two (2) NTPS, both of whom are fully qualified for the position. Job sharing may be requested under the following conditions:

1. Job sharing is available to two (2) staff members holding parallel positions, who voluntarily agree to work together in sharing one full-time position.
2. Application will be made jointly and voluntarily.
3. Each NTPS will receive fifty percent (50%) of his/her salary for the appropriate step each is on and would share equally one full-time position.
4. A plan is to be developed jointly and submitted for approval. The plan will include the following:
  - (a) Daily schedule showing hours for each job-sharer.
  - (b) Description of the division of instructional responsibilities and other duties assigned to the position.
  - (c) Description of the division of other responsibilities of the position including but not limited to faculty meetings, parent conferences and contacts, conferences, in-service, evening activities, and committee work.
  - (d) A description of the communication system with parents, informing them about the plan and enlisting their support.
  - (e) A description of how the job-sharing arrangement would be introduced to the students.

- (f) Identification of which NTPS would retain the classroom/position in the event job sharing is not repeated the following year.

5. PROVISIONS OF JOB-SHARING.

- (a) Full fringe benefits will be provided for each NTPS on an approved plan.
- (b) Job sharing requests (form) and plans will be submitted for review and recommendation by building principal or immediate supervisor, unit/program cabinet member, and the Assistant Superintendent of Human Resources, and Superintendent and Board of Education in that order.
- (c) Plans will be approved for one year only. Non-teaching professional staff would be reassigned to a full assignment at the beginning of the next school year, unless a request is initiated by the non-teaching professional staff member and a plan is approved for the next year. Such plans must be submitted within thirty (30) calendar days after receipt of layoff notice.

6. Job sharing as an alternative to layoff is subject to annual approval by the Board.

**PART B - SENIORITY**

**SECTION 3. SENIORITY.** The following rules define how seniority is accumulated:

- A. Continuous service for seniority purposes means, consistent with past practice, length of continuous service in the bargaining unit commencing with the first date for which compensation is paid. Continuous service for the purpose of retirement service credit and appropriate benefits means length of continuous service with the Board.

- B. Seniority continues so long as the employee is continuously employed by the school district. Employees who are off work during the summer vacation or other school vacation periods are considered to be continuously employed if they are under contract to resume working when school resumes; and employees on an extended contract who are actually working during these vacation periods do not acquire additional seniority credit as a result of such service.
- C. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement. A layoff shall not interrupt the accumulation of seniority.
- D. Seniority is broken upon the effective date of retirement, resignation, involuntary termination (discharge) and the employee is not reinstated, transfer to a non-bargaining unit position for more than two (2) calendar years, or after layoff for a period equal to the length of the employee's seniority not to exceed three (3) calendar years.
- E. An employee who is granted a leave of absence and upon expiration of the leave of absence voluntarily does not resume service with the Board, shall be treated as a voluntary quit and shall lose seniority.

In the event an employee has indicated his/her willingness to return to work upon expiration of an unpaid leave, but is denied an opportunity to do so because of lack of a vacancy for which he/she is certified and qualified, the employee shall not lose his/her seniority until seniority is broken over a three (3) calendar year period.

An employee who is denied an opportunity to return to work upon expiration of an unpaid leave because of lack of vacancy for which he/she is certified and qualified, will be placed on layoff with attendant rights and benefits.

- F. Employees on layoff retain seniority accrued and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed three (3) calendar years from the effective date of the layoff. After that period, seniority is lost.
- G. Employees whose seniority has been broken and who are subsequently re-employed will be considered as new hires.
- H. Part-time employees shall accumulate seniority at a full-time rate.

- I. A copy of the seniority list shall be sent to all bargaining unit members by October 15 of each school year who shall have thirty (30) days after receipt to bring discrepancies about their seniority date to the Department of Human Resources. The seniority list shall include the names of all bargaining unit members, their certifications achieved, their current job, and their current work location. The Department of Human Resources will meet and confer with the Association to resolve seniority issues. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association President, Secretary and employee involved. Whenever possible, it is the intent of the parties to bring closure to seniority discrepancies within thirty (30) days after receipt by the Department of Human Resources of notice from the affected employee.

If two or more employees share the same seniority date, a lottery will be conducted in the presence of the Association President and by the Assistant Superintendent of the Human Resources Department. The first name drawn is the most senior and so on.

- J. An individual presently employed by the Board who has previously belonged to the bargaining unit, and has transferred to another position within the District outside the bargaining unit, shall retain accrued seniority for not longer than 2 calendar years.
- K. Grant employees, who did not accrue seniority under prior master agreements, began to accrue seniority effective August 30, 1982. Current grant employees who had previously accrued seniority in non-grant positions, retroactive to August 30, 1982, had that previously accrued seniority restored and began to accrue additional seniority on August 30, 1982.

#### **SECTION 4. SUPERSENIORITY.**

- A. For the purpose of layoff only, the Association's President, Vice President for Career Services and Technical Education, Vice Presidents for Special Education, Vice President for Classifications 151 and Above, Secretary and Treasurer shall be deemed to have greater seniority than other employees in their respective job classifications for the duration of his/her term of office, provided that such officer is not in a position designated as Teacher within Article 1.
- B. For the purpose of layoff only, the Spokesperson and Chairperson for the Association's Negotiation Committee shall be deemed to have greater seniority than other employees in their respective job



classifications for the duration of the collective bargaining process, provided that the Spokesperson and Chairperson is/are not in a position designated as Teacher within Article 1.

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with Section 4, the Association agrees to defend such action, at its own expense and through its own counsel. The Association also agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and court costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 4. The Board shall fully cooperate in the defense of such action(s).

**PART C - REDUCTIONS IN NON-TEACHING PROFESSIONAL STAFF** – Part C is not applicable to bargaining unit members assigned to teacher positions. Teachers retain contractual rights in accordance with this Agreement solely with respect to non-teaching professional staff positions.

**SECTION 5. BOARD OBJECTIVE.** In any non-teaching professional staff reduction situation, it will be the Board's objective to staff all remaining positions with fully qualified staff members so that the quality of service in programs which have not been eliminated or reduced may continue to be maintained.

**SECTION 6. LAYOFF/FACTORS CONSIDERED.** In the event it becomes necessary to reduce the number of non-teaching professional staff, the Board shall determine which services are to be curtailed or eliminated, taking into consideration the following:

- A. The need for services requested by constituent school districts.
- B. Assessed manpower training needs.
- C. Financial resources available.
- D. Program needs of the District.
- E. Student enrollment.

**SECTION 7. CONSULTATION WITH THE ASSOCIATION.** In the event that the administration determines that multiple layoffs of non-teaching professional staff are necessary, it agrees to meet with the Association President and/or representatives to explore alternatives to layoff prior to final recommendation to the Board.

**SECTION 8. NOTIFICATION OF LAYOFF.** In cases where a non-teaching professional staff is to be laid off through no fault of his/her own, the NTPS will be given written notice sent to his/her address of record by certified mail, restricted delivery to the affected NTPS,

return receipt requested. The Board will give at least sixty (60) calendar days notice in advance of the effective date of the layoff, except in unforeseen instances of reduced enrollment and/or unforeseen economic necessity. Copies of the written notice of layoffs shall be provided to the Association's president or his/her designee.

**SECTION 9. CURRENT INFORMATION.** It shall be the NTPS's responsibility to keep the Department of Human Resources informed of his/her current address, qualifications (including certification, licenses, "highly qualified", and endorsements, etc.) and telephone number. Generally the District begins to evaluate potential layoffs in January. At the time a NTPS receives a layoff notice, the Board shall provide the NTPS with a form to be filled out indicating current address, telephone number, qualifications (including certification, licenses, "highly qualified", and endorsements, etc.) and expected duration of said residence.

**SECTION 10. LAYOFF/CRITERIA.** In the event of a non-teaching professional staff reduction requiring layoffs, the affected position(s) and potentially affected staff shall be identified, with the following criteria applied in this order:

- A. The first criterion is certification/licensure. Before laying off any other staff members within the affected certification/licensure, those lacking full certification and/or licensure according to the Michigan Department of Education standards are to be laid off.
  - 1. This criterion applies only to NTPS in positions requiring certification or other professional licenses or approvals. For non-teaching professional staff in positions not requiring certification/licensure and/or approval, this criterion may be ignored. The significant variable here is the requirement of the position, and the employee's certification/licensure/approval in relation to it. Any other types of certification or approval the employee may have are irrelevant in relation to this position.
  
- B. The second criterion is qualifications. Qualifications where used as a criterion in layoff are defined to include, but not necessarily limited to the following:
  - 1. Appropriate Education
    - (a) Degrees
    - (b) Majors and minors
    - (c) Course work appropriate to the position

Or, in the case of NTPS positions not necessarily requiring a degree, or when the degrees are substantially equivalent,

2. Appropriate work experience (in this sequence or preference)
  - (a) Experience in the same position.
  - (b) Experience in the same job classification within this school district.
  - (c) Experience in the same job classification with another employer.
  - (d) Other related work experience.

The recency of the experience and its relevance to requirements of the job shall be factors. Categories (c) and (d) may include work experience outside the field of education where this is appropriate.

3. Other qualifications may be contained in the job description.

The minimum requirements for each job are as defined by relevant certification, licensure or approvals, and the job description. Qualifications are determined as outlined in Article 11, Section 14(B)(2).

- C. The third criterion is seniority. After satisfying the criterion in A and B above, those non-teaching professional staff possessing the most seniority within the District will be retained. Seniority status is not to be confused with status under the appropriate certification/licensure, or with salary schedule placement. These are separate variables. No new non-teaching professional staff shall be employed by the Board while there are such employees of the Ingham Intermediate School District who are laid off, unless none of those Ingham Intermediate School District NTPS on lay off are qualified and certified to fill the vacancy.
- D. The professional occupying the affected position may bump into the lowest position within the District at any work location for which he/she is certified/licensed and qualified and has more seniority than the person who holds that position.

- E. The professional who has been displaced as a result of D shall first fill any open position for which he/she is certified/licensed and qualified. Second, he/she must bump any non-certificated/licensed or non-tenured person in a position for which he/she is certified/licensed and qualified. Third, if no such non-certificated, non-tenured or open position exists he/she may bump into the lowest position on the seniority list for which he/she is certified/licensed and qualified (see example).

Example 1: NTPS “A” who is certified/licensed and qualified as a School Psychologist and has ten years of experience. “A’s” position has been eliminated. “A” may bump the lowest senior School Psychologist or other NTPS position for which “A” is qualified in any unit. “A” chooses to bump another School Psychologist and therefore bumps “B”. Professional “B” now must first move to any open position. If no open position exists for which “B” is qualified or certified/licensed “B” may bump any School Psychologist or other NTPS who is not fully certificated/licensed or probationary (in that order). If no such opening exists “B” must bump “C” who has the lowest district School Psychologist or NTPS seniority, only if “B” is certified/licensed and otherwise qualified for “C’s” position. “C” will be laid off and may choose an option in Article 11, Section 2.

Example 2: Teacher “A” who is certified/licensed and qualified for a NTPS position has ten years of experience. “A’s” position has been eliminated. “A” may bump the lowest senior NTPS position for which “A” is qualified in any unit. “A” chooses to bump “B”. Professional “B” now must first move to any open position. If no open position exists for which “B” is qualified and/or certified/licensed “B” may bump any other NTPS who is not fully certificated/licensed or probationary (in that order). If no such opening exists “B” must bump “C” who has the lowest district NTPS seniority, only if “B” is certified/licensed and otherwise qualified for “C’s” position. “C” will be laid off and may choose an option in Article 11, Section 2.

- F. Upon request, a qualified NTPS shall be referred to the appropriate vendor for substitute teaching opportunities.

**SECTION 11. INVOLUNTARY TRANSFERS.** An involuntary transfer of non-teaching professional staff will be made when considered necessary by the Board to (1) prevent layoffs, (2) fill vacancies, or (3) for the good of the District. If a transfer is necessary:

- A. The Association President or his/her designee, shall be notified of the need for such transfers and shall be given an opportunity to offer information prior to any reassignment of staff.

- B. The unit/program cabinet member of the unit, when applicable, will meet with the potentially-affected staff to discuss the problem and seek a volunteer.
- C. When there is no volunteer available and when practicable, the least senior NTPS having the applicable certification/licensure and qualification shall be moved.
- D. If an involuntary transfer occurs during the semester, the transferred NTPS shall be given two (2) working days release time to prepare for the new assignment.
- E. NTPS who are involuntarily transferred shall have the first right to any vacancy within the District for which they are certified/licensed and qualified. This right of recall is limited to the first available opportunity.
- F. This procedure shall not be applicable for temporary transfers. A temporary transfer will not be longer than thirty (30) calendar days without notice being given to the Association.

**PART D - PAYROLL STATUS OF NTPS ON LAYOFF/UNUSED SICK LEAVE**

**SECTION 12. PAYROLL STATUS OF NTPS ON LAYOFF/UNUSED SICK LEAVE.**

- A. Excluding positions designated as Teacher within Article 1, an NTPS who is on layoff or is granted voluntary leave as an alternative to layoff may, at the NTPS's option, convert his/her unused sick leave to extend medical and/or life insurance benefits, at the Board's group rate, by utilizing equivalent cash value as computed below:
  - 1. The Board will convert unused sick leave at the NTPSs regular hourly rate of compensation.
  - 2. As stated in Article 26, classification 1-150 NTPS who complete the school year and are laid off are entitled to insurance benefits paid by the Board through August 31 of that year.
  - 3. This benefit terminates after six (6) months.

- B. All benefits are subject to the terms and conditions of the applicable master policies between the Board and the insuring companies. The Board's liability is limited to payment of premiums as specified above.
- C. An NTPS who is recalled or returns from voluntary leave as an alternative to layoff and who has converted his/her sick leave while laid off, and who later becomes eligible for sick bank benefits will have his/her waiting period for sick bank benefits extended by five (5) additional days. This extension will be applicable during the first year after recall only.

**PART E - RECALL FROM LAYOFF** –Applicable to teachers solely with respect to NTPS positions.

**SECTION 13. NOTIFICATION OF RECALL.** Non-teaching professional staff selected for recall will be given written notice, sent to their address of record by certified mail, restricted delivery to the affected employee (See Part E above for definition of employee), return receipt requested. NTPS so notified have the following options:

- A. If the employee wishes to accept the recall, s/he will notify the Assistant Superintendent of Human Resources in writing of his/her acceptance and availability for work within ten (10) calendar days of receipt of the notice.
- B. If the employee wishes to waive the recall, s/he will notify the Assistant Superintendent of Human Resources in writing of his/her waiver within ten (10) calendar days of receipt of the notice, and stating the reason for declining recall. By exercising the waiver, the employee forfeits all rights to the position/s offered. The employee will then be continued on layoff as if no recall had been offered (with respect to NTPS positions only), and the Board will then recall the next eligible employee; or, if no other certified/licensed and qualified employee are available from layoff, it may hire a new employee for the position. However, an employee may not waive more than one recall notice during the same layoff period. An employee making a second waiver request for a NTPS position will be considered to have voluntarily resigned.
- C. An employee who fails to respond to the recall notice as required above will be considered to have voluntarily resigned.

**SECTION 14. RECALL FROM LAYOFF.** – Excluding 14, D, not applicable to teachers. 14B and C are applicable to teachers solely with respect to non-teaching professional staff positions.

- A. RECALL TO SAME JOB CLASSIFICATION. Recall from layoff to same job classification will be based on the following criteria in this sequence:
1. Certification. For NTPS positions requiring certification, licensure, endorsements and/or approvals, employees with the appropriate endorsements, and/or full approvals will receive first consideration. Employees with the appropriate certification/licensure will receive second consideration.
  2. Qualifications. "Qualifications," as that term is defined in Section 10(B) and Section 14(B)(2) will be applied.
  3. Seniority. Other criteria being equal, the senior NTPS will be recalled first.
- B. RECALL TO DIFFERENT JOB CLASSIFICATION. Recall from layoff to different job classification will be based on the following criteria in this sequence:
1. Certification. For NTPS positions requiring certification, endorsements and/or approvals, employees with the appropriate full approvals will receive first consideration. Employees with the appropriate certification will receive second consideration.
  2. Qualifications. The Assistant Superintendent of Human Resources will recommend employees for recall based on qualifications. The Superintendent will be the final judge of the employee's qualifications for particular positions. Qualifications where used as a criterion in layoff and recall situations, are defined in Section 10(B) of this Article.
  3. Seniority. Other criteria being equal, the senior employee will be recalled first.
- C. RECALL TO DISTRICT POSITIONS. When vacancies occur in other NTPS job classifications, excluding positions designated as Teacher within Article 1, the Department of Human Resources may recall laid off employees within the bargaining unit to open

positions, taking into account the necessary certification, endorsements, or other professional licenses, approvals, experience, training and skills, as well as qualifications and seniority required to fill the vacant NTPS position.

- D. REIMBURSEMENT UPON RECALL. If an employee is laid off at the end of a school year, is recalled before or at the beginning of the next school year, and receives unemployment compensation during the “summer denial period,” the employee’s compensation shall be adjusted during the next school year so that the employee’s adjusted compensation during each year plus the unemployment compensation benefits received shall equal the compensation the employee would otherwise have received during that successive school year.



## ARTICLE 12

### **DISCIPLINARY PROCEDURES**

Only sections 1, 3, 5, 8C and 10 are applicable to teachers

**SECTION 1. PROFESSIONAL CONDUCT.** Breaches of professional conduct and failure to perform at the established professional level are subject to disciplinary procedures. Examples of such breaches are: abuses of sick leave and other leaves, chronic tardiness, willful deficiencies in professional performance or proven incompetence, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement and violation of the terms of this Agreement. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported promptly to the offending professional staff.

### **SECTION 2. PROGRESSIVE DISCIPLINE.**

- A. The Board will follow a policy of progressive discipline with respect to NTPS, subject to "B" below, which includes verbal warning, written warning, reprimand, suspension, with discharge as a last resort.
- B. The point of initiation of any disciplinary action may be determined by the severity of the non-teaching professional staff behavior.
- C. Warnings and reprimands shall be discussed privately between the non-teaching professional staff and the administrator, except when either party requests the presence of an Association and/or administration representative.
- D. Neither party shall delay discussion of a warning or reprimand for more than five (5) working days with the non-teaching professional staff after it has been issued, except by mutual consent.

**SECTION 3. REPRESENTATION.** Before any meeting is called from which disciplinary action may result, the employee shall be notified of the subject matter of the interview and shall be entitled to have present a representative of the Association. The employee may, if he/she desires, have a pre-interview conference with an Association representative prior to the meeting with the Board representatives. If an Association representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held.

**SECTION 4. NOTICE.** Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed in writing, in the employee's personnel file, and a copy thereof given to the non-teaching professional staff. The NTPS may submit a written statement explaining his or her position, regarding the finding and decision which will then become a part of the staff's personnel file.

**SECTION 5. PARTICIPANTS IN DISCIPLINARY ACTION MEETINGS.**

Employees required by the Board to participate in grievance or disciplinary action meetings during scheduled working hours shall suffer no loss of pay in connection with the loss as a result of participation in such meetings. The Board shall attempt to schedule such meetings outside of scheduled working hours.

**SECTION 6. JUST CAUSE.** No non-teaching professional staff shall be disciplined without just cause.

**SECTION 7. COMPLAINTS.** Any official complaint (written and signed) about a non-teaching professional staff's professional performance shall be called to the staff's attention within five (5) working days of the receipt of the complaint. The NTPS shall receive a copy of the written complaint and shall be given an opportunity to respond to it before disciplinary action is taken. (see Non-Teaching Professional Staff Rights and Procedures Handbook). (There is a separate Handbook applicable to Teachers.)

**SECTION 8. SUSPENSION.** Suspension means the temporary removal of a non-teaching professional staff member until a situation that exists can be reviewed and considered.

A. **Suspension with Pay.** Non-teaching professional staff may be suspended from their assignment with pay for the following reasons:

- (1) Investigation of charges.
- (2) Pending and during trial on criminal charges
- (3) Pending and during dismissal proceedings

B. **Suspension Without Pay.** Non-teaching professional staff may be suspended without pay for disciplinary reasons, subject to the grievance procedure, when applicable.

C. Pursuant to the "School Safety Legislation," MCL 380.1230 et seq, suspension without pay may also occur when the non-teaching professional's certificate is suspended or revoked by the Michigan Department of Education, following verification of the accuracy of a report of conviction. See <http://www.legislature.mi.gov/>

**SECTION 9. TERMINATION.**

A. In the case of the discipline, suspension, or termination of a non-teaching professional staff, such discharge shall be subject to the grievance procedure.

B. The Board's decision not to re-employ a probationary employee shall be in accordance with the law, where applicable, and these actions shall not be subject to the grievance procedure or arbitration provisions.

1. It is understood that all employees within this bargaining unit (including NTPS employees) shall serve a probationary period of at least two full work years or the probationary period required by law.
2. The Board may, in lieu of discontinuation of employment, provide a third year of probation to NTPS employees.

**SECTION 10. PROLONGED AND/OR RECURRING ABSENCES.** It is the intent of the Board and Association to work cooperatively to minimize prolonged and/or recurring absences of employees. For the purposes of this Section, "prolonged absence" refers to a questionable absence from the job for over five (5) consecutive days. "Recurring absence" refers to questionable absences that result in a Professional's need to request unpaid time.

When a Professional has a prolonged or recurring absence, the District reserves the right to require a written doctor's excuse prior to allowing the Professional to return to work and/or have the employee examined by the Board's doctor at the Board's expense.

Prior to taking such action, the Board shall have notified the affected Professional, and Association, in writing, of their concern and expectation for correction.

In addition, the Board, Association and employee affected shall meet and confer to identify appropriate ways in which the Association can assist the Board and Professional to correct prolonged and/or recurring absences.

## ARTICLE 13

### PROFESSIONAL WORKING HOURS

**SECTION 1. PROFESSIONAL WORKING HOURS.** The Association and the Board of Education have agreed to the concept of professional working hours. The concept is based on the premise that flexibility and quality service are needed to meet the changing demands of the District's clients.

"Professional hours" is not an attempt to increase or decrease the number of hours worked by the staff but is a recognition that a professional's day is not a fixed time period but must be fluid to enable the District and the staff the ability to perform the duties of their jobs and to provide staff with an opportunity for curriculum development, problem-solving, in-service training, attending faculty meetings and IEPCs, conducting student and parent conferences, evaluating student performance and progress, working on committees and committee assignments, correcting and evaluating student papers and themes, developing instructional materials, professional reading and study, and advanced college study. Therefore, the normal day for employees shall be considered to be those hours required to perform the full range of professional responsibilities in preparation to increase and develop as necessary the quality of their services to our clients.

The professional hours concept refers to professionals (Classification 1-150 only). They shall commence their work day fifteen (15) minutes prior to student contact time and ending their work day no sooner than fifteen (15) minutes after the conclusion of the established student contact time.

The Professional Hours Advisory Board shall be composed of the President of the Association and two designees and the Assistant Superintendent of Human Resources and two designees. Each work group shall develop and maintain a plan for flex-time/work schedule adjustment. The plans would be applicable for the duration of the collective bargaining agreement. The Advisory Board will be assembled to hear concerns, questions, or issues raised about the implementation of professional hours.

Any recommendations to change the currently established beginning or ending time of day or any changes which increase or decrease student contact time shall be brought to the attention of the Professional Hours Committee by the program supervisor. Any change in professional working hours, beginning or ending time of day or any changes which increase or decrease student contact time shall be subject to negotiations. Failure to do so will result in no changes occurring until this condition precedent has been met.

**SECTION 2. WORK SCHEDULE.** Employees assigned to work in local districts are expected to observe the school day and year professional schedule in effect in schools they serve within the limits of the Intermediate District work schedule requirements. If there is a discrepancy between the Ingham Intermediate School District and local school district work schedule requirements, the employees shall bring this to the attention of his/her supervisor.

**SECTION 3. REST PERIODS/LUNCH PERIODS. (Classification 151 and above).**

Employees are permitted to have paid rest periods, up to fifteen (15) minutes in the first half of the work day, and up to fifteen (15) minutes during the second half of their work day. Employees may have a one (1) hour lunch period and/or shorter lunch period.

**SECTION 4. LUNCH PERIOD. (Classification 1-150).** Employees shall be entitled to a thirty (30) consecutive minute, duty-free lunch period.

**SECTION 5. PROFESSIONALS ASSIGNED TO THE COSMETOLOGY PROGRAM.** Professionals assigned to the Cosmetology Program may have regularly scheduled additional hours based on licensing requirements. The individual employee contracts for the professionals assigned to the Cosmetology Program shall reflect the additional time worked each day.

Additional days worked after the conclusion of the regular school year that are a part of the mandatory Cosmetology requirement will be paid at the regular daily rate of pay. A timesheet will be submitted for payment.

The professionals assigned to the Cosmetology Program who are scheduled to work additional hours each week shall receive additional sick and personal leave based on those hours. Leave used for one day of absence shall be based on the work schedule for that day.

**SECTION 6. FLEX TIME/WORK SCHEDULE ADJUSTMENT FOR STUDENT SUPPORT SERVICE AND EARLY ON 1-150 STAFF (See Appendix T).** The Board and the Association recognize that employees have responsibility to pupils and the profession which requires performance of duties that involve expenditure of time beyond that provided in the minimum work day.

Student Support Service and Early On 1-150 staff (eligible staff defined in Appendix T) shall receive a \$450 stipend as outlined in article 29, section 13.

This stipend is compensation in recognition of the extent to which such staff regularly participate at meetings or conferences or provide professional services which occur outside of the regularly scheduled work day, such as but not limited to the following:

1. IEP meeting participation
2. LEA/PSA scheduled meetings
3. Parent conferences
4. Parent advisory committee meetings
5. Direct service to students
6. MET meetings
7. Scheduled home visits
8. Evaluation reports not to exceed two hours per week
9. Preparation for: IEPS, METS, service delivery (up to one hour per week may be earned)

It is also expected that such staff shall also continue the following activities, and like activities, without additional compensation or flex time:

1. Attending professional development
2. Preparation for: IEPS, METS, service delivery (in excess of the one hour per week allowed above)
3. Presentation development
4. Delivery of presentation
5. Scheduling appointments
6. Material creation
7. Itinerant / unit meetings
8. Appraisal meetings
9. Purchasing supplies
10. Medicaid/service logging

IIPSA and the Board agree that staff are allowed to flex their time for eligible activities within two-weeks from the date earned if they were required as defined above to perform services outside of the regularly scheduled work day. If they are unable to flex the time within two weeks from the date it is earned, the time is lost.

**SECTION 7. FLEXTIME/WORK SCHEDULE ADJUSTMENT FOR IIPSA 151 AND ABOVE STAFF** In recognition of the diverse roles and work schedules that are represented in Classification 151 and above, it is acknowledged that individual employees may, at times, need to make adjustments in their work schedules to accommodate their customers' schedules. Employees will work with their supervisor to initiate a mutually agreed-upon arrangement to adjust the work schedule to accomplish the work that meets the customer's needs and schedule.

Guidelines for adjustment of work schedules include:

1. Customers' needs require an adjustment of the employee's work schedule.
2. Joint discussion between staff member and supervisor about temporary change in the regularly scheduled work hours to accommodate and acknowledge the non-traditional work schedule that is created by customers' needs.
3. If an agreeable arrangement cannot be reached, then the staff member will maintain and present a month-long log that outlines the hours and functions that were required to accomplish agreed-upon work.
4. At that point, if an agreeable arrangement cannot be made by the staff member and supervisor, he/she may take the situation to the next administrative level.

5. Such adjustments in work schedules would be made within a thirty (30) day period after the work schedule was adjusted and/or the work completed. An extension for using accumulated time must be mutually agreed upon between the employee and supervisor.

6. This adjustment is available to cover changes in scheduled work hours occasioned by customers' needs for personal interaction with the employee and is not intended to cover additional work time that professionals experience on an occasional basis due to workload or other issues

If the employee's work continually requires non-traditional work hours, then an arrangement will be made to adjust his/her work schedule on a regular basis. Example: Longer days, four days per week; four day weeks twice a month; different arrival and leaving times for that position; and so on.

## ARTICLE 14

### PROFESSIONAL WORKING CONDITIONS

**SECTION 1. SERVICES FOR THE ASSOCIATION.** The Board agrees to make available telephone service, typing and duplicating facilities, and clerical personnel as it determines necessary to aid employees in the preparation of job related materials approved by the supervisor.

**SECTION 2. PROFESSIONAL REFERENCE MATERIALS.** The Board agrees to provide and maintain professional reference materials through the District Portal. The Board agrees to provide testing equipment, play equipment, and other job related equipment as needed, budgeted, and administratively approved.

**SECTION 3. NON-WORKING DAYS. (Classification 1-150).** Excluding Early On Staff whose calendar is governed by Letter of Agreement 2011-08, employees are entitled to non-working days consistent with non-working days of the districts served. In those cases where an employee serves several districts and the non-working days do not coincide, the Ingham Intermediate District's school calendar will prevail. Non-working days will not in any case exceed nor be less than those of the Ingham Intermediate District's calendar. "Non-working days" include officially recognized holidays, vacation periods, and days before and after the official school year.

**SECTION 4. EMPLOYEE SUBSTITUTES. (Classification 1-150).** An employee shall not be required to substitute for another employee for a period exceeding five (5) consecutive working days unless by mutual consent.

**SECTION 5. SIMULTANEOUS RESPONSIBILITY.** An employee shall not be required to assume simultaneous responsibility for a classroom in addition to his/her regular assignment, except in emergency situations.

In the case of an emergency situation the employee shall be relieved of such simultaneous responsibility as soon as possible.

The Simultaneous Responsibility Committee (SRC), consisting of professionals and Board representatives, have adopted the following:

- A. IIPSA classroom teachers will no longer be asked to cover classrooms other than their own for any extended period of time and Student Support Services and Early On 1-150 staff will not be asked to take on case load of fellow workers, such as to cover for an extended illness.
- B. The following steps will be taken if a teacher is absent:
  - 1. A teacher substitute will be secured.



2. If not, then, a paraprofessional/instructional assistant who is qualified to substitute teach or be a substitute teacher is secured.
  3. If not, then an IIPSA member substitutes for the absent teachers.
- C. If an IIPSA member substitutes for an absent teacher, simultaneous responsibility (SR) is in place. The IIPSA member will receive compensation in the form of accrued SR time and/or additional pay for performing simultaneous responsibility. This compensation is in addition to the IIPSA member's regular pay. The rate of pay refers to the teacher substitute rate for either a half day (three hours) or a full day (seven hours).
1. The half-day pay would start when someone works for at least an hour up to a half day.
  2. A full day rate would be for doing the duties for more than a half day and up to a full day.
  3. Accrued SR time may be used for time off, with supervisor approval. No more than two full days of SR time may be used in this manner in one year. For any additional accrued time, see (4) below.
  4. If accrued SR time for substituting is left at the end of the school year, the IIPSA member may either roll it into their sick time or be paid at the substitute teacher rate.
- D. In administering the Simultaneous Responsibility program, the following examples may be used as standards.
1. Support Staff IIPSA Member Substituting for Classroom IIPSA Member. When an IIPSA member substitutes for another IIPSA member, this would be paid at the substitute teacher rate and the rules concerning how they would be paid are outlined in (C) above.
  2. IIPSA Staff Substituting for an Administrator While Still Performing Their Normal Duties. When an IIPSA staff member performs duties for an Administrator when the Administrator is off campus

or when the IIPSA staff member is specifically asked to do administrative duties by the Administrator, the IIPSA staff member will be paid at the substitute teacher rate and the rules concerning how they would be paid are outlined in (C) above.

3. When a Substitute is Hired for an IIPSA Staff Member for Their Classroom and They are Asked to Perform Administrative Duties. The IIPSA staff member would be paid an additional half-day at the substitute rate for working as an Administrator for a full day.
4. When a Substitute is Hired for an IIPSA Staff Member for Their Classroom and They are Asked to Perform Administrative Duties for One-Half Day. When an IIPSA staff member performs duties for an Administrator for one-half day, they will receive 1.5 hours of SR time.
5. When More Than One Instructor Works with the Same Set of Students and One Instructor is Absent. This does not fall under Simultaneous Responsibility and no additional compensation is paid. Examples include Health Occupations and Cosmetology.

If additional assistance is needed due to an extended absence of one of the instructors, the affected instructor may request the need for a substitute which may not be unreasonably denied.

6. When a Student Support Services and Early On 1-150 staff is absent for an extended period of time and other staff in the same discipline have a less than full Caseload. The Administrator will meet with Association representatives to develop a plan.

**SECTION 6. SHOP RIGHT.** In consideration of the compensation and other benefits of employment provided to its employees, the Board of Education of the Ingham Intermediate School District retains ownership of any invention or materials produced by the employee, at the Board's direction and during employment by the Board. The employee will, at any time at the request of said Ingham Intermediate School District, at the expense of the District, execute any patent, copyright, trade name, or trademark papers as well as other such papers that said Ingham Intermediate School District may consider necessary or helpful in the prosecution of applications thereon or which may relate to any litigation or controversy in connection therewith. This Section

shall not apply to any invention or materials produced by an employee on his/her own time and which is not produced under the direction or supervision of the Board or its staff.

**SECTION 7. SUBSTITUTE FOR CONFERENCES.** No regularly scheduled parent conferences and/or IEP meetings shall be scheduled during the employee's student contact hours unless coverage is obtained for the classroom.

**SECTION 8. DECENTRALIZATION.** The Board will follow the decentralization provisions of Sections 380.1742 and 380.1743 of the Michigan Revised School Code if they are still in existence.

**SECTION 9. JOB SECURITY/CONTRACTING.** IIPSA recognizes the sole right of the Board to contract out bargaining unit work. However, the Board agrees that no instructional employee shall be laid off as a result of work being contracted out. The Board further agrees to notify IIPSA when bargaining unit work is being contracted out.

**SECTION 10. NON-TEACHING PROFESSIONAL STAFF VACANCIES.** The Board agrees not to staff any non-teaching professional staff vacancies with substitute employee(s) not covered by this collective bargaining agreement if said vacancy lasts ninety (90) calendar days or more and qualified bargaining unit employees are available to perform the work.

**SECTION 11. CASELOAD/CLASSLOAD.** The District is committed to maintaining caseloads within the Guidelines of the Michigan Department of Education. Guidelines published by the Michigan Department of Education for the operation of various programs will be considered in developing the staffing patterns for the district and be implemented to the extent practical and possible. The District will seek to ensure that all caseloads are balanced within a specific program area. Both parties understand that fluctuations in caseloads will occur. However, if an overload occurs for more than 10 days the supervisor will meet with the impacted employee to determine how the caseload will be brought back in line with the guidelines. The supervisor will do the following to alleviate the overload:

- 1) Shift students to balance the loads where practical; or
- 2) Bring in a substitute to alleviate the overload.

**SECTION 12. ADDITIONAL ASSIGNMENTS.** Excluding Early On Staff whose calendar is subject to Letter of Agreement 2011-08, any non-teaching assignments in addition to the normal working schedule during the regular school year or summer program shall be voluntary.

**SECTION 13. EMERGENCY ASSIGNMENT.** Except in emergency situations, no person shall be assigned to a non-teaching assignment outside the professional discipline for which he/she is qualified.

**SECTION 14. DUAL EMPLOYMENT.** Concurrent employment (self-employment or working for another employer) or study during the employee's regularly scheduled work day is strictly forbidden by this Agreement.

**SECTION 15. DAMAGE REIMBURSEMENT.** Damage to the personal property of an employee as the direct result of student contact will be reimbursed in accordance with Board policy #3934.00, dated February 18, 1986, or as subsequently amended.

**SECTION 16. EMPLOYEES' PROTECTION.** Any case of employment related assault or battery upon a teacher shall be immediately reported to the teacher's supervisor or in the supervisor's absence, the next level of supervision available and the Employee Protection Committee. The Employee Protection Committee shall develop policies and procedures for reporting and recording assaultive behavior of students to the appropriate agency, such as police agency, protective services, et al. The Employee Protection Committee (EPC) will be utilized to review and develop emergency health and safety processes, protocols and procedures for crisis team, staff, and students including student medical protocols. The EPC will meet (generally outside of student contact time) to continue data-driven decision making and on-going problem solving on issues mutually agreed to be within the scope of the EPC.

Upon written request, the Board will provide independent legal counsel of its choice to advise the teacher of his/her rights and obligations in connection with handling of the incident by law enforcement, judicial authorities and other related rights.

**SECTION 17. LOCAL DISTRICTS' FACILITIES.** When Intermediate District staff assigned to work in local districts believe their assigned work space is not conducive to pupil learning, they shall advise their immediate supervisor about the problem. He/she shall visit and view such facility within ten (10) days of being informed of the problem. The supervisor shall seek to resolve the situation with local district administrators. If this does not correct the problem, the supervisor will turn the problem over to the unit/program cabinet member. If this does not resolve the problem, the Association may seek a special conference through the Assistant Superintendent of Human Resources identifying the problem area in advance so that the necessary Assistant Superintendent/Department Head of the area will be in attendance. The Assistant Superintendent of Human Resources will notify the Association within 10 days of the special conference as to what action has or will be taken. In the event the problem remains unresolved, the Superintendent may be contacted for resolution of the problem. This section shall not be subject to the grievance procedure.

**SECTION 18. ADMINISTERING MEDICINE.** When it is necessary to administer medicine to students during school hours, it shall be administered in accordance with Board Policy #8534, dated April 19, 1983, or as subsequently amended.

**SECTION 19. CONSULTATION WITH THE ASSOCIATION.** In the event that the Board determines that multiple layoffs or transfers of non-teaching professional staff are necessary as a result of LRE the administration agrees to inform the Association and to meet with them prior to effectuating the layoffs or transfers to discuss the alternatives and ways to assist the laid off or transferred staff.

**SECTION 20. PROFESSIONAL MEMBERSHIPS.** The District supports the professional growth of its employees by providing up to One Hundred Dollars (\$100.00) to cover the amount of dues required for membership in professional organizations, provided, that no

employees shall lose existing professional growth programs that currently exceed the One Hundred Dollar (\$100.00) limit. Employees who desire to participate in membership of an organization must have the approval of their immediate supervisor. An organization for which an employee seeks membership should relate directly to his/her performance responsibilities, and, as such, provide support and opportunities for strengthening that employee's professional skills. Employees should anticipate their membership costs in budget planning, since approval may depend upon the availability of funds.

**SECTION 21. EMPLOYEE ASSISTANCE PROGRAM.** The District offers employees and their family members counseling services to help resolve life management issues before they seriously affect personal life and job performance. These services are available to employees and immediate family members without cost. However, where additional services from an outside referral source may be required, the employee would be responsible for any cost not covered by health insurance. All matters are confidential, and no information regarding participation in this counseling is entered into personnel files. Employment and promotional opportunities will not be affected for those employees who utilize the employee service.

**ARTICLE 15**  
**SCHOOL YEAR**

**SECTION 1. SCHOOL YEAR/WORK YEAR/HOLIDAYS.**

- A. **Classification 1-150.** The school year for Classification 1-150 shall consist of 185 working days. The following national holidays shall be observed:

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day

Professionals working in extended or year round programs/positions have in addition to the national holidays listed above Independence Day (July 4) and New Year's Eve Day.

- B. **Classification 151 and Above.** The offices of the Ingham Intermediate School District close on the following days and the employees are paid, but not expected to report for work. These days are:

Independence Day	Christmas Eve
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Martin Luther King Day
Christmas Eve Day	Memorial Day

When Independence Day falls on Saturday, the offices will close on the preceding Friday.

When Independence Day falls on Sunday, the offices will close on the following Monday.

When the Christmas Day and New Year's Day holidays fall on a Saturday, the office will be closed on the preceding Thursday and Friday. When the Christmas Day and New Year's Day holidays fall on a Sunday, the office will be closed on the preceding Friday

and the following Monday. When Christmas Day and New Year's Day fall on a Monday, the office will be closed on the holiday and the day following.

All full-time employees shall be entitled to receive holiday pay for the above list of holidays. Part-time employees shall be entitled to a pro-rata holiday pay for said holidays. To be eligible for holiday pay, an employee must work or be on an approved paid leave both on the employee's last scheduled work day before and their first scheduled work day following the holiday that occurs during their regular scheduled work year. See Letter of Agreement 2005-15.

**SECTION 2. SCHOOL CALENDAR.** The Board shall have the authority to set the calendar within the above parameters as it deems necessary in order to coordinate the calendar with those of local school districts as efficiently as possible. A copy of said calendar for each year is attached to the contract as Appendices A (Autism Spectrum Disorder Classroom – East Lansing), B (Autism Spectrum Disorder Classroom – Stockbridge), C (Early On Special Education Services – 185 Day Staff), D (Evergreen Program), E (Heartwood School), F (Ingham Academy), G (Malcolm Williams School), H(Project SEARCH), I (SAIL - School to Work Program), J (Secondary Learning Center), K (Student Support Services Staff), L (St. Vincent Home School), M (Wilson Talent Center). The parties will, as they have in the past, meet and confer in regards to the school calendar.

Staff who have completed their work on the Friday preceding the Monday, last day of school, will not be required to appear on Monday.

**SECTION 3. MAKE-UP DAYS.** In accordance with Public Act 239 of 1984, all school districts must provide for the make-up of student instructional days lost when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by City, County, or State Health authorities, in order to receive one hundred percent (100%) of the State Aid Appropriation. Beginning in September 1986, the Board shall have the authority to reschedule any student instruction days lost in order to coordinate these make-up days with those of local school districts consistent with Rule 340.11. The Board will take into consideration the common calendar when rescheduling these days. The Board and the Association agree that this provision is solely intended to meet the mandate of the legislature and that should any changes be made in such legislation, the calendar will be changed to comply with the law after meeting and conferring with IIPSA.

**SECTION 4. PREPARATION/PLANNING/AND RECORD DAYS.** The school calendar shall include two (2) days, called preparation days. The preparation days will be during the first week of school, excluding Early On and the last day of school. The first Early On preparation day will be identified annually on the calendar (typically in September). The Board may utilize half of the first preparation day back to school for district-wide or program level meetings with the other half reserved for staff preparation time.

The school calendar shall include three (3) one-half (½) planning days to be scheduled per year.

The school calendar shall include two (2) one-half (½) days called Record Days.

It is strongly recommended and encouraged that 151+ Early On staff be scheduled for Records Days and for collaboration with Early On 1-150 staff on planning days, as described above.

Student Support Services and Early On 1-150 staff assigned to a local district shall observe the district's school calendar for record days, planning days and professional in-service days. Since some Student Support Services and Early On 1-150 staff service more than one local district, at a minimum, those staff shall have the same preparation, planning, and record days as all other bargaining unit professionals set forth herein. They shall also have no more preparation, planning and record days than other bargaining unit employees.

Student Support Services and Early On 1-150 staff shall receive a minimum two (2) hours per week for report writing. Beginning in 2018-19 this will be increased to four (4) hours per week. Beginning in 2018-2019, all Medicaid reports (e.g., service logs and monthly summaries) shall be submitted not later than the end of the month following the month of service. If Medicaid funding is eliminated, report writing shall be reduced to three (3) hours.



## ARTICLE 16

### DAILY TRAVEL MILEAGE REIMBURSEMENT

**SECTION 1. REIMBURSEMENT CONDITIONS.** Employees shall be paid mileage reimbursement as provided in Section 3, when required to furnish their own transportation for travel necessary to the performance of their job responsibilities. Employees will not be reimbursed for travel from their homes to their place of employment.

**SECTION 2. COMPUTATION.** For travel within Ingham ISD, reimbursable mileage will be computed on the basis of actual miles logged from employee's first workstop to any other assigned workstop. Each employee shall be responsible for his/her own transportation between home and first workstop of the day and last workstop of the day and home.

For travel outside Ingham ISD, reimbursable mileage will be computed on the basis of actual miles logged, less normal commute miles. Commute miles are the miles between home and the otherwise scheduled first workstop of the day, and between home and the otherwise scheduled last workstop of the day.

#### **EXAMPLES:**

**Example 1.** A staff member is assigned to work in Williamston on Monday and Tuesday and Stockbridge on Wednesday to Friday. The staff member lives in East Lansing and travels to and from his/her place of assignment each day. No mileage reimbursement is allowed.

**Example 2.** A staff member is assigned to work in Williamston on Monday and Tuesday and Stockbridge on Wednesday to Friday. The staff member lives in East Lansing and travels to and from his/her place of assignment each day except on Tuesday. The staff member travels to his/her place of assignment on Tuesday. The staff member is required to attend a staff meeting at the IISD, Thorburn Education Center at 2:00 p.m. Mileage from Williamston to the IISD is allowed for reimbursement. The staff member then returns home. No mileage is allowed from the TEC to home because the TEC is the last workstop of the day.

**Example 3.** A staff member is assigned to work in Okemos. The staff member lives in Webberville. Mileage to and from home to Okemos is not reimbursable. However, the staff member is required to attend a staff meeting at the IISD, Thorburn Education Center at 2:00 p.m. Mileage from Okemos to the IISD is allowed for reimbursement. The staff member then returns home. No mileage is allowed from the TEC to home because the TEC is the last workstop of the day.

**Example 4.** A staff member is assigned to work in Okemos. The staff member lives in Webberville. The staff member must travel 80 miles from home to Grand Rapids to attend a conference. The staff member's regular commute (Webberville to Okemos) is 15 miles. The staff member is eligible for reimbursement of 65 miles each way, which is the total miles of 80 less 15 miles of home to regular first assigned workstop.

**Example 5.** A staff member lives in Haslett and is assigned to work at the TEC. The staff member works at the TEC in the morning, then travels to the Kellogg Center to attend a meeting which lasts through the end of the day. The staff member then travels home. Mileage reimbursement is from the first workstop, the TEC, to the 2<sup>nd</sup> workstop, the Kellogg Center. Mileage from the Kellogg Center to home is not reimbursable because the Kellogg Center is the last workstop of the day.

**Example 6.** A staff member lives in Haslett and is assigned to work at the TEC. The staff member works at the TEC in the morning, then travels to the Kellogg Center to attend a meeting which lasts through mid-day, then returns to the TEC to work the remainder of the day. The staff member then travels home. Mileage is reimbursable from the first workstop, the TEC, to the 2<sup>nd</sup> workstop, the Kellogg Center. Mileage is also reimbursable from the 2<sup>nd</sup> workstop, the Kellogg Center, to the 3<sup>rd</sup> workstop, the TEC. The TEC is the last workstop of the day and mileage home is not reimbursable.

**Example 7.** A staff member lives in Perry and is assigned to Okemos on Mondays, Wednesdays and Fridays and at White Pine Academy in Leslie on Tuesdays and Thursdays. On Wednesday afternoon the staff member attends an IEP at White Pine. Mileage is reimbursable from Okemos to White Pine in Leslie. Mileage from White Pine to home is not reimbursable since White Pine is the last workstop of the day.

**Example 8.** A staff member lives in Perry and is assigned to Okemos on Mondays, Wednesdays and Fridays and at White Pine Academy in Leslie on Tuesdays and Thursdays. On Wednesday morning the staff works in Okemos as scheduled, but in the afternoon the staff member attends an IEP at White Pine. Mileage is reimbursable from Okemos to White Pine. The staff member then attends a meeting at Mason High School. Mileage is reimbursable from White Pine, the 2<sup>nd</sup> workstop, to Mason High School, the third workstop. Mileage after leaving Mason High School is not reimbursable since it is the last workstop of the day

**SECTION 3. REIMBURSEMENT RATE.** The mileage reimbursement rate shall be the current IRS allowance.

**SECTION 4. TRANSPORTATION OF OTHERS.** The District does not provide automobile insurance for bargaining unit members for their personal vehicles during the course of their employment. No bargaining unit member shall transport students or parents of students in their personal vehicle during the course of their employment.

**SECTION 5. CLAIMS.** Claims for mileage and other expense reimbursement shall be made on forms provided by the Business Office and submitted to the immediate supervisor for approval.

**SECTION 6. OUT OF STATE TRIPS.** On out-of-state trips, the decision whether to authorize travel by private automobile, air or other means will be made based on the most economical means for the School District, taking the employee's time into consideration. If travel by private automobile is authorized, the amount reimbursed shall not exceed the cost of regular airfare, coach class, to the same destination. Should travel to a conference or other school district business be combined with a vacation or other leave, the amount reimbursed shall be based on the mileage to the conference site or location of such school district business via the most public direct road, and the amount reimbursed shall not exceed the cost of regular airfare, coach class, to the same destination.

**ARTICLE 17**  
**ABSENCES WITH PAY**

**SECTION 1. SICK LEAVE.** At the beginning of each school year, sick leave shall be awarded according to the following schedule:

44-52 week employees	twelve (12) days per year
40-43 week employees	eleven (11) days per year
Up to 40 weeks	ten (10) days per year

This benefit will be prorated for employees hired after the beginning of the normal contract year. Part-time employees working half-time or more shall have sick leave prorated to the nearest quarter hour. Unused portion of sick leave will be accumulated. The use of sick leave (sick leave days) will be computed and deducted on an hourly basis.

Professionals (Classification 1-150) who are employed beyond the school year in programs in which they are not required to work shall accrue one-half (½) day (3.5 hours) of sick leave for each sixty (60) hours of work performed. Unused sick leave will be credited to the individual's accumulated leave account.

**SECTION 2. USE OF SICK LEAVE.**

- A. Sick leave hours shall be granted for prescheduled appointments in one-quarter hour increments for Student Support Services and Early On 1-150 staff and all other nonclassroom professionals during the work day. The employee shall give notice of such use to his/her supervisor forty-eight (48) hours in advance.
- B. Professional staff, except as identified above, shall be granted sick leave hours for prescheduled appointments during student contact time if:
  - 1. Notice of intent is given forty-eight (48) hours in advance, and
  - 2. Sick leave time (Classification 1-150) may be used during student contact time in the following increments:

One day	=	7.0 hours
One-half day	=	3.0 hours
Hourly	=	if no substitute is needed or available (minimum of one-quarter hour increments)

- C. Sick leave may be taken for a medical emergency or illness with administrative approval at any time.
- D. For purposes of this Article, immediate family shall be defined as: mother, father, step-parents, husband, wife, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, step-child, grandparents, grandchild.

**SECTION 3. ACCESSING SICK LEAVE.** Sick leave shall be granted with schedule specified herein, subjected to the following conditions: each employee shall present a signed statement indicating the reason for such absence, such statement to be filed with the administrator in charge of the program.

- A. Personal illness or injury.
- B. Serious illness or injury in the immediate family.
- C. Bereavement in the immediate family. This leave shall be for a maximum of five (5) days per bereavement.
- D. Funerals. Single day leaves may be granted for attending funerals for persons other than in the immediate family. An additional day may be given for funerals in excess of 200 miles from Mason.
- E. In the event that an employee determines that he/she cannot report for work on a scheduled work day because of the severity of weather conditions, then the employee will be charged for a personal leave day or a sick leave day if no personal leave is available. If no sick leave is available then unpaid leave will be charged (see Non-contract Language).

**SECTION 4. ADJUSTED WORK TIME/FLEX TIME.** Adjusted work time/flex time may be accumulated and utilized in accord with Article 13, Section 6,

**SECTION 5. PERSONAL LEAVE.**

- A. Employees shall be provided two (2) days of personal leave per year. Unused leave hours shall be added at the end of the year to the employee's sick leave account.
- B. An employee who has accumulated a hundred (100) days of sick leave as of June 30 of any contract year, shall be entitled to an additional one (1) day of personal leave over and above those stated in Section A in the following contract year.

**SECTION 6. COMPUTATION OF PERSONAL LEAVE.** Personal leave shall be credited in the following manner:

- A. If the employee works the full contract year, two (2) days of personal leave will be granted. For employees employed less than a full contract year, personal leave will be pro-rated on a monthly basis. For example, if an employee is hired December 1 in an IIPSA Classification 1 - 150, the employee would be entitled to 7/10 of 2 days of personal leave.
- B. Part-time contractual employees working half-time or more, shall have personal leave days prorated to the nearest quarter hour.

**SECTION 7. USE OF PERSONAL LEAVE.** Personal leave may be granted with supervisor approval as follows:

- A. Personal leave may be granted during student contact time in hourly increments.
- B. Personal leave may be granted during non-student contact time in one quarter (1/4) hour increments.

**SECTION 8. REASONS FOR PERSONAL LEAVE.** Personal leave days may be granted and used for:

- A. Any purpose covered by sick leave.
- B. Personal business that cannot be conducted other than during working hours.
- C. Conferences and workshops related to the employee's job assignment with the Ingham Intermediate School District.
- D. Home or personal emergencies.

- E. Religious holidays.
- F. Personal lobbying activities.
- G. In the event that the employee determines that he/she cannot report for work on a scheduled work day because of the severity of weather conditions, then the employee will be charged for a personal leave day or a sick leave day if no personal leave is available. If no leave is available then unpaid leave will be charged (see Non-contract Language).

**SECTION 9. LIMITATIONS.**

- A. Except for emergency purposes, a professional employee taking personal leave hours shall file notice of intent to take such a day, checking one of the purposes above, with the administrator in charge of the employee's program at least five (5) days prior to the date of such leave.
- B. Except in cases of emergency, personal leave must have prior administrative approval.
- C. Personal leave hours shall not be granted for the day prior to or following a holiday or recess other than for emergencies.

**SECTION 10. WORKERS' COMPENSATION/PHYSICAL ASSAULT-INJURY/ILLNESS.** All employees are protected by Workers' Compensation Insurance for work related accidents or illnesses as required by law. All work related injuries, no matter how slight, must be reported by the employee to the Human Resources Office on an accident report form within twenty-four (24) hours of occurrence. In order to be a recipient of the benefits of this Section, an employee or his/her designated representative (inclusive of the bargaining representative) shall submit a worker's compensation claim form within seventy-two (72) hours of the injury/accident unless there are unforeseen events that befall staff. The Office of Human Resources will file all worker's compensation claims after they have been reported.

An injured person is encouraged to be seen by a physician. If this is done, the physician, hospital, pharmacy or other charges are to be billed to the District and sent to the Human Resources Office. Employees are not to use their own health insurance in this situation. If the injury is a result of an assault by a student, the employee is to check with the Human Resources Department for a review of the assault policy.

The IIPSA President will be copied on any Workers' Compensation applications submitted. Further, the IIPSA President will be permitted access to all copies of injury reports concerning IIPSA staff members.

The following shall apply for all work related accidents or illnesses:

A. Physical Assault.

- i. An employee who suffers injury from a physical assault as a result of an employment-related activity shall be paid one hundred (100%) percent of his/her full wages by the District for the period that the employee is absent from work, up to a maximum of forty-five (45) work days.
- ii. After the initial forty-five (45) work day period referred to in (A)(i) above, accrued sick leave, vacation leave or personal leave may be utilized to maintain the difference between the workers' compensation payment and the employee's regular salary or wage, until such sick leave is exhausted.
- iii. When an employee receives the workers' compensation benefits he/she will reimburse the Board so that the employee's compensation shall not exceed his/her regular weekly pay, as long as payments are received from the District pursuant to (A)(i) and (ii) above.

B. Injury/Illness.

- i. An employee who suffers an injury/illness, except physical assault addressed in (A) above, as a result of an employment-related activity shall be paid one hundred (100%) percent of his/her full wages by the District for the period that the employee is absent from work, up to a maximum of thirty (30) work days. In situations where the alleged injury/illness may not be sick under worker's compensation, the employee may have to utilize their accrued sick leave, vacation leave if applicable, or personal leave prior to the determination and if sick, Section 9 (B)(i) shall be applied retroactively with full restoration of benefits utilized. If an employee does not have any type of sick leave, vacation leave or personal leave, they will be paid up to thirty (30) days pursuant to this Section or until they are determined to be ineligible under the worker's compensation laws, whichever occurs first. If they are determined to be ineligible, then Association and Board representatives will meet to determine if the monies



should be paid back for all time utilized and/or how the payments will be made for time paid.

- ii. After the initial thirty (30) work day period referred to in (B)(i) above, accrued sick leave, vacation leave or personal leave may be utilized to maintain the difference between the workers' compensation payment and the employee's regular salary or wage, until such sick leave is exhausted.
  - iii. When an employee receives the workers' compensation benefits he/she will reimburse the Board so that the employee's compensation shall not exceed his/her regular weekly pay, as long as payments are received from the District pursuant to (B)(i) and (ii) above.
- C. While an employee is receiving workers' compensation benefits, fringe benefits normally received by the employee shall continue for a period of up to one (1) year from the date of injury. The affected employee may then apply to the Catastrophic Disability Committee for the continuation of medical, life, dental and optical up to one (1) additional year through the Catastrophic Illness Committee.
- D. Prior to returning to work (if absent for more than two [2] full days), the employee shall present a release from his/her doctor to return to work with any restrictions noted. The District retains the right to refer the employee to a physician of its choice at the expense of the District.

**SECTION 11. ABSENCE RESPONSIBILITY.** The employee unavailable for work has the following responsibilities:

- A. **Classification 1-150**
- 1. The employee must use the designated system or call up to two people designated by his/her building/program administrator as soon as possible but no later than 6:30 a.m. to report unavailability for work. Each employee shall at the time of reporting the absence, state the type of leave being taken and the anticipated length of absence.
  - 2. Employees assigned to work in local districts must call the people designated by their supervisor prior to

the beginning of the school day to report unavailability for work.

**B. Classification 151 and above**

1. Employees unavailable for work have the following responsibilities:

Employees must call the person designated by his/her building/program administrator to report unavailability for work. This must be done by 8:00 a.m. for those working a regular day time schedule and at least one (1) hour before the normal reporting time of employees operating under other work schedules. Each employee shall, at the time of reporting the absence, state the type of leave being taken and the anticipated length of absence.

**SECTION 12. REPORTING OF INJURIES.** All work related injuries, no matter how slight, must be reported to the Office of Human Resources within 24 hours. The employee may be referred to a doctor at the expense of the Intermediate School District.

**SECTION 13. COMMITTEE ON CATASTROPHIC ILLNESSES.** A bipartisan committee has been created to review cases of a staff member who suffers a grievous disability which does not allow that person to work at any employment currently or in the foreseeable future. This person may apply to the committee for continuation of benefits. In turn, the committee will make recommendation to the Superintendent whose decision is final. The process is set forth in Section 14 below. A professional who has exhausted all earned time off leave credits and is on catastrophic approved benefits, shall not accrue sick leave, personal or vacation leave during the catastrophic benefit period.

## **SECTION 14. CATASTROPHIC DISABILITY COMMITTEE.**

**Definition of "Catastrophic"**. A staff member who suffers a grievous disability which does not allow that person to work at any employment currently or in the foreseeable future.

### **Recommendations for Review of Catastrophic Disability Cases.**

#### **A. Appointment of Ad Hoc Committee.**

- i. An Ad Hoc Committee will be designated for each situation where consideration of catastrophic disability is necessary.
- ii. Committee members will include the Human Resources administrator, the supervisor of the involved employee, the IIPSA President and a member designee.

#### **B. Process and Timelines.**

- i. Counseling/employee information regarding options, including procedure for requesting approval under catastrophic disability.
- ii. The employee initiates a request for Committee review/recommendation for approval to access catastrophic benefits. This includes consent to obtain physician/medical reports. Request is sent to IIPSA President and Human Resources administrator.
- iii. Based upon the employee involved, the four Ad Hoc Committee members are appointed.
- iv. Committee convenes/reviews guidelines (HR administrator) and deliberates on the employee's situation, including medical information submitted by the employee. If deemed necessary, the Committee may request a second medical opinion.
- v. The Committee "votes" individually, by completing a standard form. This includes each member's recommendation and rationale for approving or not approving the employee's request.

- vi. Within fifteen (15) work days of the employee's request to HR administrator, the Committee's recommendation is sent to the Superintendent, with a copy to the employee.
- vii. If the Committee's vote is split (2-2) or a "no" majority, the employee may request a meeting with the Superintendent to appeal the Committee's recommendation. (If the Committee's vote is majority "yes" employee's meeting with Superintendent is unnecessary.)
- viii. Superintendent reviews the Committee's recommendation and makes a decision to approve/not approve within five (5) work days.
- ix. Benefits start with the Superintendent's approval and may extend up to two (2) years. (The District would pick up medical, life, dental, and optical for the approved time.)\*

C. **Committee Actions.**

- i. Discussion of procedures, timelines, examples of prior cases (HR administrator).
- ii. Committee decides whether the employee's physician statement/medical information as submitted provide a sufficient basis for a recommendation. If not, additional medical information may be requested.
- iii. Options for employee/employee advocate presentations to the Committee include: at Committee request (for additional information); at employee's request; or deemed not necessary. An advocate may be appointed to represent the employee if the disability/condition prohibits employee participation.
- iv. Committee deliberations/discussion of case (employee is not present).
- v. Each Committee member completes a form with vote to approve or not approve and rationale (why the case does/does not meet definition of "catastrophic").

- vi. Review Committee votes and considers possible alternatives for the employee involved (retraining, worker's compensation, LTD, retirement, etc.).
- vii. Completion of Committee determination and recommendations sent to Superintendent with copy to the employee. (Superintendent's copy includes attachment of individual Committee forms.)

D. In order to receive catastrophic benefits, the staff member must be a current employee of the Board.

\*The time frame parameters need to be defined in terms of employee status, sick bank time, etc.

## ARTICLE 18

### UNPAID LEAVE OF ABSENCE

**SECTION 1. LEAVE/REINSTATEMENT.** Upon administrative approval the following leaves may be granted without pay and the employee retains any previously accumulated benefits. Whenever possible, except as stated in Section 2, an employee (not assigned to a position designated as Teacher within Article 1) is reinstated in his/her previously held position or in one of comparable responsibility.

**SECTION 2. CHILD CARE LEAVE.** A non-probationary employee who has worked for the Board for two (2) or more years, may request an unpaid leave up to ninety (90) work days subject to the following conditions:

- A. The employee must apply for the leave approximately six weeks prior to the anticipated beginning of the leave.
- B. The leave must have prior approval of the Superintendent.
- C. Benefits may be purchased by the employee.
- D. If this leave is taken consecutively with sick leave and/or sick bank or other special leaves, the total leave days shall not exceed one hundred fifteen (115) days.
- E. During child care leave the employee's position shall not be considered vacant, and the non-teaching professional staff employee shall be entitled to return upon completion of the leave.

**SECTION 3. PARENTAL AND/OR ADOPTIVE LEAVE.** Parental/adoptive leave may be granted for a period not to exceed two (2) years. (In the case of adoptive leave, the adopted child must be less than 5 years of age at the time of custody to be eligible for leave.) Upon completion of the leave, re-employment shall be subject to an available position, however, the non-teaching professional staff employee shall have preference for re-employment for any position for which he/she is qualified that is or becomes vacant, but shall not be guaranteed the return to his/her former position.

**SECTION 4. EXTENDED UNPAID LEAVES.** Leaves not to exceed a maximum of one (1) year, with re-employment subject to the availability of an appropriate position may be granted for:

- A. Study
- B. Foreign assignment
- C. Serious illness (personal or family)
- D. Exchange teaching
- E. Political office.

An employee may apply for an extension of the special leave for an additional year.

**SECTION 5. MILITARY LEAVE.** Leave is granted to any employee called into military service. Application for reinstatement must be made within the time periods established by applicable law.

**SECTION 6. SHORT TERM UNPAID LEAVES.** Unpaid leaves of twenty (20) days or less may be granted upon administrative approval for a variety of reasons. Prior to approval of such unpaid leave all available applicable appropriate leave (such as sick leave in the case of a medical leave and personal time for a personal leave) shall have been used except when the employee is applying for sick bank.

**SECTION 7. INSURANCE BENEFITS FOR EMPLOYEES ON LEAVES OF ABSENCE.**

A. **On Unpaid Leave.**

1. Health, life, optical, dental. An employee may purchase group insurance upon request for a maximum of twelve (12) months at group rates. After that time there is an option for conversion. If an employee on leave terminates employment or the leave is not renewed, the employee may enroll for COBRA benefits at group rates plus a two (2%) percent administration fee for eighteen (18) months. The premiums must be paid to the school district on or before five (5) days prior to the first of the month for which the premium is being paid. For example, the premium must be paid on or before November 25 for December insurance benefits.
2. LTD is not available while on unpaid leave. It will be reinstated upon return to employment.

3. Liability insurance and workers' compensation covers employees only when actively carrying out the duties of the position on regular paid status.
- B. **On Sabbatical Leave.** All benefits may be retained except workers' compensation and liability insurance. The cost is prorated if the employee is not full time. The employee's share is to be paid in advance to the Business Office.

**SECTION 8. FAMILY AND MEDICAL LEAVE ACT.** Leaves contained herein shall be subject to the Family and Medical Leave Act where applicable. (See Article 9(1)(H) and FMLA Board Policy 6323.10, subject to revisions of the Board.)

**SECTION 9. BOARD POLICY 6323.10--FAMILY AND MEDICAL LEAVE ACT.**

- A. In accord with the Family and Medical Leave Act, the Board of Education will provide up to twelve (12) weeks of unpaid leave to all eligible staff during the fiscal year (July 1 – June 30) for one or more of the reasons specified in Appendix S.
- B. The superintendent has developed administrative guidelines (6323.10R(1)) consistent with the Family Medical Leave Act to provide guidance to staff that need to utilize this time. Except as mandated by law, the guidelines will not be amended without prior notice to IIPSA.



## ARTICLE 19

### JURY DUTY

**SECTION 1. JURY DUTY.** Employees selected for Jury Duty should immediately report this to their appropriate supervisor. In the event that Jury Duty is performed during working hours, Ingham Intermediate School District will pay the difference between the Jury Duty pay and the employee's regular pay for the period absent. Each week, the employee must obtain a jury slip for the appropriate court office and submit same to the supervisor.

**SECTION 2. SUBPOENAS.** In the event that an employee receives a subpoena, one of the following courses or action should be taken:

1. **Work-related Circumstances.** When an employee receives a subpoena related to the ISD, that person is required to be a witness in dispute. The dispute may be a part of special education due process procedures, such as a hearing or arbitration. The dispute may also involve a criminal or civil proceeding in the State or Federal court system. Whatever the nature of the dispute, the person who receives the subpoena will be required to provide information relevant to the dispute.

The employee involved in such a situation should immediately forward to his/her supervisor a copy of the subpoena who will, in turn, notify the division head and Superintendent. Assistance will then be given to the employee in determining his/her responsibilities as a witness directly related to the resolution of the dispute.

2. **Student Records.** An employee receiving a subpoena for student records should immediately route the subpoena to the division head for determination of action to be taken.
3. **Personal Matters.** An employee who receives a subpoena related to personal matters should request from his/her immediate supervisor the appropriate amount of sick time (personal days) needed to address the situation.

## ARTICLE 20

### SICK LEAVE BANK

**SECTION 1. COOPERATION.** The Sick Leave Bank is supervised and administered by the Association. The Human Resources Office will assist the Association with record keeping where necessary and the Assistant Superintendent of Human Resources will hear appeals as outlined in Section 4 below.

**SECTION 2. PURPOSE.** The purpose of the Sick Leave Bank is to provide certain extended leave benefits to participating staff members through a shared donation of sick leave days. This Agreement in no way alters the existing sick leave policy of non-participating employees.

#### **SECTION 3. MEMBERSHIP.**

- A. Participation will be on an optional basis only
- B. All IIPSA members are eligible to participate in the Sick Leave Bank. Those who desire to participate in the Sick Leave Bank shall do so in the following manner:
  - i. IIPSA members in both Classification 1-150 and 151 and above must certify to the Human Resources Office at least ten (10) working days before September 15 of each sick bank year, their intent to participate in the Sick Leave Bank.
  - ii. For new hires and/or newly promoted employees, they must certify to the Human Resources Office at least fifteen (15) working days from their date of hire and/or promotion, their intent to participate in the Sick Leave Bank.
  - iii. IIPSA members who do not meet the criteria set forth in (B)(i), (ii), or (iii) above may not participate until the following yearly cycle.
- C. Once admitted, members (including newly hired IIPSA members) may not draw from the Sick Bank for one (1) year from date of entry into the Sick Bank. Once admitted, employees may not withdraw their donated sick days, nor their permission to be assessed days during the bank year.

- D. Membership shall be continual, but any employee may choose to end membership by stipulating to that effect in writing to the Human Resources Office at least ten (10) working days prior to September 15 of each Sick Bank year. No days will be assessed against an employee who withdraws, nor shall they be eligible for any further bank benefits from the date of withdrawal. Renewal of membership may be made the following bank year. However, vesting for use shall be one (1) year thereafter.

#### **SECTION 4. ADMINISTRATION.**

- A. The Association Sick Bank Chair shall make a determination regarding the allocation of a specific number of sick leave days from the bank to each participating employee at the time of the employee's request, according to the criteria herein established.
- B. Should the employee believe that the Association's Sick Bank Chair has misinterpreted the criteria in his or her case, that employee may first appeal the allocation to a committee consisting of three representatives of the Association. Said Sick Bank Review Committee will consist of IIPSA Legal Counsel, an IIPSA Executive Board Member, and the Sick Bank Chair. Such committee shall meet and review the allocation made by the Association's Sick Bank Chair within five (5) days of the appeal. Should the committee decide that an error was made by the Association's Sick Bank Chair in the interpretation of the criteria, the committee shall recommend corrective action to the Association's Sick Bank Chair. Copies of the committee's recommendation shall be forwarded to the Association and the employee involved.
- C. Further, the Review Committee shall meet annually, on a date established by its chairman between May 15 and the close of the school year, to review the administration of the sick leave bank and to make any recommendations for change it believes necessary to the Association. Sick bank guidelines may be modified at any time upon the direction and approval of the sick bank "Review Committee". Copies of current guidelines shall be annually provided to the Assistant Superintendent of Human Resources.
- D. An employee dissatisfied with the Association Committee's decision may appeal to the Assistant Superintendent of Human Resources, whose decision on the appeal is final and not subject to the grievance arbitration procedure.

**SECTION 5. REPLENISHMENT.** On September 15, of each contract year, all participating staff will donate up to one full leave day to be placed in the leave bank. Assessment will be based on (1) the number of days needed to reach a minimum number of 226, and (2) the number of participating employees.

Upon depletion of the bank during the same contract year, the members will donate on January 15, up to one full leave day at request of the Sick Bank Chairperson and notification of the Human Resources Office

**SECTION 6. QUALIFYING PROCEDURES.**

- A. Applications for Sick Leave Bank benefits will be made in writing and submitted to the Assistant Superintendent of Human Resources and the Association's Sick Bank Chairperson.
- B. Applications must be accompanied by a physician's statement concerning the employee's disability. Disability shall mean the inability to perform the essential functions of the employee's regular occupation as a consequence of a physical or mental condition as specified within the Family Medical Leave Act (FMLA) for a "serious health condition".
- C. The Association's Sick Bank Chair and/or the Review Committee shall have the right and opportunity to require a physical examination of the employee by a physician of its own choosing as often as it may reasonably require. The expenses incurred shall be borne by the requesting party.
- D. An updated physician's statement certifying continued disability may be required periodically.

**SECTION 7. LIMITATIONS.**

- A. Participating employees may be required to provide additional documentation from their physician if they are requesting more sick leave beyond the original submitted request. This additional request will be considered by the Association's Sick Bank Chair as outlined in the Sick Bank Guidelines. A doctor's statement shall be required indicating that the employee is physically and/or mentally unable to return to work and perform the essential functions of their assignment.
- B. No member can receive extended sick leave days beyond his/her current contract termination date unless they have a contract with the district for the next contract year. Employees whose sick bank

extends into the next contract year will not be eligible for restoration days except as outlined in the Sick Bank Guidelines

- C. No member can receive sick bank benefits beyond 90 calendar days.

**SECTION 8. ELIGIBILITY.**

- A. A participating employee becomes eligible for benefits of the Sick Leave Bank after the depletion of his/her accumulated sick leave. Following depletion of the employee's sick leave there may be a waiting period before receiving sick bank benefits. The waiting period will be determined by the number of accumulated sick days that the employee has on September 15 for employees in Classifications 1-150 and July 15 for Classifications 151 and above, of the school year during which the request for sick bank benefits is received by the Association's Sick Bank Chair .
- B. The waiting period will be as follows:

<b>Accumulated Sick Leave</b>	<b>Waiting Period</b>
196 or more hours	0 days
175-195 hours	1 day
154-174 hours	2 days
133-153 hours	3 days
112-132 hours	4 days
111 or less hours	5 days

- C. Employees receiving sick bank benefits will agree to return to work for a period of not less than sixty days if physically and mentally able to do so. The return to work shall occur as soon as the employee is physically and mentally able, unless an extended leave is granted, in which case the employee will return to work upon termination of the leave.

Employees who terminate their employment for any reason other than physical or mental disability which makes it impossible to perform the essential functions of their assignment without returning to work will be required to make full restitution to the Association for all monies paid for time taken from the sick bank when notice of resignation or termination is given. Restitution shall be made by

payroll deduction from any amounts then owed to the employee. If there are insufficient funds from which to deduct any overpayments, then the employee shall be invoiced for the remaining balance due and shall sign a note promising repayment in a form satisfactory to the District.

Employees who return to work for less than the full sixty days and then terminate will be required to make a pro-rated restitution.

Any days for which restitution is made will be restored to the bank.

- D. An employee receiving sick bank benefits may return to work and remain eligible for sick bank benefits for a period of one year from the date of the original application for such benefits should the illness recur. In such cases the waiting period will be waived.

#### **SECTION 9. RESTORATION.**

- A. Any employee having returned to his/her duties who has qualified to draw from the Leave Bank, will be granted a number of non-accumulated sick days to be taken from the Leave Bank and placed in his/her personal sick leave account (Restoration Sick Days).
- B. Restoration days will be granted in accordance with the sick bank guidelines but will not exceed one full day for each full month the employee is back to work through the end of the contract year.
- C. These days will not be carried forward to the following school year.
- D. Further, any employee, who, during the school year has been forced by a major illness or mental condition to exhaust his/her personal sick leave account, will be eligible for restoration, as provided in A, B, and C above, provided there were twenty-five (25) accumulated sick leave days in his/her personal account on the first day of the contract year. A physician's statement to certify the condition may be required. An employee need not have drawn on the Bank for this restoration. A major illness or mental condition shall be determined to exist if it requires an absence of fifteen (15) consecutive working days.

## ARTICLE 21

### SEVERE WEATHER CLOSING/EMERGENCIES

**SECTION 1. NOTIFICATION.** In the event that severe weather occurs and the Superintendent determines that the entire district operations shall be closed, such notification will be made to local radio and television stations. In addition, employees will be notified through the District notification system. When announced, employees will not be expected to report for work.

**SECTION 2. ABSENCE OF NOTIFICATION.** In the absence of such a notification, all employees will be expected to report for work. If a local school in which an employee serves is closed by severe weather, it shall be the responsibility of the employee to report in person to the Intermediate Office.

**SECTION 3. FAILURE TO REPORT.** In the event that an employee determines that he/she cannot report for work because of weather conditions and the Superintendent does not close the Intermediate District, then the employee will be charged for a personal leave day or a sick leave day if no personal leave is available. If no sick leave is available then unpaid leave will be charged. (see Non-contract Language)

**SECTION 4. HEARTWOOD SCHOOL.** Because of the physical conditions of many of the handicapped children who attend the Heartwood School and because of the extensive transportation system that supports the School, it may be necessary to close the Heartwood School under weather conditions that would not require closing the entire District. When this condition exists, notification of closing the Heartwood School only, will be made to local radio stations and the Heartwood School employees will be expected to report to work. (see Non-contract Language)

**SECTION 5. STAFF ASSIGNED TO CONSTITUENT DISTRICTS.** Staff members assigned to a constituent district program shall report to the Intermediate District if the school district to which they are assigned is closed, and the Intermediate District is open. (see Non-contract Language)

**SECTION 6. PARTIAL CLOSING.** Closing of a building or a portion of a building for any reason; such as boiler failure, power failure, or any other reason deemed valid by the Superintendent, shall not diminish the responsibilities of the employees assigned to other buildings or portions thereof. Upon such closing, the Board may temporarily assign employees to work in other locations.

**SECTION 7. USE OF LEAVE.** If the Ingham Intermediate School District is closed due to severe weather, no sick leave days or personal leave days will be charged to employees who have requested such leave for the day on which school is closed.

## ARTICLE 22

### INSURANCE BENEFITS

**SECTION 1. LIFE INSURANCE.** Group term life insurance will be provided in the amount of two (2) times the salary with A.D. and D. Benefit, per full-time employee. The premium of the term life insurance policy is paid in full to a life insurance company selected by the Board for the duration of each full-time staff member's employment. This policy shall be convertible to a term policy sponsored by said company upon termination of employment without evidence of insurability. For employees working half time or more, but less than full time, life insurance premium payments shall be prorated.

### **SECTION 2. HOSPITALIZATION COVERAGE.**

#### **PART A 2020-2011 CONTRACT YEAR**

Effective in the contract year 2020-2021 the health plan options offered shall be as agreed upon by these parties, following the recommendation of the HCCCC, and subject to the rules of the carriers.

Any plan option with zero (0) participants after open enrollment shall be eliminated unless reinstated by the Health Care Cost Containment Committee.

If there is a plus or minus 10% change in enrollment such that the health insurance carriers change their rates for the 2020-2021 year, then there shall be additional open enrollments as soon as possible.

Commencing with July 1, 2020, the District's monthly health care insurance premium shall not exceed the following amounts:

Single	\$637.25
2 person	\$1,358.86
Family	\$1,434.36

Any applicable insurance premium less than the 2020-21 amounts will be fully paid by the Board and no payroll deductions by Professional Staff will occur, provided that the District's annual contributions for health care costs for IIPSA bargaining unit members do not exceed the limitations stated within section 3 of the Publicly Funded Health Insurance Contribution Act, MCL §15.561-.569. Any applicable insurance premium more than the above amounts will be the employee's responsibility and shall be paid via payroll deduction.



For employees working .5 FTE or more but less than full time, the employer contribution shall be prorated for requesting employees. However, in accord with the Early On Special Education Program Decentralization Transition Agreement of July 18, 2002, insurance benefits for part-time employees will include the following without proration:

.6 and above	hospitalization, dental and vision
.5 and below	dental and vision

## **PART B - FLEXIBLE SPENDING ACCOUNT**

The Flexible Spending Account (FSA) program will be available to employees in each year of the collective bargaining agreement. Commencing on July 1, 2006 the plan year will run July 1 through June 30.

**SECTION 3. HEALTH CARE COST CONTAINMENT COMMITTEE.** The parties hereby agree to continue to investigate health care cost containment issues, and to maintain, seek and examine quality health care insurance products. The Committee shall be subject to the following provisions:

- A. The Committee shall be comprised of representatives from the Board and the Association.
- B. The Committee shall identify and outline specific measures to contain cost increases while maintaining quality health care for the Professional Staff. The Committee will determine its agenda, process, means of communication to staff, and how it will proceed.
- C. The Association representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing (including travel time).
- D. The Committee may employ an expert or experts, at Board expense, to assist them in their endeavor to contain costs.
- E. The Committee will begin meeting in October each year with follow-up meetings at mutually agreed upon times between the Board and the Association. Minutes of each meeting shall be taken and distributed to Committee members.

Dental benefits may be modified upon the recommendation of the Health Care Cost Containment Committee to the Board and IIPSA.

- F. The Committee's recommendations, if accepted by the Board and the Association, will be implemented. The approved recommendation shall be implemented as soon as practicable.

**SECTION 4. LONG-TERM DISABILITY INSURANCE.** Long-term Disability Insurance will be provided for all full-time employees working seventeen and one-half (17.5) hours or more per week. This insurance will pay sixty-six and two thirds (66-2/3%) percent of gross salary up to a limit of Six Thousand Two Hundred (\$6,200) Dollars per month in case of disability as a result of sickness or accident. Protection will begin at the end of 90 days following disability and will continue until age 65 or termination of the disability.

**SECTION 5. DENTAL INSURANCE.** The premium for dental insurance benefits for all full time employees will consist of four classes of service. Classes I and II (diagnostic, preventative, repair and restorative services) have an employer contribution of 90% and an employee co-pay of 10%. Class III (replacement of natural teeth) has a 50% co-pay for both the employer and employee. Class I, II, and III benefits combined have a \$1,000 maximum benefit per beneficiary payable in any one year. Class IV benefits (orthodontic) with an employer contribution of 90% and an employee co-pay of 10% have a \$1,000 maximum lifetime benefit per beneficiary payable. When this benefit is insured and the underwriting regulations so require, all employees working less than full time, but more than half time are required to enroll for dental insurance and to pay the pro-rated share of the premium payment.

**SECTION 6. LIABILITY.** Ingham Intermediate School District shall provide liability insurance for all professional employees, insofar as, the liability risk is directly related to employment by Ingham Intermediate School District. It is understood that this protection may be limited at some time in the future by the availability of insurance coverage.

**SECTION 7. OPTICAL INSURANCE.** The District shall provide EyeMed Vision Care effective July 1, 2020 with in-network and out-of-network benefits to all full-time employees. This includes in-network exams for a \$10 copay, frames with \$0 copay up to \$150 and 20% off the balance over \$150. All employees working less than full-time, but more than half-time may enroll for optical insurance and pay the pro-rata share of the premium payment.

**SECTION 8. WORKERS' COMPENSATION.** A staff member is protected while pursuing the duties of his/her office through Workers' Compensation Law. All on-the-job injuries, no matter how slight, must be reported to the Department of Human Resources by the injured employee within a reasonable time after the injury. Injuries not reported within three months are not subject to later claim. Employees have six (6) months to file claim against a properly reported injury. Under the law, Ingham Intermediate may specify the specific doctor to be used for treatment during the first sixty (60) days of treatment. All claims and inquiries should be directed to the Department of Human Resources.

**SECTION 9. SELECTION OF CARRIERS.** Except as qualified elsewhere in this Agreement, the Board reserves the right to select all insurance carriers, after notice to and consultation with the Association to change the insurance carrier(s). However, the Board, in selecting the carrier, will provide benefits equivalent to those contained and enumerated herein.

**SECTION 10. LIMITATION/ACCESS/REPLACEMENT.** The benefits provided are subject to the policy of the insurance carrier. The Board's liability is limited to the payment of premiums as specified above. The Association will have access to the policies or the equivalent

information received from the insurance carrier(s) regarding the insurance coverage referred to in this Agreement. In the event the benefits negotiated herein are not available, the Board agrees to immediately notify the Association and enter into immediate collective bargaining for the specific purpose of replacing said benefit(s).

**SECTION 11. HOSPITALIZATION COVERAGE ALTERNATIVE.**

- A. Employees choosing not to take health insurance will be entitled to a monthly payment of One Hundred Dollars (\$100.00) for single coverage or One Hundred Fifty Dollars (\$150.00) for two person or full family, for which the employee is otherwise eligible at the time of election (full family, two-person or single coverage).

Employees may select an option, via payroll deduction, as those options are set forth in Article 4, Section 8, of this Agreement.

- B. Employees losing medical coverage from another source shall notify the Department of Human Resources within 30 days so that the employee and dependents, where appropriate, can be re-enrolled in the health care plan beginning the first day of the month in which alternative insurance is lost.

**SECTION 12. FLEXIBLE SPENDING ACCOUNT.** Professionals have the option of having pre-tax dollars deducted from their earnings for reimbursement of certain medical and dependent care expenses (see Article 4, Section 8[E]) to a maximum of \$2,750 or \$5,000 respectively on an annual basis. (see non-contract language for maximum amounts). The Payroll/Benefits Office will provide each employee with the information packet which is intended to describe the benefits provided by the Board of Education, and certain other employee information and is subject to change by the Board of Education in accord with Section 125 of the Internal Revenue Service Code.

Employees are urged to plan appropriately for FSA deductions, per IRS Code excess deductions in individual accounts at the end of a plan year may not be returned to individuals.

**SECTION 13. OPTIONAL LIFE INSURANCE.** Employees have the following optional insurance benefits available to them at their expense:

- A. Additional coverage on the employee.
- B. Coverage of spouse and/or dependent children.
- C. Upon termination, conversion of the District-paid term insurance - up to the face amount of the policy - without the need to provide evidence of insurability. This must be initiated by the employee within thirty-one (31) days of termination.

**SECTION 14. PHYSICAL EXAMINATIONS.** The Board of Education supports the participation of its employees in systematic physical examinations by covering expenses which might be accrued beyond health insurance coverage. This is applicable in the following manner:

Up to \$150 coverage for an employee's physical examination
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The amount to be reimbursed is the actual cost of the employee's examination, including related test procedures. Employees will take advantage of any Board-provided insurance benefits available to cover full or partial costs of the examination before submitting the remaining balance (if any) for reimbursement. Reimbursement will be made upon submission of a receipted bill for the examination according to the Board's regular payment schedule for such billings.

The examination may be conducted by any licensed physician (M.D. or D.O.) selected by the employee. It is recommended that the employee be examined by his/her regular physician.

Employees are not required to disclose the results of the examination, subject to Article 8, Section 2(F); however, employees are encouraged to frankly discuss health conditions which may affect their ability to satisfactorily perform their work with their supervisor, so that consideration may be given to conditions in determining assignments and work load and in evaluating performance.

Effective January 1, 1990, the cost of employer paid physicals will become taxable income. Costs reimbursed by the District may be included on the employees' W-2 tax forms.

**SECTION 15. INSURANCE BENEFITS FOR REGULAR PART-TIME EMPLOYEES.** Regular part-time employees working half-time or more are eligible for all the Employer-paid insurance programs provided for full-time employees in the same employee group, except that the District health care insurance premium contribution will be calculated by the Employer and employees pro-rata, based on the ratio of the employee's regular weekly hours to a full work week.

- A. For purposes of pro-ration under this Section only:
  - i. Full-time is defined as thirty-five (35) or more hours per week.
  - ii. Half-time is defined as seventeen and one-half (17½) hours per week.

- B. Examples:
- i. Employee regularly works twenty (20) hours per week. Full-time is defined as thirty-five (35) hours per week.  
  
20/35 = .571, therefore the Employer pays 57.1% of the District health care insurance premium contribution and the employee pays 42.9%.
  - ii. Employee regularly works thirty (30) hours per week.  
  
30/35 = .857, therefore the Employer pays 85.7% of the District health care insurance premium contribution, and the employee pays 14.3%.
- C. This definition of eligibility is subject to the terms and conditions of the applicable master insurance policy between the carrier and the Employer. No employee is insured unless he/she meets the requirements of the policy. The Employer's liability in case of error is limited to the payment of any required premiums.
- D. Regular part-time employees working less than half-time are not eligible for insurance benefits.
- E. For purposes of this Section, the number of hours counted are those which the employee is regularly scheduled to work. Additional hours worked on an occasional basis (i.e., reported by time sheets) will not be counted.

## ARTICLE 23

### RETIREMENT

**SECTION 1. RETIREMENT.** Having reached the minimum age requirement of the Michigan Teachers Retirement Act and having completed at least ten (10) years of service with the Ingham Intermediate School District, the employee shall be eligible for payment for years of service as set forth in Section 3 of this Article.

**SECTION 2. LIMITATIONS.** Professionals must submit notice of their intent to retire one hundred twenty (120) calendar days prior to their effective date of retirement. The Board will determine within forty-five (45) calendar days thereafter the employees to be granted payment for years of service in accord with Section 3 of this Article. Any exceptions to the time line will be considered by the Assistant Superintendent of Human Resources.

Example 1: School year ends June 30. Employee A who desires to retire would provide notice of intent to retire to the Board President, with a copy to the Human Resources Assistant Superintendent, by March 1.

Example 2: The District's insurance benefits will end for staff in classification 1-150 as of June 30, if staff have elected to retire on July 1. For staff retiring on August 1, the District insurance will end on July 31. For Professional staff retiring on September 1, the District insurance will end August 31.

See Appendix P for detailed information of Example 1 and Example 2.

**SECTION 3. PAYMENT/YEARS OF SERVICE.** A retiring employee with ten years of service as of June 30, 2010 who retires between June 11 and August 31, 2010, shall receive a lump sum payment of five hundred dollars (\$500.00) for each year of service in the Ingham Intermediate School District. A retiring employee with six or more years of service as of August 31, 2010 and who retires after September 1, 2010 shall receive a lump sum payment of Three Hundred Fifty (\$350.00) Dollars for each year of service in the Ingham Intermediate School District up to a maximum of Ten Thousand Five Hundred (\$10,500.00) Dollars. A retiring employee with less than six years of service as of August 31, 2010 and who retires after September 1, 2010 shall receive a lump sum payment of two hundred fifty (\$250.00) dollars for each year of service in the Ingham Intermediate School District up to a maximum of seventy-five hundred (\$7,500.00) dollars. Employees hired on or after July 1, 2010 shall not be eligible for this payment.

**SECTION 4. BOARD RETIREMENT CONTRIBUTION.** The Board shall pay the Michigan Public School Employees Retirement contribution as defined by the legislature.

**ARTICLE 24**  
**SPECIAL ALLOWANCES**

**SECTION 1. ELIGIBILITY. (Classification 1-150).** Employees who were employed in the Ingham Intermediate School District in 1976-77 and received an additional allowance generally granted for special certification/approval shall continue to receive a differential of \$300.00. Employees who did not receive the additional allowance in 1976-77 are not eligible for the \$300.00 allowance. Exception: Special Education employees transferred from the Lansing School to the Ingham Intermediate School District in 1978-79 who were receiving \$300.00 salary differential for special certification at the time of transfer shall continue to receive \$300.00 differential consistent with this contract.

## ARTICLE 25

### VACATION

#### Classification 151 and Above

**SECTION 1. TIME OFF DURING WORK YEAR.** Professionals included in the bargaining unit on a year round forty-eight (48) weeks and above contract receive twenty-four (24) days vacation annually. Two (2) vacation days must be used between December 25 and December 31 of each year. Employees on less than a full year schedule (less than forty-eight [48] weeks) receive no vacation but have scheduled time off.

If staff are required by their supervisor to work between December 25 and December 31 and they are unable to take one or both days off, then they shall be permitted to carry these days over to be used as any other vacation time.

Two hundred thirty-five (235) day or less employees have time off as arranged with the approval of their immediate supervisor. Normally, this includes two (2) weeks during the winter school vacation, one (1) week during the spring school vacation, and the remaining time during the summer school vacation; but individual exceptions may be made for those employees whose duties make it more convenient to take time off during the year. Such exceptions must be recommended by the immediate supervisor and approved by the Assistant Superintendent of Human Resources.

**SECTION 2. USE.** Vacation time should be requested at least two (2) weeks in advance of intended use, in the District Designated Record (currently ESS) and submitted for approval. The supervisor may accept shorter notice at his/her discretion. Summer vacations may require further advance scheduling to coordinate absences during peak use periods.

**SECTION 3. MAXIMUM ACCUMULATION.** Bargaining Unit members may not have more than 160 hours of accrued vacation time as of June 30, for July 1, accrued dates, or September 30, for October 1, accrued dates, for any given year except where unusual circumstances existed to prohibit the use of allocated vacation time. In such unusual cases, an extension may be granted by Human Resources after a review of all of the circumstances. Notification of leave balances in excess of 160 hours shall be given prior to June 30 of each year.

**SECTION 4. PAYMENT OF UNUSED VACATION HOURS.** Unused vacation hours earned in accordance with the provisions of this Article will be paid to employees upon termination for any reason.

**SECTION 5. VACATION AND HOLIDAYS.** Vacation and Holidays for regular part time employees shall be in accordance with Article 22, Section 15.



## ARTICLE 26

### BENEFIT YEAR

**SECTION 1. CONDITIONS.** The insurance benefits provided by this Agreement for Classification 1-150 shall be effective from September 1 through August 31, subject to employee health care insurance premium contributions, if applicable, as written in Article 22, Section 2. Employees (Classification 1-150) who complete a full school year of work and those laid off prior to the completion of a full school year of work, who do not find gainful employment elsewhere, will have Board paid insurance benefits continued through August 31 of the corresponding insurance benefit year, subject to monthly employee health care insurance premium contributions, if applicable, as written in Article 22, Section 2.

Employees (Classification 151 and above) who are laid off prior to the completion of their individual contract work year, who do not find gainful employment elsewhere, will have Board paid insurance benefits, subject to monthly employee health care insurance premium contributions, if applicable, through the balance of their individual contract.

In all other cases Board paid insurance benefits, subject to monthly employee health care insurance premium contributions, if applicable, shall terminate with employment.

Employees will certify to the Department of Human Resources, upon layoff, and as a condition of receiving continued insurance benefits, subject to monthly employee health care insurance premium contributions, if applicable, that they will report any gainful employment elsewhere to the Department of Human Resources within ten (10) days of obtaining such employment. Failure to so report will obligate the employee to reimburse the cost of any insurance benefits which the employee is not entitled to under this Section.

Open enrollment for health insurance coverage beginning July 1, shall occur in May.

New rates for all health insurance plan options shall be effective July 1 for all IIPSA bargaining unit members.

Increases or decreases in monthly employee health care insurance premium contributions resulting from the May open enrollment shall be adjusted beginning July 1, for all IIPSA staff.

Staff who select 21 pays shall decide at the time individual contracts are signed which option to pay monthly employee health care insurance premium contributions for July and August, if any. Options may include nineteen (19) equal payments or one (1) lump sum to be paid in June.

**SECTION 2. BENEFIT YEAR.** The benefit year for claim purposes, of each of the insurance carriers, is:

BCBS	Jan 1 - December 31
Dental	July 1 - June 30
Life Insurance	July 1 – June 30
Optical	July 1 - June 30
LTD	July 1 – June 30
FSA	July 1 - June 30

The benefit claim year is subject to change during the term of this Agreement. Employees will be informed of any changes. New employees (Classification 1-150) who start on the first contract day of a school year are eligible for all insurance coverage effective September 1<sup>st</sup>. All employees commencing work at a time other than the first contract day of a school year are eligible for benefits on the first day of the month following the month of employment.

Notwithstanding the above, the medical benefit coverage year for purposes of the Publicly Funded Health Insurance Contribution Act is July 1, the first day of the month in which the premiums are adjusted by the respective carriers.

**SECTION 3. CHANGES IN COVERAGE.** Changes in coverage resulting from a change in dependency status (birth, death, adoption, marriage, divorce, etc.) may be made at any time of the year, but must be made within thirty (30) days after the date of change of status. All changes are made through the Payroll/Benefits Office. When your child reaches nineteen (19) years of age, you must notify the Payroll/Benefits Office to maintain their dependent status as it pertains health, dental and vision coverage.

## ARTICLE 27

### PROFESSIONAL DEVELOPMENT PROGRAM

**SECTION 1. PHILOSOPHY AND PURPOSE.** The Board and the Association agree that educators need to participate in professional development activities throughout their careers. The Board is committed to providing professional development opportunities which motivate staff to acquire new knowledge and to develop skills, methods and attitudes through options which compensate and/or reward effort which is directed toward both individual and organizational objectives.

All staff will be required to have a professional development plan each year. For probationary staff the plan will be the Individualized Development Plan (IDP) and for continuing staff it will be the Professional Development Plan (PDP).

### **SECTION 2. PROFESSIONAL DEVELOPMENT PROCESS.**

- A. All professional development plans require approval by the supervisor and the Assistant Superintendent of Human Resources or his/her designee prior to initiation of the professional development process.
- B. Successful completion of an approved development plan will be required for:
  - 1. Salary step movement (Section 5).
  - 2. Continuing step increases (Section 5).
  - 3. Horizontal movement on the salary schedule (Article 29, Section 11).
- C. When staff members are in the appraisal cycle, individual plans for professional development shall be coordinated with performance goals, subject to supervisor approval.
- D. All professional development activities outlined in this Article should be directly related to the work assignment or professional development plan.

### **SECTION 3. DESIGN OF PROFESSIONAL DEVELOPMENT PLANS.**

- A. Individual plans for professional development will be initiated by each staff member and will guide the professional activities following the process described in the Professional Development Handbook set forth in Section 6 of this Article.
  
- B. Plans will include:
  - 1. A statement of goal or goals in performance terms.
  - 2. Action steps.
  - 3. Indicators of goal attainment and means of data collection.
  - 4. Time lines for completion of activities.
  - 5. Support needed.
  - 6. Approval of supervisor and Assistant Superintendent of Human Resources.
  
- C. Section 6 of this Article is the Professional Development Handbook dated July, 2000, which includes an outline of the goals, objectives, professional development units, professional development activities, application and worksheet forms which were promulgated by the Professional Development Committee. The Professional Development Committee shall be responsible for recommending changes in the Professional Development Handbook set forth in Section 6. Any changes recommended by the committee must be mutually agreeable to the Board and Association before such changes may be implemented.

**SECTION 4. THE PROFESSIONAL DEVELOPMENT COMMITTEE.**

- A. The Professional Development Committee shall consist of five (5) members. Three will be appointed by the Association and two will be appointed by the Board.
- B. The Professional Development Committee will review appeals of staff members regarding decisions rendered by their supervisor or the Assistant Superintendent of Human Resources regarding their Professional Development Plan application or their completed plan. The committee will make recommendations to the Superintendent on changes and appeals. Copies of the recommendations will be sent to the Association President.

**SECTION 5. SALARY STEP MOVEMENT AND CONTINUING SALARY INCREASES (CSI).**

- A. Criteria for Qualification. All professional development activities planned and completed under this section must either meet the requirements of continuing salary increase guidelines, as enumerated in the Professional Development Handbook or be developed by the employee with the approval of the Assistant Superintendent of Human Resources.

B. Eligibility

	<b>Salary Step Movement</b>	<b>Continuing Salary Increases (CSI)</b>
<b>IIPSA 1 – 150</b>	60 hours of completed Professional Development required every 2 years to continue to move through the step schedule.	120 hours of completed Professional Development required every 2 years for CSI 1 to CSI 6. Upon completion, eligible for stipend of \$850. Beginning with CSI 7 and any CSI's thereafter, the 120 hours are required every <b>3</b> years to earn the stipend.
<b>IIPSA 151 and above hired prior to 12/1/11</b>	Staff who are moving through the step schedule and completing continuing salary increases must complete a total of 180 hours (60 for salary step movement plus 120 for Continuing Salary Increases). Staff seeking step movement only need 60 hours every 2 years.	Staff must complete a total of 180 hours of Professional Development every 2 years to move both through the step schedule and earn a CSI. Upon reaching the top step of the salary schedule, 120 hours of PD is required every 2 years for CSI 1 to CSI 6. Beginning with CSI 7 and any CSI's thereafter, the 120 hours are required every <b>3</b> years to earn the stipend.
<b>IIPSA 151 and above hired on or after 12/1/11</b>	60 hours of completed Professional Development required every 2 years to continue to move through the step schedule.	120 hours of completed Professional Development required every 2 years for CSI 1 to CSI 6. Upon completion, eligible for stipend of \$850. Beginning with CSI 7 and any CSI's thereafter, the 120 hours are required every <b>3</b> years to earn the stipend.

- C. This continuing salary increase is an add-on to the total salary and is not an accumulative change to the base.
- D. At the conclusion of each professional development plan, all staff will be required to explain how they have effectively applied/integrated the learning from their professional development plan into their ongoing duties and responsibilities for the Ingham ISD.

## **SECTION 6. PROFESSIONAL DEVELOPMENT HANDBOOK.**

**Introduction.** This Professional Development Handbook is intended to help IIPSA members and administrators understand the use of the process for the IIPSA Professional Development Program as prescribed in this Article. This Article and Section replaces the previous document titled Professional Development Handbook dated May 12, 1987. Interested individuals are encouraged to refer to the Professional Development Handbook available on the Portal on the Ingham ISD website ([www.inghamisd.org](http://www.inghamisd.org)) or they may request a print copy from Human Resources.

**Individual Professional Development Plans.** Individual professional development plans are required for Salary Step Movement, Continuing Salary Increase, and Horizontal Movement on the salary schedule. All Professional Development Plans require approval by the supervisor and the Human Resources Assistant Superintendent **PRIOR** to initiation of the professional development activities. It is recognized that there are many avenues for achieving professional growth. These include *Educational and Supervision Activities, Research, School-Community-Civic Involvement, and other activities.*

**Definitions.** Actual clock hours will be used for the purposes of measuring these activities and are credited as follows:

10 clock hours equals one Continuing Education Unit (CEU)  
30 clock hours equals one semester hour of credit.

### **Classifications 1-150**

**Salary Step Movement (SSM).** Refers to movement on the salary schedule between Steps 1 and 15 when 60 clock hours are earned in a two-year time period.

**Continuing Salary Increase (CSI).** Refers to receiving a salary increase for employees who have reached Step 15 when 120 clock hours are earned in a two-year time period.

**Horizontal Movement on the Salary Schedule.** Refers to advancement horizontally on the professional salary schedule as compensation for completing course credits or other degree requirements that lead to salary schedule increases in accordance with Article 29.

### **For Classifications 151 and above**

**Salary Step Movement (SSM).** Refers to movement on the salary schedule between Steps 1 and 10 for Pay Grades 1 to 4 and between Steps 1 and 9 for Pay Grade 5 when 60 clock hours are earned in a two-year time period.

**Continuing Salary Increase (CSI).** Refers to receiving a salary increase for employees when 120 clock hours are earned in a two-year time period. Staff hired prior to December 1, 2011 may earn CSI concurrently with salary step movement. Staff hired December 1, 2011 and after are eligible for CSI after attaining the top step on the applicable salary schedule.

**Administration of Professional Development Program.** Upon beginning employment with the District or completion of a previous plan, the employee shall initiate the development of their next PD plan.

**See Professional Development Handbook (on Portal at [www.inghamisd.org](http://www.inghamisd.org)) for Notification, Application, Plan Completion, Appeal Process and Professional Development Activities and Hours.**



## **ARTICLE 28**

### **APPRAISAL**

#### **SECTION 1. PHILOSOPHY.**

- A. The Board and the Association agree that members of the Professional staff, in the interest of professional growth, will collaboratively participate in an appraisal process that is rigorous, transparent, reliable, objective and constructive in order to facilitate the successful and continuing achievement of the goals and objectives of the Ingham Intermediate School District.
- B. The appraisal process shall align with the provisions in the Revised School Code and the Teacher's Tenure Act when applicable.
- C. The Board and the Association believe that appraisal system for all professional staff in the Ingham Intermediate School District should be of a bilateral, reciprocal, consistent and continuing nature for the purpose of impacting the quality of educational and auxiliary service through a system of continuous improvement.

#### **SECTION 2. PURPOSE.** The purposes of the Performance Appraisal System are:

- A. To establish, maintain and improve communication between each supervisor and employee in order to facilitate the joining of personal and professional goals of each staff member with organizational goals, objectives and priorities.
- B. To provide ample opportunities for continuous improvement that ensure that each professional is aware of job responsibilities and meets related performance level expectations.
- C. To recognize outstanding performance and accomplishments by individual employees based on a variety of data sources.
- D. To maintain, strengthen and improve the level of performance of the professional staff.

### **SECTION 3. THE APPRAISAL PROCESS FOR CONTINUING NTPS.**

- A. The appraisal process for continuing NTPS staff is set forth in An Appraisal Handbook for NTPS, Continuing Employees. The continuing NTPS appraisal process occurs on a three year cycle for both school year and full year NTPS as specified within the Appraisal Handbook.
- B. Common and discipline-specific Rubric Domains for NTPS are identified within the Appraisal Handbook listed above. NTPS classified as Instructional Support Staff shall be evaluated using common rubric domains which include Professional Responsibilities and Professional Growth; discipline-specific rubric domains vary by groups of NTPS and include Planning and Preparation, Professional Practice and Consultation. NTPS classified as Non-Instructional Staff shall be evaluated using four domains: Job Knowledge, Skills and Abilities, Interpersonal Relationships, Professional Responsibility, and Productivity. The Appraisal Process for Continuing NTPS is described within the Appraisal Handbook and summarized within Appendix Q.

**SECTION 4. OBSERVATION.** The Board agrees that all monitoring or observation of the work of a NTPS shall be conducted openly and with full knowledge of the staff member.

**SECTION 5. APPRAISAL PROCESS FOR PROBATIONARY NTPS.** The Board and Association agree that the appraisal process for Probationary NTPS shall consist of those steps and procedures as set forth in the Appraisal Handbook for Professional Staff, Probationary Employees. The Appraisal Process for Probationary NTPS is described within the Appraisal Handbook and summarized in Appendix R.

### **SECTION 6. ANNUAL SUMMATIVE EVALUATION AND CONFERENCE.**

Each year, all probationary and continuing NTPS will receive a written performance rating on a summative evaluation.

- a. **Continuing NTPS.** In the first year of the three year evaluation cycle, the supervisor will draft a Comprehensive Summative Evaluation Report in accordance with the Appraisal Handbook and present it to the NTPS five (5) calendar days before the Summative Evaluation Conference. The NTPS will then have five (5) calendar days following the Summative Evaluation Conference to include any comments within the Summative Evaluation report sections as appropriate. Upon completing their comments, the employee signs/dates the Summative Evaluation Report, acknowledging review and receipt of the report and returns the original to their supervisor, along with additional information, if applicable. The supervisor will then share a copy of the Summative Evaluation Report with the employee and forward the original report with related attachments and additional employee

information to Human Resources by June 1 or at the end of the 12<sup>th</sup> month in year one of the three year cycle.

By May 1 of the second and third years of the cycle, the employee and supervisor will compile and share data related to the Summative Evaluation Report as specified within the Appraisal Handbook. If the employee is on track, the ratings from the prior year are carried over when the employee and supervisor complete the Streamlined Summative Evaluation Report which is forwarded to Human Resources by June 1 or at the end of the 12<sup>th</sup> month in years two and three of the three year cycle.

Between May 1 and September 30 of the third year of the three year evaluation cycle, the employee initiates the components identified at page 14 of the Appraisal Handbook, to be discussed with the supervisor by September 30.

- b. **Probationary NTPS.** A Comprehensive Summative Evaluation Report shall be provided to the probationary NTPS five (5) work days before a scheduled Summative Evaluation Conference. The Summative Evaluation Conference shall be completed for all probationary school year NTPS by May 1. The Summative Evaluation Conference for all other probationary NTPS shall be completed by the end of the 12<sup>th</sup> month of the appraisal cycle.

**SECTION 7. INTENSIVE INDIVIDUALIZED DEVELOPMENT PLAN.** In the event that performance of a NTPS is less than Effective an Intensive Individualized Development Plan (IIDP) will be developed in accordance with procedures outlined in the Appraisal Handbook.

**SECTION 8. APPEAL.** If a continuing NTPS disagrees with a rating of Minimally Effective or Ineffective, within five (5) calendar days of the Summative Evaluation Conference, the NTPS shall file an appeal to the Appraisal Review Committee, using the appropriate form, and explain with specificity the reason(s) s/he disagrees with the rating based on the data which is attached.

**SECTION 9. TEACHERS.** The appraisal process for teachers, continuing and probationary, is set forth in the Appraisal Handbook for Teacher/Instructor Professional Staff, Continuing Employees and the Appraisal Handbook for Teacher/Instructor Professional Staff, Probationary Employees available in Human Resources and on the website.

## ARTICLE 29

### SALARY GUIDE

**SECTION 1. NEW EMPLOYEES.** New employees, at the time of hire, may, at the discretion of the board, be given up to full credit for previous teaching and/or related experience and placed at the appropriate step on the salary schedule.

**SECTION 2. STEP ADVANCEMENT.** After having been placed on the salary schedule, employees will advance on the schedule no more than one step per year. Part-time employees who work at least ninety (90) days during the school year will advance on the salary schedule each year the same as any full-time employee. In order to be eligible for step advancement, an employee must maintain an Effective or higher rating on the annual evaluation.

**SECTION 3. DEGREE ADVANCEMENT. (Classification 1-150).** To be eligible for advancement horizontally on the professional salary schedule as compensation for completing course credits or other degree requirements that lead to salary schedule increases in accordance with Article 29, Section 11, all degree requirements and course work must be earned from an accredited college or university, prior to September 1 of the current school year. Transcripts for verification must have been received by the Department of Human Resources no later than November 1 of the current year. Credits or degrees completed after September may be reported to the Department of Human Resources no later than November 1 of the current school year.

Salary adjustments resulting from credits or degrees reported after September 1 shall be prorated from the day following either the end of the semester or term in which the credits or degree are satisfactorily completed, to the end of the school year. Salary adjustments granted for credits and degrees completed after September 1 shall be paid in one lump sum prior to the end of the school year. Credits or degrees for which verification is reported after March 31 will not be valid for reimbursement until the next year.

**SECTION 4. PAYMENT. (Classification 1-150).** All salaries will be paid biweekly over a twelve month period (26 payments) unless the professional employee indicates in writing before the beginning of the regular school year that the salary shall be paid during the regular school year (21 payments). An employee being paid on a twelve month basis may request in writing to the business office before the beginning of the regular school year that the total unpaid balance be paid off. The payoff will be on the next payroll after the conclusion of the school year. The Board shall have the right to make a final payment in full on the last pay of the school year of any compensation earned by the employee on a grant program, if the employee is notified of same at the beginning of their work year. The initial election may not be modified until the election period prior to the next school year.

Effective July 1, 2012, Early On staff will be paid on a 26 week pay cycle, July to June. In the event that Early On staff resign before the work year is completed, the District shall calculate any salary overpayment or underpayment occurring as a result of the timing of the staff member's departure and days actually worked, and make the necessary adjustments, which may include

payment to the staff member of any underpayments and reimbursement via payroll deduction of any overpayments. If there are insufficient funds from which to deduct any overpayment(s), then the employee shall be invoiced for the remaining balance due and shall sign a note promising repayment in a form satisfactory to the District. In addition, increases or decreases in monthly employee health care insurance premium contributions resulting from open enrollment shall be adjusted beginning July 1 for Early On staff.

**SECTION 5. SALARY SCHEDULE STRUCTURE.** The structure of the salary schedule matrix for Classification 1-150 (seven degree tracks--ND, ND+, BA, BA+, MA, MA+ and Ph.D.), and fifteen steps and the indices of relationships across the schedule (BA, Step 1 = 1.00) will remain as established, except as modified by this Agreement.

**SECTION 6. SALARY GUIDE.**

2020-21 Salary Guide. Effective July 1, 2020, each eligible employee moves one full step. There will be a no increase applied to the salary schedule. A one-time \$400 off schedule lump sum payment as compensation will be paid to each full-time professional staff member who is currently at the top step in September 2020 (not receiving a step increase). This off-schedule payment will be prorated for part-time staff.

**SECTION 7. SUMMER EMPLOYMENT.** Summer pay for professionals shall be determined as follows:

Staff members regularly employed by Ingham Intermediate School District, and working in positions other than their regular year schedule (185/200 days for Malcolm Williams School) shall be paid at their regular hourly rate not to exceed MA 8 of the salary schedule for the preceding year, except as outlined in non-contract language.

**SECTION 8. JOB TITLES AND GRADES.**

- A. The following classifications and grades for Classification 151 and above are those in effect as of October 15, 2013.
- B. The classification and the classification description for each job in effect as shown below shall continue in effect unless:
  - 1. The Board changes the job content (requirements of the job as to training, skill, responsibility and/or working conditions);
  - 2. The existing grade levels are changed by mutual agreement.

## GRADE 1

Assistant School Nurse, Heartwood

## GRADE 2

Assistant, Occupational Therapy  
Assistant, Physical Therapy  
Specialist, Automotive Technology  
Specialist, Health Sciences  
Specialist, Technical Support  
Technician, Behavior

## GRADE 3

Accountant, Business Office and Business Services  
Accountant, Business Office and CSTE  
Analyst, Application Support  
Auditor, Pupil Accounting/Attendance Officer  
Auditor, Pupil Accounting/Attendance Officer and Accountant  
Coordinator, Cooperative Acquisitions  
Database and Applications Analyst  
Early Interventionist  
Parent Educator, GPGS  
Payroll and Benefits Analyst  
Playgroup Specialist, Early On  
Specialist, Application and Technical Support  
Specialist, Communications  
Specialist, Developer/Database  
Specialist, Developer/Business Intelligence

## GRADE 4

Analyst, Network  
Analyst, Special Education Finance  
Analyst, Systems  
Career Assessment and Transition Coordinator  
Desktop Engineer  
Early Childhood Consultant  
Great Start Collaborative Co-Coordinator and GSRP Specialist  
Initial Service Coordinator, Early On  
Instruction and Technology Coach  
Senior Accountant, Business Services and Business Office

GRADE 4 (continued)

Senior Accountant, Grants  
Specialist, Data, Systems and Analysis  
Specialist, Early Childhood  
Specialist, Instructional Data  
Specialist, Network Security  
Technical Assistance Provider  
Work-Based Learning Coordinator

GRADE 5

Analyst, Senior Systems and Development  
Consultant, Academic  
Consultant, Literacy K-12  
Consultant, Literacy Pre K-12  
Coordinator, Curriculum  
K-12 Literacy Consultant and Strategic Coach  
K-12 Math and Science Consultant and Strategic Coach  
Lead Consultant, Positive Behavior Intervention Implementation and Support  
Instructor, Applied Academics English Language Arts  
MIBLISI Content Specialist  
MIBLISI Equity Specialist  
MIBLISI Technical Assistance Partner  
MTSS Consultant  
MTSS Implementer/Early Childhood School Psychologist  
Network Engineer  
Research and Instructional Data Consultant  
School Improvement Facilitator and PBIS Consultant  
Specialist, Data Services  
STEM Consultant  
Transition Coordinator and Consultant

**SECTION 9. PAY SCHEDULE. (Classification 151 and above).**

- A. Employees who work more than forty-two (42) weeks shall be on a twenty-six (26) week pay schedule. Employees working for a forty-two (42) week work year or less shall have the option of selecting either twenty-one (21) or twenty-six (26) week pay schedule. Such selection shall be made at the time of employment for new hires. Once a selection has been made, the employee's pay schedule will remain the same, from year to year unless the employee provides written request for change of pay schedule to the Payroll/Benefits Office prior to the end of the employee's scheduled work year. Such change will occur in the following scheduled work year.

- B. Employees who are on a forty-two (42) week work year or less and who have selected the twenty-six (26) week pay schedule may choose to receive their accumulated summer pay in a lump sum on the last payroll of the work year, provided they have notified the payroll department in writing of their choice not later than May 15 of the current year.
- C. This Section may be modified in a way to help employees, consistent with the existing District Practice.

**SECTION 10. SALARY SCHEDULE MOVEMENT. (Classification 151 and above).**

A salary schedule has been established for each pay grade and is attached to and made a part of this Agreement as Appendix O. The schedule establishes regular intervals for pay rate increases until the top rate for the job is reached. Employees having more than six (6) months experience on a step as of July 1 are eligible for advancement. Employees normally receive these increases automatically provided their work is satisfactory. If an employee is denied an increase, he/she will be told in what respect his/her work is unsatisfactory and what he/she is expected to do to correct it.

**SECTION 11. HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE.** To qualify for horizontal movement on the salary schedule, the employee must meet the following criteria (see also Article 29, Section 3, Degree Advancement):

- A. **DEGREE QUALIFICATIONS.** To qualify for a bachelors, masters, or doctoral degree salary levels, an employee must present evidence of having completed the earned degree directly related to his/her work assignment from an approved college or university.
- B. **NON-DEGREE + QUALIFICATIONS.** To qualify for non-degree +, an employee must present evidence of having successfully completed a minimum of 90 term hours (60 semester hours) directly related to his/her work assignment at an approved college or university following the attainment of a high school diploma.
- C. **BACHELORS DEGREE + QUALIFICATIONS.** To qualify for a Bachelors Degree +, an employee must present evidence of having successfully completed a minimum of 23 term hours (15 semester hours) directly related to his/her work assignment following the attainment of the Bachelors Degree.
- D. **MASTERS DEGREE + QUALIFICATIONS.** To qualify for a Masters Degree +, an employee must present evidence of having successfully completed a minimum of 45 term hours (30 semester hours) directly related to his/her work assignment following the attainment of the Masters Degree.



- E. The Assistant Superintendent of Human Resources may review the qualifications of a requesting employee to determine whether or not they are eligible to receive a horizontal movement on the salary schedule for a degree qualification which is related to his/her work assignment. The decision of the Assistant Superintendent of Human Resources shall be final.

**SECTION 12. INITIAL PLACEMENT ON THE SALARY SCHEDULE.** To qualify for the ND+, BA, BA+, MA, MA+, or doctoral degree salary level, the employee must present evidence of having successfully completed an earned degree or credits from an approved college or university. The credits and/or degree must be directly related to the work assignment of the employee. The Assistant Superintendent of Human Resources may review the qualifications of a requesting employee to determine whether or not they are eligible to receive a horizontal movement on the salary schedule for a degree qualification which is related to his/her work assignment. The decision of the Assistant Superintendent of Human Resources shall be final.

**SECTION 13. PAID EXTRA ASSIGNMENTS/ACTIVITIES.** The District agrees to pay a stipend of Seven Hundred Dollars (\$700.00) to any staff member who acts in the capacity of a student organization advisor and meets the established criteria (to be developed bilaterally). Examples of the programs include, but are not limited to: FBLA, BOEC, HOSA, Skills/USA, DECA, and Motor Sport Team.

In addition to the stipend of Seven Hundred Dollars (\$700.00), staff members who attend the State Leadership or Competition Conference shall be paid an additional stipend of Two Hundred Dollars (\$200.00). Staff members who attend the National Leadership or Competition Conference shall be paid an additional stipend of Two Hundred Dollars (\$200.00).

Staff who serve on an approved committee shall be eligible to receive up to one (1) professional development unit for attendance at six (6) meetings per contract year. This obligation can be met by attending six (6) meetings of the same committee or attendance at more than one approved committee adding up to six (6) during the contract year. Attendance at less than six (6) meetings will be prorated.

Eligible Student support services and Early On 1-150 staff identified in Appendix T shall receive a \$450 stipend in lieu of the accrual and use of adjusted work time. This stipend shall be paid in June each year. For staff hired after the beginning of the year, the stipend shall be prorated.

## ARTICLE 30

### DEFINITIONS

**SECTION 1. DEFINITIONS.** For the purpose of interpreting this Agreement, the following definitions apply:

**AFFIRMATIVE SUPPORT:** A specific plan designed to assist the employee in improving his/her performance to an acceptable level, which includes established content, process and time lines.

**ASSIGNMENT:** The specific location to which a non-teaching professional staff is assigned.

**ATTRITION:** The loss of staff through normal causes, not associated with deliberate staff reduction program. Examples of attrition include: retirement, voluntary resignations, taking of extended leaves of absence, termination for disciplinary reasons, and death.

**BOARD:** The term "Board" shall include its officers and members, its administrative agents and supervisory personnel.

**CERTIFIED:** Holding the required Michigan teaching certificate.

**DEMOTE:** With respect to NTPS, shall mean to reduce compensation or to transfer to a position carrying a lower salary. For teachers, this term is defined by the Michigan Teachers' Tenure Act, as amended.

**DIRECTLY RELATED:**

A. Regarding initial step placement, "Directly Related" means: Professional level paid experience in the same work or similar professional work which directly contributes to the skill and expertise for the position.

EX: Applicant for position as a school social worker would be given experience credit for counseling work with children or families in a private agency.

EX: Applicant for teaching position as instructor in auto body would receive experience credit for paid work experience as an auto body repairman in a repair shop.

Credit is given only for paid employment in a regular position.

Work in the following areas may not be eligible for credit:

Substitute Work  
University Teaching  
Experience More Than 10 Years Old  
Practicum, Student Teaching  
Volunteer Work  
Work at Non-Professional Level  
(Teacher Aide, PT Assistant, Health Aide, etc.)

- B. Regarding professional development, "Directly Related" means: Leading to acquisition of knowledge and the development of skills, methods and attitudes which pertain and apply to the work assignment of the employee.

DISCHARGE: Involuntary termination of employment.

EMERGENCY: An "Emergency" is an unforeseen happening needing an immediate solution.

EMPLOYEE: The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit, unless otherwise defined within the context of the Agreement.

GRANT PROGRAM: A program funded from sources other than local taxes or state funds appropriated by the legislature. Included are federally funded programs (both directly funded from the federal level and those administered from the state level) and programs funded from private sources (foundations, etc.). Typical characteristics of grant programs are that they require an application and approval for funding, and that the funding is for a limited period of time, and restricted as to purpose.

INSURANCE GROUP RATE: Shall be the cost of insurance to the District charged to the employee on a monthly basis. For cost out purposes one (1) month equals 1/12 of a year and twenty (20) working days equals one (1) month (aka Board group rates).

INCUMBENT: The employee currently assigned to a position.

INVOLUNTARY TRANSFER: A change of job which is initiated by the Board.

JOB: A specific, defined and described set of tasks or duties performed by one or more employees.

JOB CATEGORY: Synonymous with job classification.

JOB CLASSIFICATION: The categories of jobs defined in Article 1, Section 1.

LAYOFF: Temporary and sometimes indefinite separation from work due to factors over which the non-teaching professional staff employee has no control. Layoff differs from discharge in that the non-teaching employee has rights to be recalled as provided herein.

LICENSED: Holding the appropriate license required to practice one's profession or trade. Licensure is analogous to teacher certification for many non-teaching jobs and some vocational instructor jobs.

NON-GRANT PROGRAM: Any program funded from local taxes or state funds appropriated by the legislature. Typically, these differ from grant programs in that they do not require prior applications or approvals (more often the funding is distributed by formula or on a cost reimbursement basis), and the assumption is that these are continuing programs, subject to funding decisions by the legislature, State Department of Education and/or the Board of Education.

NON-TEACHING PROFESSIONAL STAFF: Any bargaining unit member not employed in classifications designated as Teacher within Article 1, Section 8.

POSITION: The tasks or duties assigned to an individual employee. An organization always has as many positions as it has employees plus vacant positions. A position differs from a job in that there may be multiple positions under a single job description. An example would be if the school district employed ten school psychologists, all performing similar duties, there would be one job but ten positions.

PRE-SCHEDULED APPOINTMENT: Any medical or dental appointment made prior to the day of the appointment and not for a medical emergency or sudden illness. Examples would be for periodically scheduled examinations or check-ups or, examinations or treatment related to a continuing illness or health condition.

PROBATIONARY EMPLOYEE: An employee who is in one of the following categories:

- A. The probationary period for an employee who is employed in a tenure track position, shall be defined by the Michigan Teacher's Tenure Act (P.A. 4 of 1937) as amended.
- B. The probationary period for an employee who is employed in a non tenure track position, shall be two (2) calendar years from the date of hire.

QUALIFIED: Meeting the standard established by the Board for a specific job. These standards must at least equal the minimum standards established by statute, state or federal administrative rules or grant requirements, but may exceed them at the Board's discretion. Qualifications may be viewed as on two levels: (1) minimum requirements, and (2) desired requirements, where these have been established over and above minimums.

SENIORITY: An employee's status based on length of continuous service as defined in Article 11, Section 3.

TEACHERS: A bargaining unit member whose employment is regulated by the Michigan Teachers' Tenure Act including the classifications within 1-150 designated as Teacher within Article 1, Section 8.

TENURED: Holding rights to employment as defined in the Michigan Teachers' Tenure Act (PA 4 of 1937) as amended.

TRANSFER: The change of job initiated by the employee or the Board.

VOLUNTARY ALTERNATIVES TO LAYOFF: Include, but are not necessarily limited to, any of the following which may be appropriately offered to and selected by eligible non-teaching professional staff employees: opportunities for job sharing, voluntary leaves, early retirement, and/or sabbatical leaves.

VOLUNTARY TRANSFER: A change of job which has been requested by either the non-teaching professional staff employee or the Board and approved as provided in Article 10.

## ARTICLE 31

### **VOLUNTARY JOB SHARING – not applicable to Teachers**

**SECTION 1. INTRODUCTION.** This Article applies to professional staff members (excluding those assigned to positions designated as Teacher) who request an opportunity to job share in situations other than as an alternative to layoff. For job sharing as an alternative to layoff see Article 11.

**SECTION 2. BASIC POLICY.** The Board of Education may approve non-teaching professional staff requests to share a job for a period not to exceed one work year, as established for that specific job.

**SECTION 3. DEFINITION, CRITERIA.** Job sharing is a situation in which the responsibilities of one position are shared equally by two employees, both of whom are fully qualified for the position. Job sharing may be requested under the following conditions:

- A. It is available only to two staff members holding parallel positions who voluntarily agree to work together in sharing one full time position.
- B. Application will be made jointly and voluntarily.
- C. Each employee will receive 50 percent of his/her salary for the appropriate step each is on, and would share equally one full time position. Each employee would be credited with one-half step advancement on the salary schedule for the year, if appropriate.
- D. A plan is to be developed jointly and submitted for approval. The plan will include the following:
  1. Daily schedule showing hours for each job-sharer.
  2. Description of the division of instructional responsibilities, and other duties assigned the position.
  3. Description of division of other responsibilities of the position including but not limited to faculty meetings, conferences and contracts, conferences, in-service, evening activities, committee work.
  4. A description of the communication system with parents, informing them about the plan and enlisting their support.

5. A description of how the job-sharing arrangement would be introduced to the students.
6. Identification of which employee would retain the position in the event job-sharing is not repeated the following year, this would be the senior employee unless IIPSA agrees otherwise. If both are equal in seniority, then the job sharers must agree upon who will retain the position or draw lots for it.

E. Provisions of Job Sharing

1. Prorated employee benefits will be provided to each employee on an approved job sharing plan. The employee will pay the balance of any insurance benefits selected by payroll deduction.
2. Job sharing requests (form) and plans will be submitted for review and recommendation by Building Principal or Immediate Supervisor, Division head and Assistant Superintendent of Human Resources and Superintendent and Board of Education, in that order.
3. The job sharing plan will be approved for one year only. NTPS Staff would be re-assigned to a full assignment at the beginning of the next school year.
4. In the event of layoff, the terms of this Agreement shall apply.
5. NTPS on an approved job sharing plan will be considered on voluntary unpaid leave of absence for the portion of their time when they are not scheduled to work. At the conclusion of the job sharing, the NTPS who does not retain the position will agree to go on a voluntary unpaid leave of absence until a vacancy occurs for which she/he is qualified. It is understood that the NTPS on leave will be re-employed only if there are no other persons on layoff or with prior future claims who are eligible for the same vacancy.
6. NTPS on an approved job sharing plan will be considered part-time staff, and will receive credit

toward step advancement as provided in Article 29,  
Section 2.

**SECTION 4. LIMITATION.** Not more than four pairs of NTPS will be approved to job share at the same time. The four pairs shall be made up of two from Special Education, one from Career Services and Technical Education, and one other. If all four positions are not being utilized, these may be substitutions within program areas. The Assistant Superintendent of Human Resources will inform the Board of the number of applicants in total and from each program.

**SECTION 5. PRIORITIES.** Should more NTPS apply for job sharing than can be accommodated under the limitation in Section 4 above, the Superintendent will consider applicants according to the following priority guidelines.

Employees who wish to job share for:

1. Respite from full-time work responsibilities.
2. Child care.
3. Job-related training or work experience in their off time.
4. Other reasons (specify).



## ARTICLE 32

### TUITION REIMBURSEMENT

**SECTION 1. TUITION REIMBURSEMENT.** The Intermediate Board will reimburse the cost of tuition and fees for courses:

- A. Directly related to the employee's work assignment and required in a full time and part time professional employee's educational program; or
- B. Appropriate subjects related to his/her specialization or discipline; or
- C. With the supervisors agreement and approval of the Assistant Superintendent of Human Resources, training, coursework, or work experience in another career could be undertaken with the following conditions:
  - 1. Appropriate course work or training must be approved in advance by administration.
  - 2. Reimbursement is limited to 50% of the actual cost of course work or training fees not to exceed the current cost of resident, graduate, on campus tuition at Michigan State University. New hires placed on the BA, ND and ND+ schedule after July 1, 2010 shall receive 75% of the actual cost of course work or training fees not to exceed the current cost of resident, graduate, on campus tuition at Michigan State University for the first three years of IISD service. No more than six (6) semester credits may be reimbursed in any one (1) year. (Based on actual costs, but no more than the rate of graduate credit at Michigan State University.)
  - 3. Claim for reimbursement will be submitted with expense report after successful completion of the course. A copy of the transcript or grade report showing course credit and evidence of payment of actual cost must accompany submission of claim. (See also Article 29, Section 3, Degree Advancement)

4. No reimbursement will be granted by the Intermediate Board if tuition and/or fees were covered by some other grant or fellowship.
5. Reimbursement shall be pro-rated for part time employees.

## ARTICLE 33

### SABBATICAL LEAVE

**SECTION 1. SABBATICAL LEAVE.** A sabbatical leave of up to one year may be granted upon application to the Ingham Intermediate Superintendent and Board of Education. Sabbatical leaves are governed by Board Policy 6224.02 and 6224.02-R(1) and the following provisions:

- A. The employee must have completed not less than seven years of continuous full-time service before he/she can be a candidate for consideration.
- B. Sabbatical leaves may be granted for research, study, writing, or travel, and they must serve the purpose of the Intermediate District.
- C. Requests for leave must be received in the Office of Human Resources not later than January 15, of the preceding school year.
- D. The employee receives pay equal to one half (1/2) his/her regular salary and he/she retains his/her employment status. The employee may continue benefits and the Board will pay the cost of benefits with proration for less than full time staff the same as during the prior school year.
- E. Following the leave, the employee must return to the Ingham Intermediate District and render a minimum of two consecutive calendar years of satisfactory service. (An employee who takes a sabbatical leave for 1/2 contract year shall be required to render a minimum of one calendar year of satisfactory service).
- F. The employee is required to furnish periodic reports to the administration to demonstrate that all requirements of the leave are being met.
- G. Any employee who fails to meet the conditions of the leave shall, within two years, repay the Ingham Intermediate School District the exact amount paid to him/her in salary and benefits during such leave.
- H. Two sabbatical leaves may be granted each year.

**SECTION 2. BOARD POLICY 6224.02-E(1)--APPLICATION FORM FOR SABBATICAL LEAVE.** Applications for sabbatical leave must be received in the Human Resources Office not later than January 15 of the preceding school year. Please respond to all items completely, and attach documentation to support the request.

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_

College Degree and Institutions:

Degree	Institution	Year

During current school year (20\_\_\_\_), applicant is on Step \_\_\_\_\_.

Date of original appointment with Ingham Intermediate School District: \_\_\_\_\_

Dates of previous leaves of absence: \_\_\_\_\_

Reasons for previous leaves of absence: \_\_\_\_\_

Specific dates for which leave is requested: \_\_\_\_\_

Give purpose of sabbatical leave (study, travel, etc):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Program Outline and Description**

A. Describe the reasons for the leave and what you expect to accomplish in terms of end product. (Degree, publication, credit hours, etc.)

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B. Proposed activities for the leave.

Activity	Time Frame

C. List the specific ways this leave will serve the purpose/goals of the Ingham Intermediate School District:

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D. Indicate the reporting system agreed upon with your supervisor. Show nature of report, type of content, time frame, etc.

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\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**Approvals**

A. This request has been reviewed and is accurate and complete. I recommend approval.

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Division Head

\_\_\_\_\_  
Date

B. This request is not recommended. Reason:

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\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Division Head

\_\_\_\_\_  
Date

PLEASE FORWARD TO HUMAN RESOURCES OFFICE.

## ARTICLE 34

### ATTENDANCE AT CONFERENCES

**SECTION 1. ATTENDANCE AT CONFERENCES.** Employees may request permission to attend work-related conferences, subject to approval of their immediate supervisor. All allowable expenses including travel, housing, meals and conference fees will be reimbursed, pending approval. Written or verbal reports may be required.

Employees should anticipate their probable conference attendance costs in budget planning, since approvals may depend on the availability of funds.

The conference request should be submitted for each conference attended. Forms are available via purchasing stockroom supplies. Prior to attending the conference, the employee should notify his or her supervisor of their absence and provide a phone number so they can be reached, if necessary.

## ARTICLE 35

### MENTORING PROGRAM

#### **SECTION 1. DEFINITIONS.**

- A. Mentoring: a process that orients, assimilates and supports new or transferred staff.
- B. Mentor: a tenured master teacher, a licensed master practitioner with a minimum of five (5) years of experience, or a qualified professional who voluntarily agrees to assist and support a colleague within the context of an on-going, caring relationship and has demonstrated an ability to work with colleagues.
- C. Protégé: a beginning teacher or Professional employee in Classifications 1-150 and 151 and above who is in their first year of employment at Ingham Intermediate School District or an employee who transferred to a new position.
- D. Client: an adult, child and/or family served by a District Professional (Social Worker, Career Planning and Placement Specialist, Psychologist, etc.).

#### **SECTION 2. MENTORING RELATIONSHIPS.**

- A. Probationary teachers employed by the Ingham Intermediate School District who are within the first three (3) years of employment shall be assigned a mentor teacher for the purpose of assisting the probationary teacher's development into an effectively functioning Professional. This is defined by Section 1526, Public Acts 335 of 1992.
- B. Staff in Classification 1-150 who come to Ingham Intermediate School District and have achieved tenure in another Michigan school district or whose certification/licensing is governed by regulations not covered in tenure law (School Social Workers, Psychologists, Occupational Therapists, Physical Therapists, Career Planning and Placement Specialists, etc.) and are new to Ingham Intermediate School District shall be assigned a mentor for one (1) year (the first year) of their employment with the District. Staff in Classification 151 and above, who are either a new employee within the District or who have transferred into Classification 151 and above, shall be assigned a mentor for (1) year (the first year) of their assignment. This shall also include staff who have transferred into a new position within the same classification.



- C. Under special circumstances, staff described in Section 2(B) above may have their mentoring experience extended to a second year based on a decision made jointly by the program administrator, the mentor, and the protégé, with written notice to the Association President.

### **SECTION 3. DUTIES OF THE MENTOR.**

The mentor shall conduct activities which may include, but not be limited to, the following:

- A. Assist the protégé in a meaningful orientation of the program and School District.
- B. Serve as a resource person to the protégé.
- C. Convene regularly scheduled coaching/strategy sessions related to the development of the protégé's skill repertoire. Session topics by way of example may include but not be limited to such matters as:
  - i. Communicating appropriately with parents regarding student/client progress and behavior.
  - ii. Taking a positive approach to the management of student behavior.
  - iii. Dealing with individual differences and student/client evaluation methods.
  - iv. Successfully integrating special education students in the regular education classroom.
  - v. Managing the paperwork demands of the profession.
  - vi. Working with staff or other agencies in a collaborative manner to provide services to students/clients.
- D. Conduct observations in the beginning teacher's classroom or observations of client interactions with conferencing feedback to follow.
- E. Conduct model teaching in own or probationary teacher's classroom or model best practice with his/her own client with conferencing to follow.
- F. Jointly observe with the beginning teacher in another teacher's classroom or jointly observe with the new Professional another Professional's interaction with clients.

- G. Assisting the beginning teacher in the identification of professional development priorities and opportunities and in writing the Individual Development Plan (Tenure Act Amendment 38.83a and 38.92).
- H. Other forms of support deemed necessary and helpful by the mentor and the protégé.
- I. Upon the request of the administrator/supervisor, make recommendations for professional development.
- J. Complete a log of activity conducted with the protégé.

**SECTION 4. QUALIFICATION OF THE MENTOR.** A protégé's primary mentor shall be an IIPSA member who either has acquired teacher tenure, is a licensed Professional or a Professional in Classification 151 and above.

For new employees eligible for tenure, the mentor shall have five (5) years successful experience as a teacher. When mentors are not available from existing ranks of IIPSA staff, the District may assign mentors from other sources (retired teachers and staff members, University staff, etc.). Other mentors may be assigned in addition to the primary mentor and such mentors may come from outside the bargaining unit to supplement the mentoring experience (from business and industry, for example).

Only those IIPSA members who have acquired teacher tenure or are licensed Professionals or a Professional in Classification 151 and above, and have expressed a voluntary willingness to serve as a mentor to the IIPSA President and the Assistant Superintendent for Human Resources shall be available for assignment as a mentor.

## **SECTION 5. ASSIGNMENT OF THE MENTOR.**

- A. **PROCESS.** The IIPSA President or designee and Assistant Superintendent for Human Resources will agree on a pool of available/appropriate mentors after IIPSA members who are interested in becoming mentors submit their letter of interest to both the Assistant Superintendent of Human Resources and the IIPSA President. This will be an ongoing list. It shall then be the responsibility of the Program Administrator to appoint and inform the mentors and protégés and Human Resources of their assignments within the first two weeks of employment.

By the 1<sup>st</sup> of May each year, Human Resources will send a letter to all IIPSA staff currently not in the pool inviting them to serve as mentors. IIPSA staff must respond in writing to the IIPSA President and Assistant Superintendent for Human Resources if they are interested in serving as a mentor or continuing as a mentor by the 1<sup>st</sup> of September. The pool may be expanded as needed by agreement between the IIPSA President and the Assistant Superintendent for Human Resources. This pool shall be used to fill mentor needs across the District.

- B. **LENGTH OF MENTORING EXPERIENCE.** The mentor assignment shall be for the duration of one year.

Each beginning teacher shall be assigned a mentor teacher annually during the first three (3) years of the probationary teacher's employment as a teacher. At the end of each year the assignments shall be re-evaluated by the Program Administrator and IIPSA to determine what skill-match might be needed for each successive year for tenure eligible new staff to provide the broadest experience necessary for each protégé.

In the case of a first year employee who has attained tenure in another Michigan school district or whose credentials are governed by regulations outside of tenure law, the length of the mentoring experience shall be one (1) year, except as described in Section 2(C) above.

The mentor may request to be relieved of the mentoring responsibility and must inform both the Program Administrator and IIPSA in writing of their request at least two (2) weeks prior to the anticipated end of the mentoring relationship.

The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion. Consequently, both the protégé and the mentor need to be comfortable with the mentor assignment and may request an alternative assignment. The protégé shall be assigned to one mentor at a time unless the protégé specifically requests more than one mentor or a change in mentors. The protégé shall inform the appropriate IIPSA representative of concerns with the mentoring relationship. The Program Administrator shall be informed immediately and work towards resolving those concerns. A new mentor may be assigned.

- C. **ADDITIONAL MENTORS OR PROTÉGÉS.** The protégé shall be assigned to one mentor at a time unless the protégé specifically requests more than one mentor.

While it is not advised, mentors may under special circumstances have more than one protégé in one year. Under no circumstances will more than two protégés be assigned to one mentor in a given year.

**SECTION 6. CONFIDENTIALITY OF THE MENTOR/PROTÉGÉ RELATIONSHIP.** The mentor/protégé relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the protégé or the mentor.

The mentor shall provide the program administrator with regular updates regarding the progress of the mentoring relationship, and upon the request of the administrator, make recommendations regarding professional development for the new staff.

This does not relieve the mentor from any other reporting responsibilities as defined by law.

**SECTION 7. FACILITATING MENTOR/PROTÉGÉ SUPPORT ACTIVITY.** Upon the request of the mentor and protégé with the approval of the Program Administrator, the District may provide for the release of the mentor and/or protégé from their regularly scheduled duties when such release is required for the purpose of conducting observations, modeling best practice, and/or other support activities that are to be scheduled while students are in session.

**SECTION 8. LOG OF MENTORING ACTIVITY.** For purposes of maintaining a record of mentor/protégé support activity, the mentor shall be responsible for maintaining and submitting to the Program Administrator a copy of the mentor/protégé activity log. This must be submitted within seven (7) calendar days of the last scheduled day of work during the academic year or seven (7) calendar days following the completion of the one year mentoring experience.

**SECTION 9. SUGGESTED HOURS.** Hours of mentoring support activity shall be recorded on the log of mentor/protégé support activity. This record shall include activities that occur both during and outside of the regular work day. It is suggested that the following hours be used as a guideline when planning mentoring activities outside of the regular work day:

1 <sup>st</sup> year:	24 hours
2 <sup>nd</sup> year:	18 hours
3 <sup>rd</sup> year:	15 hours

**SECTION 10. COMPENSATION.** Mentors will be compensated at the rate of Five Hundred Seventy Five (\$575.00) Dollars per year for one mentor relationship for time spent as hours which shall occur before, during and/or after the mentor's scheduled work day. Payment will be received in June of each year, after receipt of the approved mentor/protégé activity log, submitted within seven (7) calendar days of the last scheduled day of work during the academic year or seven (7) calendar days following the completion of the one year mentoring experience or prorated to reflect an assignment that was less than one year in length.

Any mileage shall be reimbursed at the current IRS rate during the time of the assignment. This shall be submitted monthly.

In addition, the mentor may earn up to 1 SB-CEU per year for serving as a mentor.

**SECTION 11. TRAINING.** In order to be eligible for a mentor assignment, staff shall attend training sessions when required by the Assistant Superintendent of Human Resources.

Training will be offered two times each year. Training specific to working with new teachers eligible for tenure will be offered within the first (6) weeks of the academic year.

**SECTION 12. CONFLICT RESOLUTION.** Any disputes and/or conflicts which arise concerning this Article shall be submitted to the Assistant Superintendent for Human Resources.

**SECTION 13. MENTOR/PROTÉGÉ SUPPORT ACTIVITY LOG**

Protégé

Program Assignment:

School Year:

Mentor:

Date of Activity	Nature/Purpose of Activity*	Contact Hours	Before, During, After Work Hours	Mentor Initials	Protégé Initials

\*Support Activities: List number of the support activity description that best fits the nature and purpose of the activity you are recording.

1)	Observation of protégé	6)	Orientation session for protégé
2)	Observation of mentor's classroom or interaction with client/parent by protégé	7)	Regularly scheduled coaching/strategy session on skill improvement
3)	Observation by mentor and protégé in another classroom or client session	8)	Consultation concerning professional development priorities for the protégé
4)	Mentor model teaching or model practicing in the protégé's classroom or with protégé's client	9)	Feedback conference resulting from observations and other visits
5)	Consultation session on protégé's questions	10)	Other forms of support

**APPROVAL:**

Program Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Forward to Business Office on: \_\_\_\_\_

## ARTICLE 36

### PROCEDURE FOR CLASSIFICATION REVIEW

**SECTION 1. INITIATION OF REVIEW.** Reclassification of an existing job can be initiated by the Employer or the employee. Employees will be limited to one reclassification request per year unless the job description is revised during the year.

**SECTION 2. PROCEDURE.**

- A. If a supervisor and/or employee believe the duties of the position have changed, so that the position may not correctly be placed under the Wage and Compensation System, either party may seek a review of the position in writing to the Assistant Superintendent of Human Resources with a copy to the Association.
- B. The employee and supervisor will update the General Summary, Duties and/or Responsibilities (where appropriate) of the job description. Once there is an agreement between the supervisor and the employee of the changes to the job description, it will be submitted to the unit/program cabinet member for review. The completed job description will be forwarded to the next step of this procedure within fifteen (15) working days from the date of the written request to seek classification review.

If there is no agreement between the supervisor and the employee of the changes to the job description, the employee may opt to proceed to the next level if he/she so desires.

The unit/program cabinet member, the supervisor, the IIPSA President or designee, the employee and the Assistant Superintendent of Human Resources shall review both job descriptions in accord with the Wage and Compensation Plan.

The Assistant Superintendent of Human Resources will review the revised job description and make a decision within fifteen (15) working days on an appropriate grade placement pursuant to the Wage and Compensation Plan. The decision of the Assistant Superintendent of Human Resources will be final and will set forth the point factors assigned to the job and the reasons therefore.

- C. The decision will be reported to the incumbent in the position and the Association President or designee. If the decision will result in an upgrade of the position, the requested upgrade will be taken to the Board of Education for approval and will be implemented as of the first pay period after the initial request for reclassification review.



was made in (A) above. If the review determines that the position is overclassified, no action will be taken.

- D. If at any step in the process the scheduled time frame cannot be met by the responding party for good reason, an extension of not more than one equal time period can be utilized by informing the incumbent, the District and the Association, as applicable.

**SECTION 3. COMPENSATION SYSTEM TEST.** The ultimate test of a good compensation system is that there will be perceived equity; that is, that the employee whose wages and benefits are regulated by the system will see themselves as being placed in fair and equal pay relationships with others. There are two kinds of equity; internal equity looks to the relationship in pay between people doing like work in different departments or divisions within the organization, while external equity looks to the relationship with other organizations' rates of pay for like work.

## APPENDIX A

### **Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: East Lansing ASD Program**

August 18, 2020	Preparation Day
August 19, 2020	Professional Development Day
August 20, 2020	Professional Development AM; PM Planning
August 21, 2020	Professional Development Day
August 24, 2020	Professional Development Day – East Lansing
August 25, 2020	First Day – Half day Students-Planning PM
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
September 23, 2020	Late Start/Morning PD(staff)
September 25, 2020	Half-day– No PM classes – Professional Development PM
October 7, 2020	Student Count Day
October 13, 2020	Half Day – No PM classes – Records
October 15, 2020	Half Day – No PM classes – Parent/Teacher Conferences
October 20, 2020	Half Day – No PM classes – Parent/Teacher Conferences
October 21, 2020	Late Start/Morning PD(staff)
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 18, 2021	MLK Day – No students or staff
February 10, 2021	Student Count Day
February 15, 2021	President’s Day – No classes
February 24, 2021	Late Start/Morning PD(staff)
March 9, 2021	Half Day – No PM Classes – Planning
March 11, 2021	Half Day – No PM Classes – Parent/Teacher Conferences
March 16, 2021	Half Day – No PM Classes – Parent/Teacher Conferences
March 17, 2021	Late Start/Morning PD(staff)
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 31, 2021	Memorial Day Holiday - No classes

June 4, 2021  
June 7, 2021

Last Day Students Half Day AM – Records PM  
Preparation Day- Last Day for Teachers (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 4, no need to report on June 7)

**Student Days:** 180  
**Staff Days:** 186  
**Preparation Days:** 2 full days  
**Records Days:** 2 half days  
**Planning Days:** 3 half days  
**Professional Development\*:** 3 full days, 2 half days, 4 late start days (2 hours each)

**Student Hours:** Full Day – 8:45-3:37  
AM Only – 8:45-12:10  
Late Start – 10:45-3:37

**Student Instructional Hours:** 167 days at 6.86 hours = 1,145.62  
9 days at 3.42 hours = 30.78  
4 days at 4.86 hours = 19.44  
Total = 180 days = 1,195.84 Hours

**Professional Staff Hours:** Work Day = 8:30-4:00 with a 30-minute duty-free lunch

**Paraprofessional Staff Hours:** Work Day = 8:30-4:00 with a 30-minute duty-free lunch  
Half Day = 8:30-12:15

**Number of Instructional Student Days Each Month (full/half):**

August	4/1	November	18	February	19	May	20
September	19/1	December	14	March	20/3	June	3/1
October	19/3	January	19	April	16	Total	171/9

## APPENDIX B

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: Stockbridge ASD Program

August 18, 2020	Preparation Day
August 19, 2020	Professional Development Day
August 20, 2020	Professional Development AM - PM Planning
August 21, 2020	Professional Development Day
August 24, 2020	First Day - Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
September 16, 2020	Late Start/Morning PD(staff)
September 25, 2020	Half-day Professional Development – No PM classes
October 7, 2020	Student Count Day
October 7, 2020	Late Start/Morning PD(staff)
October 28, 2020	Late Start/Morning PD(staff)
November 11, 2020	K-2 Parent/Teacher Conferences(evening)
November 12, 2020	K-2 Parent/Teacher Conferences(evening)
November 18, 2020	Late Start/Morning PD(staff) Planning(Teacher)
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
December 9, 2020	Late Start/Morning PD(staff)
December 18, 2020	Half Day Planning – No PM classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day Records - No PM classes
January 18, 2021	MLK Day – No students or staff
January 20, 2021	Late Start/Morning PD(staff)
February 10, 2021	Student Count Day
February 15, 2021	President’s Day – No classes
February 17, 2021	Late Start/Morning PD(staff)
March 10, 2021	K-6 Parent/Teacher Conferences(evening)
March 17, 2021	Late Start/Morning PD(staff) Planning(Teacher)
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
April 28, 2021	Late Start/Morning PD(staff)

May 19, 2021 Late Start/Morning PD(staff)  
 May 31, 2021 Memorial Day Holiday - No classes

June 3, 2021 Last Day Students Half Day AM - Records PM  
 June 4, 2021 Preparation Day- Last Day for Teachers (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 3, no need to report on June 4)

**Student Days:** 180

**Staff Days:** 185

**Preparation Days:** 2 full days  
**Records Days:** 2 half days  
**Planning Days:** 2 half days, 2 late start days (2.5 hours each)  
**Professional Development\*:** 2 full days, 1 half day, 8 late start days (2.5 hours each)

**Student Hours:** Full Day – 8:50-3:35  
 AM Only – 8:50-12:00  
 Late Start – 11:25-3:35

**Student Instructional Hours:** 166 days at 6.75 hours = 1,120.5  
 4 days at 3.17 hours = 12.68  
 10 days at 4.17 hours = 41.70  
 Total = 180 days = 1,174.38 Hours

**Professional Staff Hours:** Work Day = 8:30-4:00 with a 30-minute duty-free lunch

**Paraprofessional Staff Hours:** Work Day = 8:30-4:00 with a 30-minute duty-free lunch

**Number of Instructional Student Days Each Month (full/half):**

August	6	November	18	February	19	May	20
September	19/1	December	13/1	March	23	June	2/1
October	22	January	18/1	April	16	Total	176/4

## APPENDIX C

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: *Early On*- Calendar

July 3, 2020	No Staff (District Closed)
July 2020	185 Day Staff works 56 hours/8 days
August 2020	185 Day Staff works 56 hours/8 days
September 4, 2020	No <i>Early On</i> 185-day staff
September 7, 2020	Labor Day - No Staff (District Closed)
September 8, 2020	1 Day Prep/PM Service Coordination Meeting
September 15, 2020	Early On Staff Meeting
November 11, 2020	½ Day Planning/½ Day Records
November 23-25, 2020	Thanksgiving Break - No <i>Early On</i> 185-day staff
November 26-27, 2020	Thanksgiving - No Staff (District Closed)
December 21, 2020	First Day Winter Break
January 4, 2021	Services Resume
January 18, 2021	MLK Day –No Staff (District Closed)
February 15, 2021	President's Day - No <i>Early On</i> 185-day staff
March 18, 2021	½ Day Planning/½ Day Records
April 2, 2021	½ Day – No <i>Early On</i> 185-day staff PM
April 5, 2021	First Day Spring Break
April 12, 2021	Classes Resume
May 27, 2021	½ Day Planning
May 31, 2021	Memorial Day - No Staff (District Closed)
June 2021	Staff works 63 hours/9 days (If year-end documentation is completed and submitted to the assigned supervisor by the end of the day June 29, 2021, work 8 days in June). The 9 <sup>th</sup> day worked, if needed, is the 1 Day Prep
<b>Preparation Days:</b>	2 Days
<b>Records Days:</b>	1 Day (2 half days)
<b>Planning Days:</b>	1 1/2 Days (3 half days)
<b>Professional Staff Hours:</b>	7 hours plus a 30-minute duty free lunch

IIPSA 1-150 Staff works 185 days with 8 days in July 2020, 8 days in August 2020 and 9 days June 2021. The remaining 160 work days are across the rest of the school year.

## APPENDIX D

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Programs: Evergreen

August 19, 2020	Professional Development Day
August 20, 2020	Professional Development Day
August 21, 2020	Professional Development Day
August 24, 2020	No Staff – No Students
August 25, 2020	Preparation Day
August 26, 2020	First Day – Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
September 25, 2020	Half-day Professional Development – No PM classes
October 7, 2020	Student Count Day
October 23, 2020	Half Day Records - No PM classes [End of 1st quarter]
November 5, 2020	Half-Day Planning Evergreen PM classes (PT Conferences)
November 11, 2020	Half-day Professional Development – No PM classes.
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day Records - No PM classes [End of 2nd quarter]
January 18, 2021	MLK Day – No students or staff
February 10, 2021	Student Count Day
February 12, 2021	No Students – No Staff
February 15, 2021	President’s Day – No classes
February 16, 2021	No Students - No Staff
March 5, 2021	Half-day Professional Development – No PM classes
March 26, 2021	Half-day Records - No PM classes [End of 3rd quarter]
April 1, 2021	Half-day Planning – No PM classes
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 28, 2021	Half-day Planning – No PM classes
May 31, 2021	Memorial Day Holiday - No classes

June 9, 2021 Half-day Records – No PM classes (Last Day)  
 June 10, 2021 Preparation Day – Last Day for Teachers [End of 4th quarter]  
 (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10.)

**Student Days:** 180

**Staff Days:** 185

**Professional Development:** 3 full days & 3 half days\*  
**Preparation Days:** 2 full days  
**Records Days:** 4 half days  
**Planning Days:** 3 half days

**Student Hours:** Full Day – 8:30-2:50  
 AM Only – 8:30-11:15

**Student Instructional Hours:** 170 days at 6.33 hours = 1,076.1  
 10 days at 2.75 hours = 27.5  
 Total = 180 days = 1,103.60 Hours

**Professional Staff Hours:** Work Day = 8:15-3:45 with a 30-minute duty-free lunch

**Paraprofessional Staff Hours:** Work Day = 8:20-3:05 with a 30-minute duty-free lunch

**Number of Instructional Student Days Each Month (full/half):**

August	4	November	16/2	February	17	May	19/1
September	19/1	December	14	March	21/2	June	6/1
October	21/1	January	18/1	April	15/1	Total	170/10

\*additional ½ day of PD to be determined with staff



## APPENDIX E

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: Heartwood School

August 19, 2020	PD Day
August 20, 2020	PD a.m. – Planning p.m.
August 21, 2020	PD Day – Marzano Instructional Framework
August 24, 2020	No Staff – No Students
August 25, 2020	Preparation Day
August 26, 2020	First Day- Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day – No Classes
September 11, 2020	Half Day for Students – Planning for All Staff p.m.
September 25, 2020	Half Day Students – PD for All Staff p.m. (ALICE training)
October 7, 2020	Student Count Day
October 16, 2020	Half Day for Students – Planning p.m.
October 30, 2020	Half Day for Students – Records p.m./Progress Reports Due
November 2, 2020	Half Day for Students – Parent Conferences @ 12:30-6:30 p.m. Para’s work full day
November 13, 2020	Half Day for Students - Half Day PD for All Staff p.m.
November 25, 2020	No Staff – No Students
November 26, 2020	Thanksgiving – No Classes
November 27, 2020	Thanksgiving – No Classes
December 11, 2020	Half Day for Students – PD p.m.
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day for Students – Planning p.m.
January 18, 2021	MLK Day – No Classes
February 10, 2021	Student Count Day
February 12, 2021	No Staff – No Students
February 15, 2021	Presidents Day – No Classes
February 16, 2021	No Staff – No Students
March 5, 2021	Half Day for Students – PD p.m.
March 26, 2021	Half Day for Students – Records p.m./Progress Reports Due
March 29, 2021	Half Day for Students – Parent Conferences @ 12:30-6:30 p.m.
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume

May 28, 2021 Half Day for Students - PD p.m. for All Staff  
 May 31, 2021 Memorial Day – No Classes

June 9, 2021 Last Day of School – Half Day for Students – Records  
 p.m./Progress Reports Due  
 June 10, 2021 Preparation Day – Last Day for Staff  
 (If year-end documentation is completed and submitted to the  
 assigned supervisor by the end of the school day June 9, no need to  
 report on June 10)

**Student Days:** 180  
**Staff Days:** 185

**Student Hours:** Full Day – 8:30 AM – 2:50 PM  
 Half Day – 8:30 AM – 11:50 AM

**Student Instructional Hours:** 167 Days at 6.33 Hours =1057.11  
 13 Half Days at 3.33 Hours = 43.29  
 Total = 1,100.40

**Professional Staff Hours:** Work Day = 8:00-3:30 with a 30-minute duty free lunch  
 \*Can access PWH for 15 minutes before and 15 minutes  
 after student contact time

**Paraprofessional Staff Hours:** 8:15 a.m. - 3:00 p.m. Full day  
 8:15 a.m. – 12:00 p.m. Half-day

**Records Days:** 3 half days  
**Professional Development:** 5 days (2 full days, 6 half days)  
**Planning Days** 4 half days  
**Preparation Days** 2 days  
**Conference:** 2 half days

**Number of Instructional Student Days Each Month: (full/half)**

<b>August:</b> 4	<b>November:</b> 16/2	<b>February:</b> 17	<b>May:</b> 19/1
<b>September:</b> 18/2	<b>December:</b> 13/1	<b>March:</b> 20/3	<b>June:</b> 6/1
<b>October:</b> 20/2	<b>January:</b> 18/1	<b>April:</b> 16	<b>Total</b> 167/13

## APPENDIX F

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: Ingham Academy

August 19, 2020	Professional Development Day
August 20, 2020	Professional Development Day
August 21, 2020	Professional Development Day
August 24, 2020	No Staff – No Students
August 25, 2020	Preparation Day
August 26, 2020	First Day – Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
September 25, 2020	Half-day Professional Development – No PM classes
October 7, 2020	Student Count Day
October 23, 2020	Half Day Records - No PM classes [End of 1st quarter]
November 11, 2020	Half-day Planning AM/Half-day Professional Development PM
November 12, 2020	Half-day Planning PM – No PM Classes (PT Conferences)
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day Records - No PM classes [End of 2nd quarter]
January 18, 2021	MLK Day – No students or staff
February 10, 2021	Student Count Day
February 12, 2021	No Students – No Staff
February 15, 2021	President’s Day – No classes
February 16, 2021	No Students - No Staff
March 5, 2021	Half-day Professional Development – No PM classes
March 26, 2021	Half-day Records - No PM classes [End of 3rd quarter]
April 1, 2021	Half-day Planning – No PM classes
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 28, 2021	Half-day Planning – No PM classes
May 31, 2021	Memorial Day Holiday - No classes

June 9, 2021 Half-day Records – No PM classes (Last Day)  
 June 10, 2021 Preparation Day – Last Day for Teachers [End of 4th quarter]  
 (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10.)

**Student Days:** 180

**Staff Days:** 185

**Professional Development:** 3 full days & 3 half days\*  
**Preparation Days:** 2 full days  
**Records Days:** 4 half days  
**Planning Days:** 4 half days

**Student Hours:** Full Day – 8:15 to 3:05 or 9:08 to 4:00  
 AM Only –8:15 to 11:40 or 9:08 to 12:25

**Student Instructional Hours:** 170 days at 6.08 hours = 1,033.6  
 9 days at 3.42 hours = 30.78  
 179 days = 1064.38  
 8 days at 3.33= 26.64 (Summer)  
 Total =187 days=1,091.02 Hrs (apply for day/hours waiver)

**Professional Staff Hours:** Work Day = 8:00 to 3:30 or 8:45 to 4:15 with a 30-minute duty-free lunch

**Paraprofessional Staff Hours:** Work Day = 8:00 to 3:15 or 8:55 to 4:10 with a 30-minute duty-free lunch  
 Half Day = 8:00 to 11:45 or 8:55 to 12:40

**Number of Instructional Student Days Each Month (full/half):**

August	4	November	16/1	February	17	May	19/1
September	19/1	December	14	March	21/2	June	6/1
October	21/1	January	18/1	April	15/1	Total	170/9

\*additional ½ day of PD to be determined with staff

## APPENDIX G

### **Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: Malcolm Williams School**

August 19, 2020	Professional Development Day
August 20, 2020	Professional Development Day
August 21, 2020	Professional Development Day
August 24, 2020	No Staff – No Students
August 25, 2020	Preparation Day
August 26, 2020	First Day – Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
September 25, 2020	Half-day Professional Development – No PM classes
October 7, 2020	Student Count Day
October 23, 2020	Half Day Records - No PM classes [End of 1st quarter]
November 5, 2020	Half-Day Planning No PM classes (PT Conferences)
November 11, 2020	Half-day Professional Development – No PM classes.
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day Records - No PM classes [End of 2nd quarter]
January 18, 2021	MLK Day – No students or staff
February 10, 2021	Student Count Day
February 12, 2021	No Students – No Staff
February 15, 2021	President’s Day – No classes
February 16, 2021	No Students - No Staff
March 5, 2021	Half-day Professional Development – No PM classes
March 26, 2021	Half-day Records - No PM classes [End of 3rd quarter]
April 1, 2021	Half-day Planning – No PM classes
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 28, 2021	Half-day Planning – No PM classes
May 31, 2021	Memorial Day Holiday - No classes

June 9, 2021 Half-day Records – No PM classes (Last Day)  
 June 10, 2021 Preparation Day – Last Day for Teachers [End of 4th quarter]  
 (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10.)

**Student Days:** 180

**Staff Days:** 185

**Professional Development:** 3 full days & 3 half days\*

**Preparation Days:** 2 full days

**Records Days:** 4 half days

**Planning Days:** 3 half days

**Student Hours:** Full Day – 8:15 to 11:25 and 12:05 to 3:15  
 AM Only – 8:15 to 11:25

**Student Instructional Hours:** 170 days at 6.33 hours = 1,076.1  
 10 days at 3.17 hours = 31.7

Total = 180 days = 1,107.80 Hours

**Professional Staff Hours:** Work Day = 8:00-3:30 with a 30-minute duty-free lunch

**Paraprofessional Staff Hours:** Work Day = 8:05-3:20 with a 30-minute duty-free lunch

**Number of Instructional Student Days Each Month (full/half):**

August	4	November	16/2	February	17	May	19/1
September	19/1	December	14	March	21/2	June	6/1
October	21/1	January	18/1	April	15/1	Total	170/10

\*additional ½ day of PD to be determined with staff

## APPENDIX H

### **Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: Project SEARCH Transition Programs**

August 19, 2020	Professional Development Day
August 20, 2020	Professional Development AM – Planning PM
August 21, 2020	Professional Development Day
August 24, 2020	No Staff – No Students
August 25, 2020	Preparation Day
August 26, 2020	First Day- Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day – No Classes
September 25, 2020	Half Day Students- Professional Development PM
October 7, 2020	Student Count Day
October 16, 2020	Half Day for Students – Planning PM
October 30, 2020	Half Day for Students – Records PM/Progress Reports Due
November 2, 2020	Half Day for Students – Parent Conferences/IEPs 12:30-6:30 PM
November 13, 2020	Half Day for Students - Professional Development PM
November 25, 2020	No Staff – No Students
November 26, 2020	Thanksgiving Day– No Classes
November 27, 2020	Thanksgiving Break– No Classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day for Students – Planning PM
January 18, 2021	MLK Day – No Classes
February 10, 2021	Student Count Day
February 12, 2021	No Staff – No Students
February 15, 2021	Presidents Day – No Classes
February 16, 2021	No Staff – No Students
March 5, 2021	Half Day for Students – Professional Development PM
March 26, 2021	Half Day for Students – Records PM/Progress Reports Due
March 29, 2021	Half Day for Students – Parent Conferences/IEPs 12:30-6:30 PM
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 28, 2021	Half Day - Professional Development PM
May 31, 2021	Memorial Day – No Classes

June 9, 2021 Last Day – Half Day for Students – Records PM/Progress Reports Due  
 June 10, 2021 Preparation Day – Last Day for Staff  
 (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10, 2021)

**Student Days:** 180  
**Staff Days:** 185

**Student Hours:** Full Day – 7:45 AM – 2:30 PM  
 Half Day – 7:45 AM – 11:00 AM

**Student Instructional Hours:** 169 Days at 6.75 Hours = 1140.75  
 11 Half Days at 3.25Hours = 35.75  
 Total = 1176.50

**Professional Staff Hours:** Work Day = 7:30-3:00 with a 30-minute duty free lunch  
 \*Can access PWH for 15 minutes before and 15 minutes after student contact time

**Record Days:** 3 half days  
**Professional Development:** 2 full days, 5 half days = 4.5 days total\*  
**Planning Days:** 3 half days  
**Preparation Days** 2 full days  
**Parent/Teacher Conferences:** 2 half days

**Number of Instructional Student Days Each Month: (full/half)**

<b>August:</b> 4	<b>November:</b> 16/2	<b>February:</b> 17	<b>May:</b> 19/1
<b>September:</b> 19/1	<b>December:</b> 14	<b>March:</b> 20/3	<b>June:</b> 6 /1
<b>October:</b> 20 /2	<b>January:</b> 18/1	<b>April:</b> 16	Total: 169/11

\*additional ½ day of PD to be determined with staff



## APPENDIX I

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: SAIL Transition Program

August 19, 2020	Professional Development Day
August 20, 2020	Professional Development AM – Planning PM
August 21, 2020	Professional Development Day
August 24, 2020	No Staff – No Students
August 25, 2020	Preparation Day
August 26, 2020	First Day- Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day – No Classes
September 25, 2020	Half Day Students- Professional Development PM for all staff
October 7, 2020	Student Count Day
October 16, 2020	Half Day for Students – Planning PM
October 30, 2020	Half Day for Students – Records PM/Progress Reports Due
November 2, 2020	Half Day for Students – Parent Conferences/IEPs 12:30-6:30 PM
November 13, 2020	Half Day for Students - Professional Development PM
November 25, 2020	No Staff – No Students
November 26, 2020	Thanksgiving Day– No Classes
November 27, 2020	Thanksgiving Break– No Classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day for Students – Planning PM
January 18, 2021	MLK Day – No Classes
February 10, 2021	Student Count Day
February 12, 2021	No Staff – No Students
February 15, 2021	Presidents Day – No Classes
February 16, 2021	No Staff - No Students
March 5, 2021	Half Day for Students – Professional Development PM - All Staff
March 26, 2021	Half Day for Students – Records PM/Progress Reports Due
March 29, 2021	Half Day for Students – Parent Conferences/IEPs 12:30-6:30 PM
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 28, 2021	Half Day - Professional Development PM
May 31, 2021	Memorial Day – No Classes

June 9, 2021 Last Day – Half Day for Students – Records PM/Progress Reports Due  
 June 10, 2021 Preparation Day – Last Day for Staff  
 (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10, 2021)

**Student Days:** 180  
**Staff Days:** 185

**Student Hours:** Full Day – 8:30 a.m. – 2:50 p.m.  
 Half Day – 8:30 a.m. – 11:50 a.m.

**Student Instructional Hours:** 169 Days at 6.33 Hours = 1069.77  
 11 Half Days at 3.33 Hours = 36.63  
 Total = 1106.40

**Professional Staff Hours:** Work Day = 8:00-3:30 with a 30-minute duty free lunch  
 \*Can access PWH for 15 minutes before and 15 minutes after student contact time

**Paraprofessional Hours:** Full day - 8:15 – 3:00 p.m.  
 Half day – 8:15 – 12:00 p.m.

**Record Days:** 3 half days  
**Professional Development:** 2 full days, 5 half days = 4.5 days total\*  
**Planning Days:** 3 half days  
**Preparation Days** 2 full days  
**Parent/Teacher Conferences:** 2 half days

**Number of Instructional Student Days Each Month: (full/half)**

<b>August:</b> 4	<b>November:</b> 16/2	<b>February:</b> 17	<b>May:</b> 19/1
<b>September:</b> 19/1	<b>December:</b> 14	<b>March:</b> 20/3	<b>June:</b> 6/1
<b>October:</b> 20/2	<b>January:</b> 18/1	<b>April:</b> 16	<b>Total</b> 169/11

\*additional ½ day of PD to be determined with staff

## APPENDIX J

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: Secondary Learning Center

August 19, 2020	Professional Development Day
August 20, 2020	Professional Development Day
August 21, 2020	Professional Development Day
August 24, 2020	No Staff – No Students
August 25, 2020	Preparation Day
August 26, 2020	First Day – Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
September 25, 2020	Half-day Professional Development – No PM classes
October 7, 2020	Student Count Day
October 23, 2020	Half Day Records - No PM classes [End of 1st quarter]
November 5, 2020	Half-Day Planning No PM classes (PT Conferences)
November 11, 2020	Half-day Professional Development – No PM classes.
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day Records - No PM classes [End of 2nd quarter]
January 18, 2021	MLK Day – No students or staff
February 10, 2021	Student Count Day
February 12, 2021	No Students – No Staff
February 15, 2021	President’s Day – No classes
February 16, 2021	No Students - No Staff
March 5, 2021	Half-day Professional Development – No PM classes
March 26, 2021	Half-day Records - No PM classes [End of 3rd quarter]
April 1, 2021	Half-day Planning – No PM classes
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 28, 2021	Half-day Planning – No PM classes
May 31, 2021	Memorial Day Holiday - No classes

June 9, 2021 Half-day Records – No PM classes (Last Day)  
 June 10, 2021 Preparation Day – Last Day for Teachers [End of 4th quarter]  
 (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10.)

**Student Days:** 180

**Staff Days:** 185

**Professional Development:** 3 full days & 3 half days\*

**Preparation Days:** 2 full days

**Records Days:** 4 half days

**Planning Days:** 3 half days

**Student Hours:** Full Day – 7:55 – 2:15  
 AM Only – 7:55 – 10:40

**Student Instructional Hours:** 170 days at 6.33 hours = 1,076.1  
 10 days at 2.75 hours = 27.5

Total = 180 days = 1,103.60 Hours

**Professional Staff Hours:** Work Day = 7:40-3:10 with a 30-minute duty-free lunch

**Paraprofessional Staff Hours:** Work Day = 7:40-2:25 with a 30-minute duty-free lunch

**Number of Instructional Student Days Each Month (full/half):**

August	4	November	16/2	February	17	May	19/1
September	19/1	December	14	March	21/2	June	6/1
October	21/1	January	18/1	April	15/1	Total	170/10

\*additional ½ day of PD to be determined with staff

## APPENDIX K

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: Student Support Services (Itinerant Staff)

August 19, 2020	Professional Development Day
August 20, 2020	Professional Development AM; Prep PM
August 21, 2020	Professional Development Day
August 24, 2020	No Staff
August 25, 2020	Preparation Day
August 26, 2020	First Day – Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
September __, 2020*	Half-day Professional Development – No PM Classes
October 7, 2020	Student Count Day
October 30, 2020	All Itinerant Meeting (AM)
October __, 2020*	No PM Students, ½ Day Records
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
November __, 2020*	No PM Students, ½ Day Planning
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 18, 2021	MLK Day – No students or staff
January __, 2021*	No PM Students, ½ Day Planning
February 10, 2021	Student Count Day
February 11, 2021	All Itinerant Meeting (PM)
February 12, 2021	No Students – No Staff
February 15, 2021	President’s Day – No classes
February 16, 2021	No Students - No Staff
March __, 2021*	No PM Students, ½ Day Planning
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 27, 2021	All Itinerant Meeting (AM)
May 31, 2021	Memorial Day Holiday - No classes

*\*Actual date determined based on districts served*

June 9, 2021  
June 10, 2021

No PM Students, ½ Day Records (Last Day)  
Preparation Day – Last Day for Staff  
(If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10.)

**Staff Days:** 185  
**Preparation Days:** 2.5 (2 full days, 1 ½ day)  
**Records Days:** 1 (2 ½ days)  
**Planning Days:** 1.5 (3 ½ days)  
**Professional Development:** 3 days (2 full days, 2 ½ days)

**Professional Staff Hours:** Work Day = 7 hours plus a 30-minute duty free lunch

**Reporting Writing:** A minimum of 4 hours per week shall be incorporated within each staff person’s schedule for report writing. All Medicaid reports (e.g. service logs and monthly summaries) shall be submitted not later than the end of the month following the month of service.

## APPENDIX L

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: St. Vincent's Home School

August 19, 2020	Professional Development Day
August 20, 2020	Professional Development Day
August 21, 2020	Professional Development Day
August 24, 2020	No Staff – No Students
August 25, 2020	Preparation Day
August 26, 2020	First Day – Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
September 25, 2020	Half-day Professional Development – No PM classes
October 7, 2020	Student Count Day
October 23, 2020	Half Day Records - No PM classes [End of 1st quarter]
November 5, 2020	Half-Day Planning No PM classes (PT Conferences)
November 11, 2020	Half-day Professional Development – No PM classes.
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	Half Day Records - No PM classes [End of 2nd quarter]
January 18, 2021	MLK Day – No students or staff
February 10, 2021	Student Count Day
February 12, 2021	No Students – No Staff
February 15, 2021	President's Day – No classes
February 16, 2021	No Students - No Staff
March 5, 2021	Half-day Professional Development – No PM classes
March 26, 2021	Half-day Records - No PM classes [End of 3rd quarter]
April 1, 2021	Half-day Planning – No PM classes
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
May 28, 2021	Half-day Planning – No PM classes
May 31, 2021	Memorial Day Holiday - No classes

June 9, 2021 Half-day Records – No PM classes (Last Day)  
 June 10, 2021 Preparation Day – Last Day for Teachers [End of 4th quarter]  
 (If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10.)

**Student Days:** 180

**Staff Days:** 185

**Professional Development:** 3 full days & 3 half days\*

**Preparation Days:** 2 full days

**Records Days:** 4 half days

**Planning Days:** 3 half days

**Student Hours:** Full Day – 7:55 – 2:45  
 AM Only – 7:55 - 11:14

**Student Instructional Hours:** 170 days at 6.32 hours = 1,074.4  
 10 days at 3.32 hours = 33.2

Total = 180 days = 1,107.50 Hours

**Professional Staff Hours:** Work Day = 7:40-3:10 with a 30-minute duty-free lunch

**Paraprofessional Staff Hours:** Work Day = 7:40-2:55 with a 30-minute duty-free lunch

**Number of Instructional Student Days Each Month (full/half):**

August	4	November	16/2	February	17	May	19/1
September	19/1	December	14	March	21/2	June	6/1
October	21/1	January	18/1	April	15/1	Total	170/10

\*additional ½ day of PD to be determined with staff



## APPENDIX M

### Ingham Intermediate School District 2020-2021 Calendar/Staff Hours Program: Wilson Talent Center

August 11, 2020	Student Registration 4-7pm ( <i>pending Covid Health Guidelines</i> )
August 19, 2020	Planning AM – Professional Development PM
August 20, 2020	Planning AM & PM
August 20, 2020	Student Registration 9am-12pm ( <i>pending Covid Health Guidelines</i> )
August 21, 2020	Professional Development Day
August 24, 2020	No Staff
August 25, 2020	Teacher Prep Day
August 26, 2020	First Day - Students
September 4, 2020	No Staff – No Students
September 7, 2020	Labor Day - No School
October 9, 2020	<b>End of MP1</b>
October 21, 2020	Fall Advisory Dinner
November 5, 2020	Parent Teacher Conferences 4-8pm
November 20, 2020	<b>End of MP2/Tri1</b>
November 25, 2020	No Students – No Staff
November 26, 2020	Thanksgiving- No classes
November 27, 2020	Thanksgiving - No classes
December 9, 2020	WTC Open House 4:30-7:30pm
December 21, 2020	First Day Winter Recess
January 4, 2021	Classes Resume
January 15, 2021	No A.M. Classes – Records A.M. – <b>End of MP3/Sem1</b>
January 18, 2021	MLK Day – No students or staff
February 12, 2021	No Students – No Staff
February 15, 2021	President’s Day – No classes
February 16, 2021	No Students - No Staff
February 26, 2021	<b>End of MP4/Tri2</b>
April 2, 2021	No Staff – No Students
April 5, 2021	First Day Spring Recess
April 12, 2021	Classes Resume
April 16, 2021	<b>End of MP5</b>
May 13, 2021	Showcase 4:00-7:00pm
May 31, 2021	Memorial Day Holiday - No classes
June 9, 2021	Half-day Records – No PM classes <b>End of MP 6/Tri3/Sem2</b>

June 10, 2021

Preparation Day – Last Day for Teachers  
(If year-end documentation is completed and submitted to the assigned supervisor by the end of the school day June 9, no need to report on June 10)

**Total Staff Days:** 185

**Professional Staff Hours:** 7:45 AM to 3:15 PM with a 30-minute duty-free lunch

**Student Instructional Hours:** AM: 179 days @ 2.67 hours/day = 477.93 hours  
PM: 179 days @ 2.67 hours/day = 477.93 hours

**Student Hours:**

WTC Student Hours: AM-8:00-10:40 PM-11:35-2:15  
PCT Student Hours: AM-7:30-10:10 T. TH. PM-11:40-2:30  
Cosmetology Student Hours: PM-11:35-4:05  
New Media – 3<sup>rd</sup> Session: PM-3 :15-5:15 M. W. & Th. & 4 hours/week online

**Preparation Days:** 2 days (2 full days)

**Record Days:** 1 day (2 ½ days)

**Planning Days:** 1.5 days (1 full, 1 ½ day)

**Professional Development:** \* 1.5 days (1 full, 1 ½ day)

**Number of Instructional Student Days Each Month:**

<b>Aug</b>	4	<b>Dec</b>	14	<b>Apr</b>	16
<b>Sept</b>	20	<b>Jan</b>	18/19	<b>May</b>	20
<b>Oct</b>	22	<b>Feb</b>	17	<b>June</b>	7/6
<b>Nov</b>	18	<b>Mar</b>	23	<b>TOTAL</b>	179

**\*Note:** Five Professional Development Days (30 hours): 8/19 – ½ day, 8/21 – full day, 9 – 1 hr PD Sessions – days TBD, and 1 TLT (Learning Walk) 1/ 2 day – day TBD, and 9 hours additional PD.

**APPENDIX N**

**IIPSA Salary Schedule Classification 1-150  
2020-2021 with 0% increase\***

<b>Steps</b>	<b>ND/</b>	<b>ND+/</b>	<b>BA/</b>	<b>BA+/</b>	<b>MA/</b>	<b>MA+/</b>	<b>PhD/</b>
1	\$37,090 200.49 28.64	\$38,704 209.21 29.89	\$40,314 217.91 31.13	\$41,927 226.63 32.38	\$43,542 235.36 33.62	\$46,766 252.79 36.11	\$49,990 270.22 38.60
2	\$37,897 204.85 29.26	\$39,509 213.56 30.51	\$41,120 222.27 31.75	\$42,736 231.01 33.00	\$44,346 239.71 34.24	\$47,574 257.16 36.74	\$50,798 274.58 39.23
3	\$40,114 216.83 30.98	\$41,725 225.54 32.22	\$43,339 234.26 33.47	\$44,954 242.99 34.71	\$46,564 251.70 35.96	\$49,791 269.14 38.45	\$53,017 286.58 40.94
4	\$42,937 232.09 33.16	\$44,548 240.80 34.40	\$46,163 249.53 35.65	\$47,774 258.24 36.89	\$49,385 266.95 38.14	\$52,613 284.39 40.63	\$55,837 301.82 43.12
5	\$45,759 247.35 35.34	\$47,369 256.05 36.58	\$48,984 264.78 37.83	\$50,598 273.50 39.07	\$52,208 282.21 40.32	\$55,434 299.64 42.81	\$58,661 317.09 45.30
6	\$48,579 262.59 37.51	\$50,194 271.32 38.76	\$51,804 280.02 40.00	\$53,419 288.75 41.25	\$55,030 297.46 42.49	\$58,256 314.90 44.99	\$61,481 332.33 47.48
7	\$51,401 277.84 39.69	\$53,017 286.58 40.94	\$54,627 295.28 42.18	\$56,239 303.99 43.43	\$57,852 312.71 44.67	\$61,081 330.17 47.17	\$64,304 347.59 49.66
8	\$54,226 293.11 41.87	\$55,837 301.82 43.12	\$57,450 310.54 44.36	\$59,062 319.25 45.61	\$60,675 327.97 46.85	\$63,901 345.41 49.34	\$67,127 362.85 51.84
9	\$57,047 308.36 44.05	\$58,661 317.09 45.30	\$60,271 325.79 46.54	\$61,883 334.50 47.79	\$63,497 343.23 49.03	\$66,722 360.66 51.52	\$69,949 378.10 54.01
10	\$59,870 323.62 46.23	\$61,481 332.33 47.48	\$63,094 341.05 48.72	\$64,707 349.77 49.97	\$66,320 358.49 51.21	\$69,544 375.91 53.70	\$72,769 393.35 56.19
11	\$62,693 338.88 48.41	\$64,304 347.59 49.66	\$65,917 356.31 50.90	\$67,530 365.03 52.15	\$69,141 373.74 53.39	\$72,364 391.16 55.88	\$75,591 408.60 58.37
12	\$64,989 351.29 50.18	\$66,572 359.85 51.41	\$68,280 369.08 52.73	\$70,086 378.84 54.12	\$71,666 387.38 55.34	\$74,815 404.41 57.77	\$78,221 422.82 60.40

<b>Steps</b>	<b>ND/</b>	<b>ND+/</b>	<b>BA/</b>	<b>BA+/</b>	<b>MA/</b>	<b>MA+/</b>	<b>PhD/</b>
13	\$66,864	\$68,439	\$70,505	\$72,417	\$73,988	\$77,112	\$80,628
	361.43	369.94	381.11	391.44	399.94	416.82	435.83
	51.63	52.85	54.44	55.92	57.13	59.55	62.26
14	\$68,871	\$70,491	\$73,093	\$74,830	\$76,449	\$79,680	\$83,046
	372.28	381.03	395.10	404.49	413.24	430.70	448.90
	53.18	54.43	56.44	57.78	59.03	61.53	64.13
15	\$70,235	\$71,882	\$74,758	\$76,402	\$78,050	\$81,332	\$84,622
	379.65	388.55	404.10	412.98	421.89	439.63	457.42
	54.24	55.51	57.73	59.00	60.27	62.80	65.35

\*A one-time \$400 off-schedule lump sum payment as compensation will be paid to each full-time professional staff member who is currently at the top step in September 2020 (not receiving a step increase). This off-schedule payment will be prorated for part-time staff.

**APPENDIX O**

**IIPSA Salary Schedule Classification 151 and Above  
2020-2021 with 0% increase\***

Pay Grade 1								
Work Weeks								
STEP	37	38	40	42	44	45	46	48
1	27,875	32,722	34,455	36,177	37,690	38,466	39,272	40,646
2	28,574	33,541	35,307	37,081	38,635	39,412	40,238	41,663
3	29,969	35,175	37,021	38,890	40,515	41,318	42,201	43,696
4	31,362	36,812	38,749	40,701	42,400	43,245	44,172	45,729
5	32,696	38,450	40,473	42,512	44,284	45,176	46,131	47,761
6	34,088	40,085	42,202	44,322	46,171	47,093	48,104	49,792
7	35,284	41,415	43,604	45,793	47,704	48,652	49,708	51,443
8	36,167	42,449	44,694	46,939	48,896	49,868	50,951	52,730
9	37,070	43,511	45,812	48,113	50,116	51,114	52,225	54,048
10	38,770	45,450	47,834	50,224	52,300	53,356	54,485	56,373

Pay Grade 2								
Work Weeks								
STEPS	37	38	40	42	44	45	46	48
1	31,354	36,801	38,735	40,674	42,391	43,234	44,143	45,711
2	32,139	37,724	39,708	41,696	43,462	44,316	45,263	46,852
3	33,705	39,561	41,641	43,724	45,577	46,478	47,473	49,137
4	35,272	41,399	43,577	45,754	47,693	48,642	49,673	51,418
5	36,839	43,243	45,521	47,796	49,818	50,806	51,886	53,700
6	38,404	45,083	47,455	49,826	51,933	52,956	54,081	55,984
7	39,676	46,571	49,021	51,472	53,656	54,701	55,864	57,839
8	40,670	47,734	50,248	52,756	54,996	56,066	57,261	59,284
9	41,687	48,929	51,503	54,076	56,372	57,469	58,692	60,769
10	43,562	51,061	53,728	56,397	58,766	59,938	61,209	63,341

\* A one-time \$400 off-schedule lump sum payment as compensation will be paid to each full-time professional staff member who is currently at the top step in September 2020 (not receiving a step increase). This off-schedule payment will be prorated for part-time staff.

**IIPSA Salary Schedule Classification 151 and Above  
2020-2021 with 0% increase\***

Pay Grade 3								
Work Weeks								
STEP	37	38	40	42	44	45	46	48
1	34,837	40,889	43,039	45,191	47,102	48,028	49,069	50,773
2	35,712	41,918	44,121	46,329	48,282	49,232	50,287	52,044
3	37,444	43,951	46,262	48,575	50,625	51,628	52,727	54,583
4	39,177	45,983	48,405	50,824	52,968	54,025	55,176	57,125
5	40,918	48,030	50,557	53,083	55,335	56,434	57,636	59,669
6	42,658	50,074	52,710	55,345	57,702	58,842	60,085	62,211
7	44,076	51,739	54,463	57,185	59,617	60,796	62,070	64,274
8	45,180	53,032	55,823	58,616	61,108	62,317	63,624	65,882
9	46,311	54,357	57,220	60,080	62,635	63,875	65,213	67,530
10	48,361	56,702	59,672	62,638	65,278	66,572	67,971	70,354

Pay Grade 4								
Work Weeks								
STEP	37	38	40	42	44	45	46	48
1	45,142	52,984	55,774	58,563	61,033	62,250	63,573	65,781
2	46,486	54,562	57,434	60,306	62,861	64,098	65,464	67,756
3	47,884	56,204	59,162	62,122	64,724	66,025	67,413	69,788
4	49,296	57,862	60,907	63,953	66,645	67,986	69,441	71,883
5	50,779	59,600	62,736	65,873	68,656	70,026	71,523	74,039
6	52,301	61,389	64,617	67,849	70,725	72,123	73,648	76,259
7	53,864	63,238	66,567	69,894	72,849	74,297	75,870	78,548
8	55,468	65,105	68,532	71,957	75,032	76,527	78,090	80,904
9	57,142	67,068	70,598	74,129	77,285	78,813	80,468	83,331
10	59,074	69,258	72,885	76,514	79,746	81,310	83,020	85,918

\* A one-time \$400 off-schedule lump sum payment as compensation will be paid to each full-time professional staff member who is currently at the top step in September 2020 (not receiving a step increase). This off-schedule payment will be prorated for part-time staff.

**IIPSA Salary Schedule Classification 151 and Above  
2020-2021 with 0% increase\***

Pay Grade 5								
Work Weeks								
STEP	37	38	40	42	44	45	46	48
1	56,067	65,812	69,322	72,758	75,824	77,340	78,967	81,736
2	56,969	66,868	70,438	73,926	77,045	78,582	80,238	83,050
3	58,772	68,980	72,668	76,260	79,482	81,068	82,779	85,682
4	60,573	71,094	74,900	78,595	81,921	83,551	85,321	88,313
5	62,373	73,209	77,133	80,931	84,360	86,031	87,865	90,944
6	64,174	75,320	79,365	83,266	86,798	88,514	90,407	93,575
7	65,973	77,436	81,597	85,600	89,237	90,997	92,950	96,208
8	67,486	79,212	83,468	87,562	91,285	93,082	95,082	98,413
9	69,690	81,741	86,124	90,326	94,152	96,001	98,056	101,480

\* A one-time \$400 off-schedule lump sum payment as compensation will be paid to each full-time professional staff member who is currently at the top step in September 2020 (not receiving a step increase). This off-schedule payment will be prorated for part-time staff.

**APPENDIX P**

**BOARD OF EDUCATION OF THE  
INGHAM INTERMEDIATE  
SCHOOL DISTRICT  
IN THE COUNTY OF INGHAM,  
MICHIGAN**

This is a suggested format for your use:

**NOTIFICATION OF INTENT TO RETIRE**

I, \_\_\_\_\_ (name), hereby give notice of my intent to retire from the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, effective \_\_\_\_\_.

**NOTIFICATION TO PROFESSIONAL STAFF  
OF THE PROCESS FOR THE  
COLLECTION OF BENEFITS  
FROM MPSERS**

When a Professional staff member is ready to retire, you can write, e-mail, FAX or call the Office of Retirement Services to request a retirement packet. You should apply for retirement three (3) to six (6) months before your last day of service with the Board of Education of the Ingham Intermediate School District before your retirement effective date. When you retire, you may enroll yourself and your eligible dependents in the Retirement System's medical, dental and vision plans. Your coverage begins on the first day of the month after the Office of Retirement Services receives your completed application for retirement. Coverage always begins on the first day of a calendar month. You can begin your coverage no earlier than your retirement effective date or up to ninety (90) days later. You **MUST** check with the Office of Human Resources to determine when your present insurance(s) will terminate to be certain of continued coverage and prevent duplication of coverage. **Determining the correct effective date is very important and is your responsibility.** Premiums refunds cannot be made.

You should receive your insurance identification (ID) card and enrollment materials about two (2) weeks after you receive your first pension payment.

**DISTRICT'S INSURANCE QUESTIONNAIRE  
TO PROSPECTIVE RETIREES**

Employee's Name: \_\_\_\_\_

Ingham ISD effective retirement date: \_\_\_\_\_

Michigan Public School Employees Retirement System (MPSERS) retirement effective date: \_

\_\_\_\_\_

Date insurance benefits to start with the Office of Retirement Services: \_\_\_\_\_



Do you need health insurance coverage beyond the end of the month of your Ingham ISD retirement effective date?      \_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, what date do you need health insurance coverage through? \_\_\_\_\_

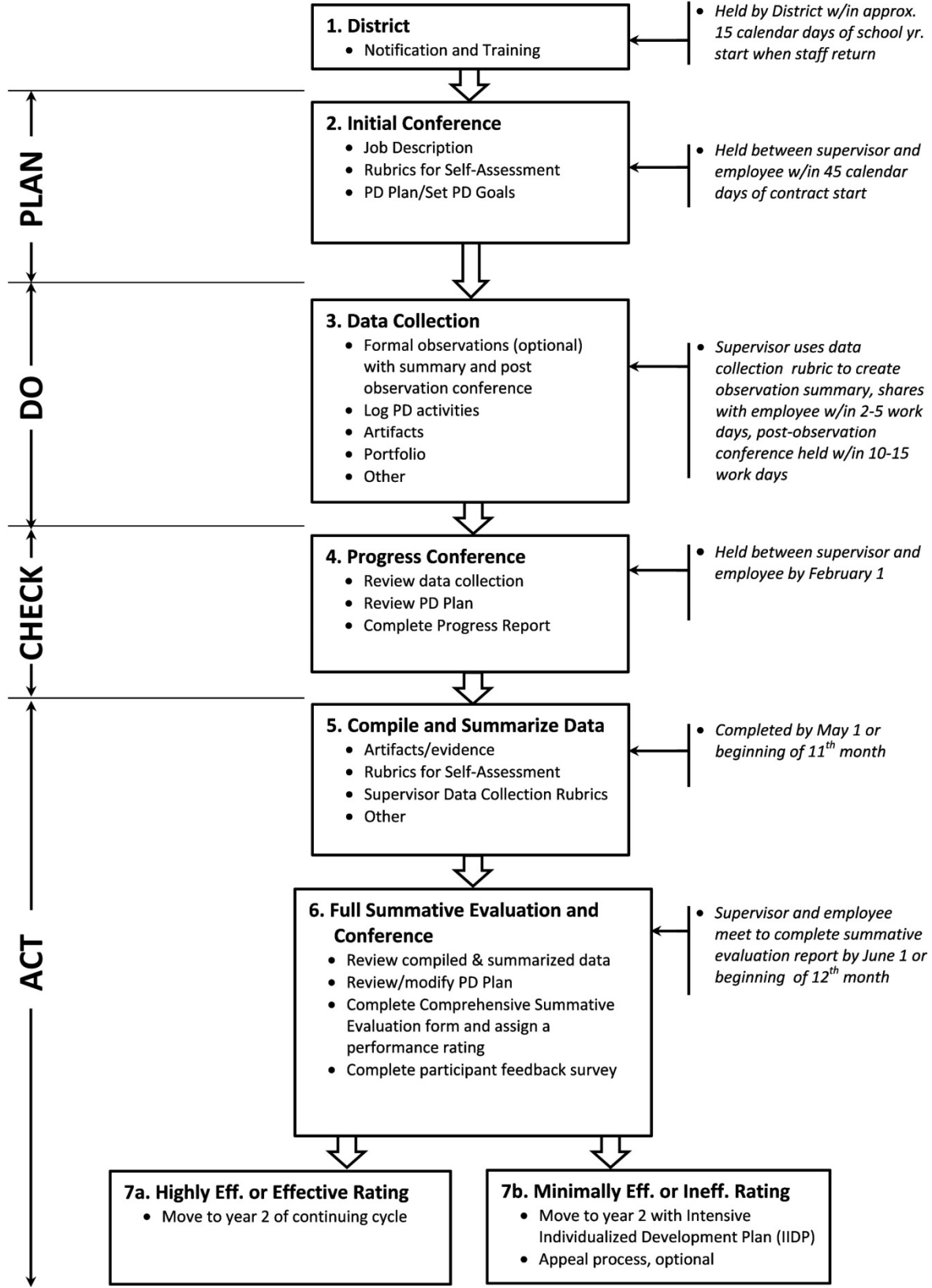
Note: The District's insurance benefits will end for staff in Classification 1-150 as of June 30, if staff have elected to retire on July 1. For staff retiring on August 1, the District insurance will end on July 31. For staff retiring on September 1, the District insurance will end August 31.

\_\_\_\_\_  
Employee Signature

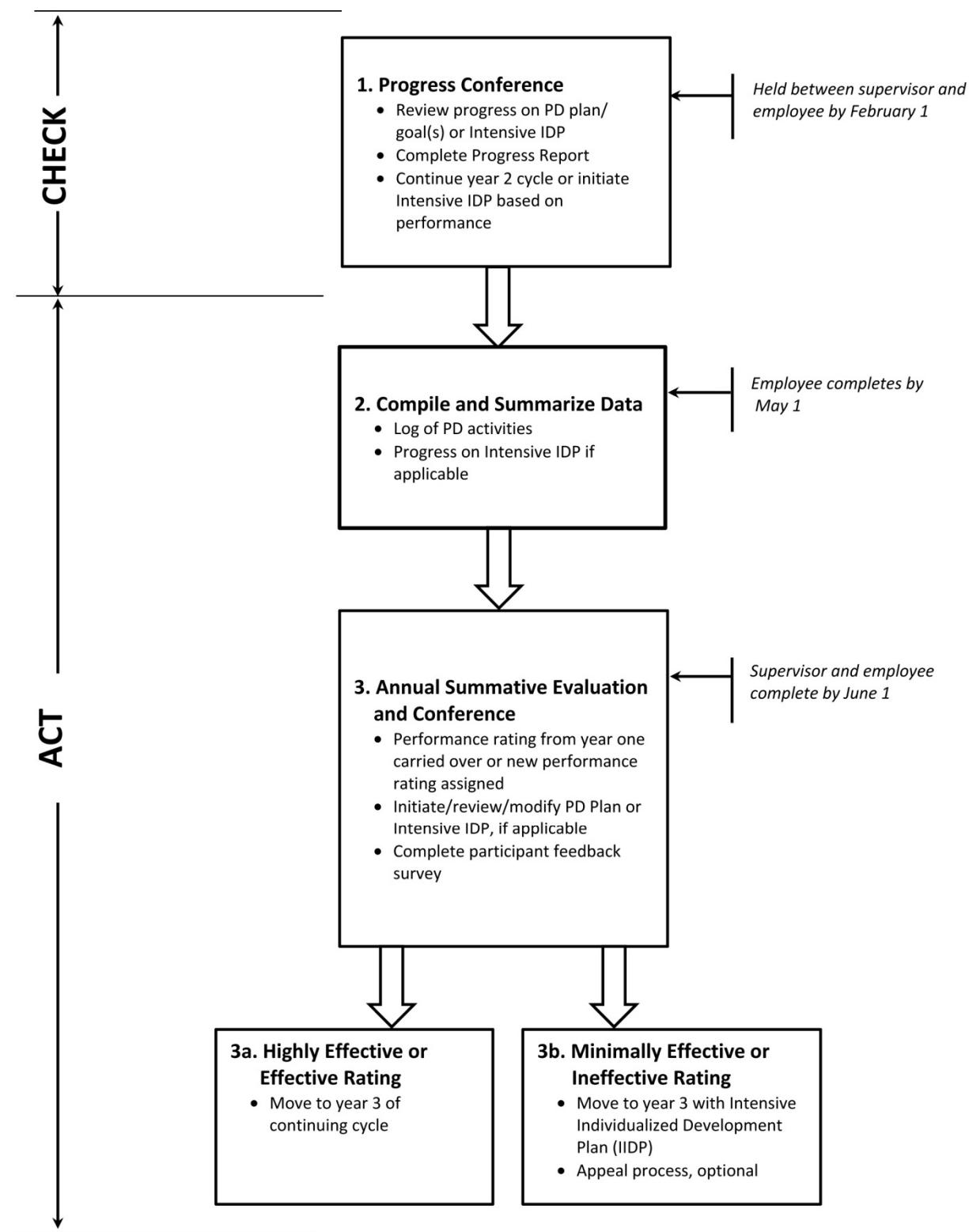
\_\_\_\_\_  
Date

## APPENDIX Q

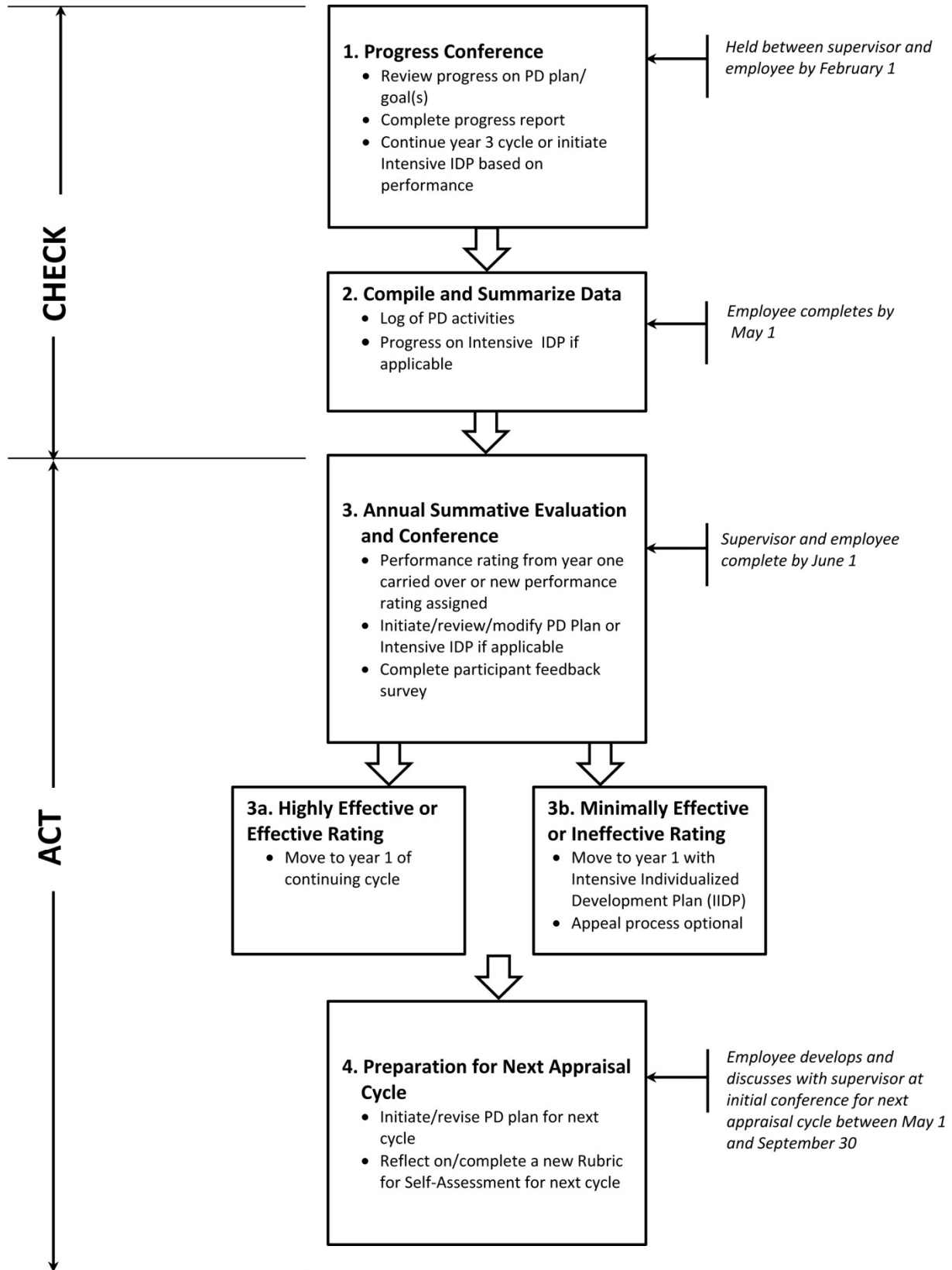
### Continuing Appraisal Cycle Flowchart – Year One



## Continuing Appraisal Cycle Flowchart – Year Two

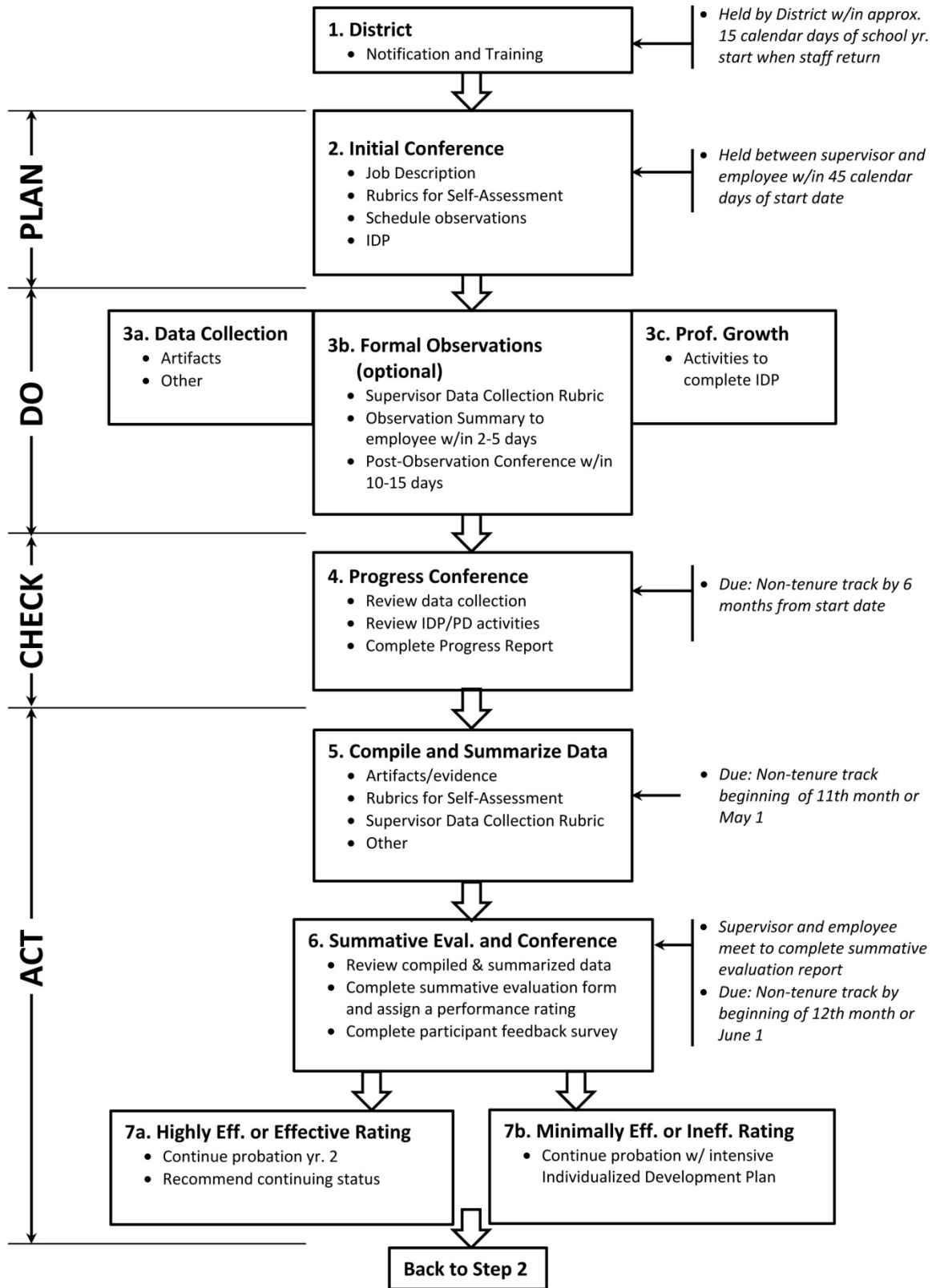


## Continuing Appraisal Cycle Flowchart – Year Three



## APPENDIX R

### NTPS Probationary Appraisal Cycle Flowchart



## APPENDIX S

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

## APPENDIX T

### STUDENT SUPPORT SERVICE AND EARLY ON 1-150 STAFF

Assistive Technology Consultant  
Audiologist  
Early Childhood Special Education Teacher  
Early On Service Coordinator  
MTSS Implementer/School Psychologist  
Occupational Therapist  
Occupational Therapist/Assistive Technology Consultant  
Occupational Therapist, Early On  
Physical Therapist  
Physical Therapist, Early On  
School Psychologist  
School Social Worker  
Speech and Language Pathologist  
Speech and Language Pathologist, Early On  
Teacher, Adaptive Physical Education  
Teacher Consultant, Deaf and Hard of Hearing  
Teacher Consultant, Special Education  
Teacher Consultant, Students with Autism Spectrum Disorder  
Teacher Consultant, Visually Impaired  
Teacher of the Speech and Language Impaired  
Teacher of the Speech and Language Impaired, Early On  
Teacher Specialist, Early Childhood Special Education  
Teacher Specialist, Visually Impaired

**LETTER OF AGREEMENT**  
**Updated for the 2000-2003**  
**Collective Bargaining Agreement**

This LETTER OF AGREEMENT, entered into on the 10th day of Sept, 2001, by and between the Board of Education of the Ingham Intermediate School District, in the County of Ingham Michigan, hereinafter referred to as the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association,"

WHEREAS, the parties are desirous of assisting staff in providing quality service to the students we serve; and

WHEREAS, the parties have previously agreed that Association staff members are not required to transport students, as provided in Article 16 Section 4 of the Collective Bargaining Agreement; and

WHEREAS, the nature and requirement of very limited jobs could be facilitated if this requirement of the Collective Bargaining Agreement was waived, on a case by case basis;


NOW THEREFORE IN CONSIDERATION OF THE FOREGOING the parties hereby agree:

1. The Orientation and Mobility Specialist, bargaining unit member of the Association, will be permitted to drive students or parents of students. Goals and objectives for each student shall support the need for this form of transportation.
2. Said staff member who is required to drive students in his/her own vehicle shall provide the office of Human Resources with the following prior to any such transporting of students:
  - a. Valid Michigan Chauffeur's license which shall be current and clear of moving violations. The staff member acknowledges that he/she is aware there will be a yearly drivers license record check.
  - b. A rider on his/her automobile insurance indicating that the personal vehicle will be used for business including transporting of students and or parents. This insurance shall be at a minimum of \$500,000 per occurrence.



3. The Board agrees to reimburse said employee for the cost associated with securing and maintaining the insurance and licensing outlined in 2a and 2b.
4. The Association will be advised in writing of all unit members who comply.
5. Parent/legal guardian shall sign a release permitting their child to ride with the Association member who meets criteria set forth above. No child will be transported without written permission from the parent/legal guardian. The District will provide forms for this purpose. These will be maintained in the office of the Director of Special Education. All parental/guardian permissions will be obtained annually.

  
Mobility Specialist

  
Julie Mackenzie  
IIPSA President

  
Superintendent

9-10-01  
Date

6-27-01  
Date

6.27.01  
Date

## LETTER OF AGREEMENT 94-5

### Updated for the 2004-2007 Collective Bargaining Agreement

This LETTER OF AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, hereinafter referred to as the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association," hereby agree as follows:

1. The terms and conditions contained in the parties' Collective Bargaining Agreement for the period of July 1, 2004, through June 30, 2007, are incorporated herein to the extent of necessary additions, modifications and deletions expressed in this Letter of Agreement.
2. Modify Article 15, School Year, Section 1, School Year/Holidays, for the Professional staff at Malcolm Williams School, effective July 1, 2000, to read as follows:

SECTION 1. SCHOOL YEAR/HOLIDAYS. The school year at Malcolm Williams School shall commence July 1, through June 30, of each contract year, consisting of 200 work days. The following national holidays shall be observed:

Independence Day<sup>1</sup>  
New Year's Eve Day


3. The year-round school calendar for Malcolm Williams School is attached hereto and made a part of this Letter of Agreement, notwithstanding Article 15, School Year, Section 2, School Calendar, of the parties' Collective Bargaining Agreement. In the event that there are any changes required during the term of this Agreement, the parties will, as they have in the past, meet and confer in regards to the school calendar.
4. Preparation/Planning/and Record Days. The Principal and Professional staff assigned to Malcolm Williams School will determine if any additional needs for preparation, planning and record days (1/2 days) are necessary due to the year-round schedule. The recommendations of the Principal and Professional staff will be forwarded to the President of the Association and the Board through the Assistant Superintendent for Special Education for final approval.

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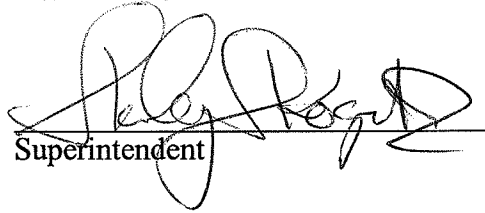
<sup>1</sup> And those national holidays contained in the parties' Collective Bargaining Agreement for the period of July 1, 2000, through June 30, 2003, and those contained in the successor Collective Bargaining Agreement.

5. Article 17, Absences with Pay, Section 1, Compensable Leave, to Malcolm Williams School, for the Professional staff assigned to Malcolm Williams School shall be in accord with the contractual provisions of the Master Agreement.
6. All Professional staff assigned to the Malcolm Williams School who commit to the 200-day year-round school shall receive their regular rate of pay.
7. Professional staff shall receive individual contracts for the period of July 1 through June 30.
8. The parties recognize that the transition to a year-round program can be difficult for both students and Professional staff.
  - A. A Professional assigned to the Malcolm Williams School who does not wish to sign a 200-day contract will be given first consideration for any transfers within the employ of the Board for which they are certified and qualified and may, if another Professional who is qualified and certified within the employ of the Board, agree to change positions. Any transfer shall be subject to the final approval of the Superintendent.
  - B. The Board may assist staff members who may need to take classes in the summer; to complete and/or work toward necessary certification or assist other staff during this transition period which is in the best interest of the program and the individual Professional staff member.
9. This Letter of Agreement is subject to additions, modifications or deletions as negotiated between the Board and the Association for the term of the Master Agreement; i.e., July 1, 2004, through June 30, 2007.
10. This 200-day year-round school year at Malcolm Williams School and this Letter of Agreement are subject to funding being approved by the State.
11. This Letter of Agreement is in effect until June 30, 2007.

12. Both parties agree that this Letter of Agreement is being entered into to address the issues which have arisen as a result of the changes to the school year at Malcolm Williams School.

  
Julie MacKenzie  
IIRSA President

12-2-05  
Date

  
Superintendent

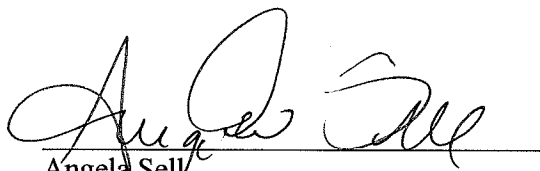
12/5/05  
Date

**LETTER OF AGREEMENT #04-1  
REVISED, 6/9/14**

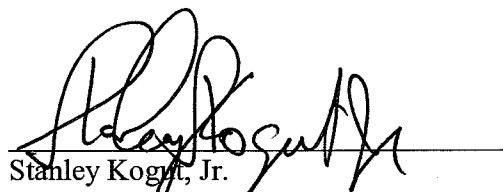
RE: Teacher, Students with Autism Spectrum Disorder assigned to a program at a Local District

This LETTER OF AGREEMENT entered into by the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, hereinafter referred to as the "Board", and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association", hereby agree as follows:

1. The professional teachers occupying the position referred to above and teaching in an Autism Spectrum Disorder Classroom located in a local district, shall be paid an additional three (3) hours of pay per week at their respective base salary/schedule position for the necessary planning time before and after the scheduled work day. For any portion of a week worked, the additional time shall be prorated based on the number of days worked.
2. The Master Agreement between the Board and the Association will control all other conditions of employment.
3. This Letter of Agreement shall be without precedent.

  
\_\_\_\_\_  
Angela Sell  
IIPSA President

8.26.14  
Date

  
\_\_\_\_\_  
Stanley Kogut, Jr.  
Superintendent

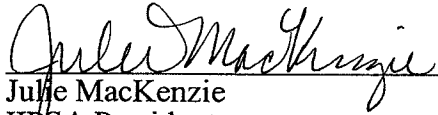
8/26/14  
Date

## LETTER OF AGREEMENT 2004-11

This LETTER OF AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, hereinafter referred to as the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association," hereby agree as follows:

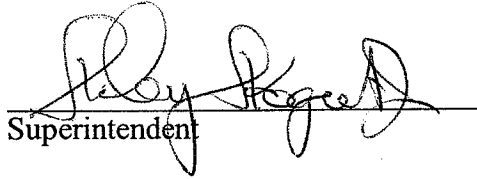
1. The parties have agreed to this letter of understanding concerning ARTICLE 10, CERTIFICATION, AUTHORIZATION, RECRUITMENT, SELECTION, APPOINTMENT AND TRANSFER OF EMPLOYEES, to provide a trial period for those Professional staff in classification 151 and above who have been laid off or where a layoff may occur, and who meet the minimum requirements of any job opening.
2. The parties agree that in any situation in which a staff member in 151 and above has been laid off or where a layoff may occur, and who meets the minimum requirements of any job opening, and an opening exists in the bargaining unit for which s/he is at least minimally qualified, that staff member shall have the opportunity to have a trial period in the position for up to four (4) months (includes weekends and holidays but not extended breaks; i.e., times not working during summer, vacation periods of one [1] week or more, etc.), subject to the following:
  - i. The determination by the Director of Human Resources of whether the affected employee minimally meets the qualifications is final and is not subject to review through the grievance procedure.
  - ii. Within two (2) months of the staff's beginning date, the supervisor of the position shall meet with the staff member and inform him/her of the areas needed for improvement. This information shall be given to the staff member in writing with a copy to Human Resources and the President of the Association.
  - iii. If the supervisor determines that the staff member is unable to do the entire job at the conclusion of the trial period, the supervisor will notify the employee in writing with the reasons for the decision with copies to Human Resources and the President of the Association.
  - iv. The decision of the supervisor is appealable to the Director of Human Resources.

- v. The decision of the Director on whether the staff member stays in the position or goes to layoff is final and is not grievable.



Julie MacKenzie  
IIRSA President

12-2-05  
Date



Superintendent

12/5/05  
Date

## LETTER OF AGREEMENT 2005-14

This LETTER OF AGREEMENT, entered into by the Board of Education of the Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter called the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter called the "Association," hereby agree as follows:

**WHEREAS**, Federal Law was enacted concerning privacy regulations under Title I of the Health Insurance Portability and Accountability Act (HIPAA) which was intended to protect health insurance coverage opportunities for employees and their dependents in the case of job change or job loss and particularly where the covered individual may have a pre-existing condition; and

**WHEREAS**, Federal Law was extended to be applicable to Title II, effective April 2003, which requires the United States Department of Health and Human Services (HHH) to establish, among other things, standards for the security and privacy of "individually identifiable health information"; and

**WHEREAS**, the Federal Department of Health and Human Services has so far declined to issue any standards or guidelines on the application of HIPAA to school districts; and

**WHEREAS**, professional staff have questioned whether they were either violating HIPAA and/or the Family Educational Rights and Privacy Act (FERPA) when transmitting certain information into cyberspace via their District-issued palm pilots to an entity outside of the school district concerning Medicaid information; and

**WHEREAS**, the Board, through its administrative staff, has sought several legal opinions which are on file with the District addressing such issues as "must School Districts



comply with FERPA or with HIPAA with regard to the privacy of educational records," and "when do certain HIPAA rules apply to School Districts"; and

**WHEREAS**, the Board representatives have shared all legal opinions received with the Association; and

**WHEREAS**, based on the legal opinions currently received, and absent any guidance on the application of HIPAA to school districts from the Federal Department of Health and Human Services, the Board and the Association agree as follows:

1. HIPAA security standards apply when school districts submit electronic information to an entity outside of the school district; e.g., electronic submission of claims to the State Medicaid agency for reimbursement.

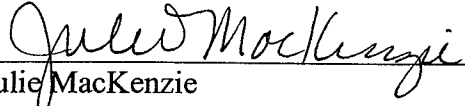
2. The Ingham Intermediate School District does not directly submit claims for Medicaid reimbursement, but contracts with a vendor to submit Medicaid claims, on its behalf; therefore, the HIPAA "transaction standards" apply to the vendor, Public Consulting Group (PCG) and not to Ingham, itself.

3. Public Consulting Group (PCG) underwent a certification and testing process with the Michigan State Medicaid Agency, and is an approved, HIPAA certified vendor.

4. Both parties agree that this Letter of Agreement is entered into to address the issues raised by professional staff as to HIPAA compliance.

5. Both parties agree that in the event that the law is changed, modified, clarified, or if new regulations and guidelines are issued which may contradict and render this Letter of Agreement null and void, the parties will revisit this subject matter.

**INGHAM INGHAM INTERMEDIATE  
PROFESSIONAL STAFF ASSOCIATION**

  
\_\_\_\_\_  
Julie MacKenzie

Dated: 12-2-05

**INGHAM INTERMEDIATE SCHOOL  
DISTRICT**

  
\_\_\_\_\_  
Superintendent

Dated: 12/5/05

## LETTER OF AGREEMENT 2011-08

This Agreement is between the Ingham Intermediate School District (hereinafter referred to as the "IISD") and the Ingham Intermediate Professional Staff Association (hereinafter referred to as "IIPSA").

**WHEREAS**, pursuant to Letter of Agreement 2011-04, the parties convened a workgroup to develop an Early On calendar; and

**WHEREAS**, through a collaborative process the workgroup has developed a July 1, 2012-June 30, 2013 calendar for Early On staff which, by this Letter of Agreement, the workgroup recommends to the IISD and IIPSA; and

**WHEREAS**, by executing this Agreement, the IISD and IIPSA adopt the workgroup's recommendations.

**NOW, THEREFORE**, the parties have agreed to the following:

1. The attached calendar shall be implemented for the Early On staff for July 1, 2012-June 30, 2013.
2. For the month of June, 2012, staff shall work the pre-determined seven days at end the school year (six days if year-end documentation is completed and submitted to supervisor by end of day on June 8, 2012). If staff work any additional hours during the remainder of June, 2012, it shall be for summer pay in accordance with Article 29, Section 7 of the collective bargaining agreement.
3. For this calendar, there are 7 hours in a day. In order to maintain a 185 day work year, staff are required to take a total of 39 days/273 hours of discretionary non-work time during July, 2012, August 2012 and June 2013 as well as an additional 12 days/84 hours of discretionary non-work time from September, 2012 through May, 2013. During the summer, staff should work for (1) July, 2012: 8 days/56 hours; (2) August, 2012: 8 days/56 hours; and (3) June, 2013: 9 days/63 hours (8 days/56 hours if year-end documentation is completed and submitted to supervisor by end of day on June 7, 2013.)
4. With this change in calendar, staff are to see and work with students with the same frequency throughout the calendar, regardless of the traditional school year or summer time.
5. Throughout the calendar, staff may not have more than two weeks off at a time. Staff may request an exception, which may be granted in the supervisor's discretion. Staff must work at least 3 consecutive days (21 hours) in between any two week off blocks of time.

6. Utilization of discretionary non-work hours shall be as follows:

- a. Staff must plan out utilization of discretionary non-work hours, and will lose those hours if not used during the July 1-June 30 calendar year.
- b. Staff may not take discretionary non-work hours within the 30-day count window period unless the staff member's students have been "captured" through documentation and provided to the member's supervisor.
- c. Staff should work with their teams to plan out coverage as they plan out their discretionary non-work hours.
- d. Staff must submit requests for using discretionary non-work hours at least two weeks in advance of the hours requested on regular leave slips, in accordance with Article 25, Section 2 of the collective bargaining agreement. The supervisor shall respond to the request within 72 hours of receipt. If an expedited response is desired, the staff should also email the request. If staff are unable to provide the two week notice, the staff may make the request for the time off and the supervisor will consider the request.

7. Staff will follow current guidelines in the collective bargaining agreement and from ICIT for the accrual and use of adjusted work time (AWT) with the year round calendar.

- a. A "school year" for the purposes of AWT is defined as July 1-June 30. The deadline for the submission of AWT is 7 days before June 30.
- b. For the purposes of AWT, there is 7 hours in a day and staff must work during the summer for (1) July, 2012: 8 days/56 hours; (2) August, 2012: 8 days/56 hours; and (3) June, 2013: 9 days/63 hours (8 days/56 hours if year-end documentation is completed and submitted to supervisor by end of day on June 7, 2013.)

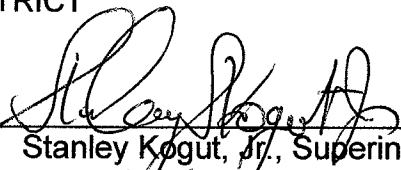
8. Staff will be paid on a 26 week pay cycle, July to June, starting July 1, 2012. Increases or decreases in monthly employee health care insurance premium contributions resulting from open enrollment shall be adjusted beginning July 1 for staff.

9. The workgroup shall gather feedback and reconvene in December, 2012 to further discuss the calendar and make any adjustments to the 2013-2014 calendar as necessary.

10. Nothing in this Agreement shall be construed as amending or deleting any provision in the parties' collective bargaining agreement.

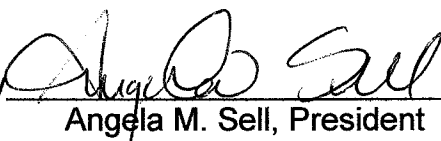
11. This Agreement is without precedent for any further relationship or practice between the parties.

INGHAM INTERMEDIATE SCHOOL  
DISTRICT

By   
Stanley Kogut, Jr., Superintendent

Dated: 1/4/12, 2011

INGHAM INTERMEDIATE  
PROFESSIONAL STAFF ASSOCIATION

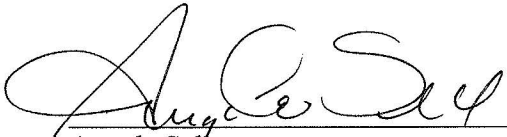
By   
Angela M. Sell, President

Dated: 12-29, 2011

**LETTER OF AGREEMENT 2014-06**

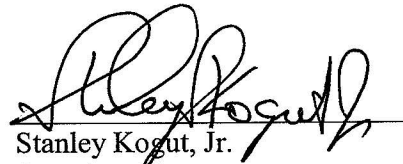
This LETTER OF AGREEMENT, entered into on the 9<sup>th</sup> day of June 2014, by and between the Board of Education of the Ingham Intermediate School District ("Board"), and the Ingham Intermediate Professional Staff Association ("IIPSA"), hereby agree as follows:

An Early On Workgroup will be convened to review workload data and client service delivery in Early On. This Workgroup shall be composed of no more than 4 individuals selected by IIPSA and 4 selected by the IISD. The Workgroup will make recommendations to the Superintendent and IIPSA President regarding staffing, service delivery and workload. The Workgroup will begin not later than October 1, 2014 and make recommendations not later than June 1, 2015.



Angela Sell  
IIPSA President

8.26.14  
Date



Stanley Kogut, Jr.  
Superintendent

8/26/14  
Date

**LETTER OF AGREEMENT 2017-04**

This LETTER OF AGREEMENT, entered into on the 6th day of June 2017, by and between the Board of Education of the Ingham Intermediate School District (“Board”), and the Ingham Intermediate Professional Staff Association (“IIPSA”), signifies that the parties hereby agree as follows:

- A CACC Technology Committee will be convened to review and address technology issues at the CACC. This committee shall be composed of no more than 4 individuals selected by IIPSA, and 2 to 4 selected by the IISD. The committee will meet a minimum of 4 times during 2017-18 to review identified issues and recommend the follow-up required to the Superintendent.
- The IT Supervisor shall be physically present at the CACC at least one day per week, and will provide advance notice of scheduled times. Also, upon request, the IT supervisor shall attend the first staff meeting of the month and/or the monthly SLT. It is recognized, however, that emergencies and extenuating circumstances that require the IT Supervisor’s immediate support may interfere with the Supervisor’s availability.
- Based on input from a helpdesk consultant, a new ticket survey may be developed. Bargaining unit employees are encouraged to respond as the current response rate is very low.
- All other considerations aside, the helpdesk shall strive to give priority to issues impacting teaching and learning. The Helpdesk shall normally be staffed from 7:30 am to 4:30 pm Monday through Friday.
- CACC Technology Committee staff shall be appraised of the changes in the help desk system, as a result of current help desk review being conducted with the help of an outside consultant.
- This Committee will mutually determine whether it is necessary to continue its work at the end of the 2017-2018 year.
- This Letter of Agreement shall be without precedent.



Angela Sell  
IIPSA President

Date: 11-15-17



Scott Koenigsknecht  
Superintendent

Date: 11/17/17

**LETTER OF AGREEMENT – 2017-05**  
**PERFORMANCE EVALUATION SYSTEM**

This Letter of Agreement entered into by the Board of Education of the Ingham Intermediate School District (“IISD”), and the Ingham Intermediate Professional Staff Association (“IIPSA”), signifies that the parties agree as follows:

The IISD and IIPSA shall work together to transition the support service and Early On/Early Childhood staff including but not limited to assistive technology consultants, audiologist, early interventionists, early childhood specialist, early childhood special education (ECSE) teachers, ECSE teacher specialist, early on service coordinator, occupational therapists, occupational therapy assistants, parent educators, physical therapists, physical therapist assistants, playgroup specialists, program specialists, school psychologists, school social workers and speech and language pathologists to the Marzano Non-Classroom Instructional Support Personnel model for the 2018-19 year. A joint Appraisal Committee will be formed consisting of 15 individuals.

The Appraisal Committee will be formed by January 31, 2018 with:

- (3) Administrators
- (8) IIPSA members
- (2) IIPSA Union Leadership

The Assistant Superintendent of Human Resources and the IIPSA President shall co-facilitate the Appraisal Committee. The co-facilitators of the Appraisal Committee will serve as a planning team to guide the work of the committee.

The Appraisal Committee sessions will occur during the school/work day as mutually scheduled. Any sub-committee, committee and/or planning team meetings will occur as mutually scheduled by the committee to not impact IEP service delivery obligations.

A written committee report and mutual recommendations for the probable transition to the Marzano tool will be given to the IIPSA Executive Board for approval by June 1, 2018 and to the IISD Superintendent for approval by June 15, 2018. If the parties have not reached consensus by the timelines noted, the parties shall submit their respective recommendations to the Superintendent and the Superintendent will have the final decision, which shall be as reasonably close to the committee recommendations as feasible under the circumstances.

This Letter of Agreement expires June 30, 2018 or when the work of the committee is completed and a decision has been made, whichever first occurs.



Scott Koenigs knecht  
Superintendent

11/17/17

Date



Angela Sell  
IIPSA President

11-15-17

Date

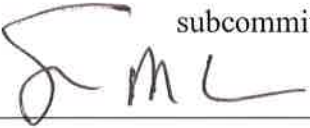



**LETTER OF AGREEMENT – 2017-06**  
**HEARTWOOD CALENDAR**

This Letter of Agreement entered into by the Board of Education of the Ingham Intermediate School District (“IISD”), and the Ingham Intermediate Professional Staff Association (“IIPSA”), signifies that the parties agree as follows:

To develop a Heartwood calendar which (a) complies with any changes in existing and/or new law and regulations; (b) will have IIPSA 1- 150 staff work a number of days to be determined (not less than 185 days) across the time period July 1 through June 30, with pre-determined, intermittent non-work periods and traditional breaks in the school year calendar; (c) includes breaks that are not greater than ten consecutive days of pupil instruction; (d) provides hours of pupil instruction required by MARSE rule 340.1738 (i.e., current Rule is 1150 hours in (b)(ii)); (e) provides time for preparation, planning and records as outlined in Article 15 of the IIPSA contract as well as professional development time, by taking the following steps:

- a. Convene a workgroup comprised of three (3) Heartwood IIPSA Staff, three (3) Parents, three (3) OPEIU Staff, the IIPSA President, IIPSA legal counsel, the Executive Director of Student Support Services, the Assistant Superintendent of Human Resources, and the Heartwood School Principal.
- b. The workgroup will review data, law, regulations and calendars from other center-based programs as well as seek input from local district stakeholders.
- c. Subject to the above parameters, the workgroup will consider what days should be non-work days. The workgroup shall also consider teacher plan time, PD time, PLC time, IEP time, and staff meeting times.
- d. A planning committee consisting of the IIPSA President, IIPSA legal counsel, the Assistant Superintendent of Human Resources, the Heartwood School Principal, an IIPSA representative, and an OPEIU representative, shall meet in June 2017 to begin organizing the tasks of the workgroup.
- e. The workgroup will begin by August 29, 2017 and will make recommendations to the IISD and IIPSA by no later than February 1, 2018 on a Heartwood calendar that satisfies the above parameters, to be implemented July 1, 2018.
- f. In the event that the bargaining teams have not agreed upon a Heartwood calendar that satisfies the above parameters by no later than February 1, 2018, a subcommittee consisting of the Superintendent, Assistant Superintendent for Human Resources, Executive Director of Student Support Services, IIPSA president and IIPSA legal counsel, shall meet and confer for the purpose of adopting a Heartwood Calendar to be effective July 1, 2018.
- g. In the event that the foregoing subcommittee cannot agree on a calendar compliant with the above parameters by March 1, 2018, the Superintendent shall adopt a calendar that incorporates the recommendations of the workgroup and subcommittee, to the extent reasonably feasible.

  
\_\_\_\_\_  
Scott Koenigsknecht  
Superintendent  
11/17/17  
Date

  
\_\_\_\_\_  
Angela Sell  
IIPSA President  
11.15.17  
Date

## LETTER OF AGREEMENT 2018-03

This LETTER OF AGREEMENT, entered into on the 28<sup>th</sup> day of February 2018, by and between the Board of Education of the Ingham Intermediate School District ("Board"), and the Ingham Intermediate Professional Staff Association ("IIPSA"), hereby agree as follows:

WHEREAS, the Ingham Intermediate School District and IIPSA had agreed in Letter of Agreement 2017-05 to have a Joint Appraisal Committee for the purpose of working to transition identified staff to the Marzano Non-Classroom Instructional Support Personnel Model. Due to various factors, the parties jointly agree to delay this committee until the 2018-2019 school year.

Therefore, the Board and IIPSA agree as follows:

1. The IISD and IIPSA shall work together to transition the support service and Early On/Early Childhood staff including but not limited to assistive technology consultants, audiologist, early interventionists, early childhood specialist, early childhood special education (ECSE) teachers, ECSE teacher specialist, early on service coordinator, occupational therapists, occupational therapy assistants, parent educators, physical therapists, physical therapist assistants, playgroup specialists, program specialists, school psychologists, school social workers and speech and language pathologists to the Marzano Non-Classroom Instructional Support Personnel model for the 2019-20 year. A joint Appraisal Committee will be formed consisting of 16 individuals.
2. The Appraisal Committee will be formed by September 30, 2018 with:
  - (3) Administrators
  - (8) IIPSA members
  - (2) IIPSA Union Leadership
3. The Assistant Superintendent of Human Resources, Director, Educator Evaluation and Instruction and the IIPSA President shall co-facilitate the Appraisal Committee. The co-facilitators of the Appraisal Committee will serve as a planning team to guide the work of the committee.
4. The Appraisal Committee sessions will occur during the school/work day as mutually scheduled. Any sub-committee, committee and/or planning team meetings will occur as mutually scheduled by the committee to not impact IEP service delivery obligations.
5. A written committee report and mutual recommendations for the probable transition to the Marzano tool will be given to the IIPSA Executive Board for approval by March 1, 2019 and to the IISD Superintendent for approval by March 15, 2019. If the parties have not reached consensus by the timelines noted, the parties shall submit their respective recommendations to the Superintendent and the Superintendent will have the final decision, which shall be as reasonably close to the committee recommendation as feasible under the circumstances.

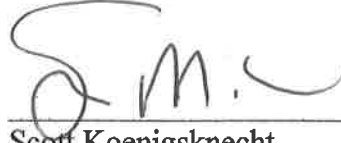
6. This Letter of Agreement expires June 30, 2019 or when the work of the committee is completed and a decision has been made, whichever first occurs.



Angela Sell  
IIPSA President

2.28.18

Date



Scott Koenigsknecht  
Superintendent

3/7/18

Date


**LETTER OF AGREEMENT 2020-06**

This LETTER OF AGREEMENT, entered into on the 13<sup>th</sup> day of July 2020, by and between the Board of Education of the Ingham Intermediate School District ("Board"), and the Ingham Intermediate Professional Staff Association ("IIPSA"), hereby agree as follows:

WHEREAS, the Ingham Intermediate School District and IIPSA have been working collaboratively to transition identified staff to the Marzano Non-Classroom Instructional Support Tool. The tool was scheduled to be piloted in the 2020-21 school year for staff going through a full appraisal cycle. Due to COVID-19 and the unknowns surrounding the 2020-21 school year, it has been determined that it would be best to delay the pilot for one year.

Therefore, the Board and IIPSA agree as follows:

1. The IIPSA Non-Classroom Instructional Support staff scheduled to participate in the pilot for 2020-21 will remain on the existing tool in Standards for Success during the 2020-21 school year.
2. In 2021-22, the IIPSA Non-Classroom Instructional Support staff scheduled to go through a full appraisal will participate in the pilot of the Marzano tool.
3. During the 2020-21 school year, additional professional development will be provided regarding the Marzano Instructional model to all impacted IIPSA staff.
4. A committee of IIPSA representatives and Administrators will meet during the 2020-21 school year to discuss the status and to continue to plan for the roll-out in 2021-22.

  
Christine Eaton  
IIPSA President

7/13/20  
Date

  
Jason Mellema  
Superintendent

7/15/20  
Date

## NON-CONTRACT LANGUAGE

The following language is arranged seriatim to correspond to appropriate sections of the 2020-2021 Collective Bargaining Agreement.

**NEW CLASSIFICATIONS.** (Reference Article 1, Sections 1, 2, 3) The Board recognizes the Association as the exclusive bargaining agent of all professional employees employed by the Board, excepting all supervisory, managerial or executive personnel, including but not limited to the Superintendent, Deputy, Associate and/or Assistant Superintendents, Directors, Principals, Assistant Principals, Supervisors/Foremen, and all non-professional employees.

Unless specifically excluded by the exclusion clause of this Agreement, all new positions or classifications established by the Board are positions or classifications within the bargaining unit. The Employer shall establish no new classification without first affording the Association sufficient advance, written notice and information to enable the Association to meet and confer in good faith with the Employer respecting the unit placement of the new positions or classifications, and unless the same is excluded by the exclusion clause, the wages, hours and other terms and conditions of employment of the professional employees to be employed in the new positions or classifications. The Board assigns the Assistant Superintendent of the Unit in which the new position or classification is proposed the responsibility of furnishing notice to the Association President.

**COMMITTEE NOTIFICATION.** (Reference Article 1, Section 3) The intent of this provision is to ensure that the Association has knowledge of its members being on committees or sub-committees that are other than ad hoc short-term committees (three months duration or less). The Association will be informed of all committees/sub-committees at the beginning of the 1997-98 school year and from then on when said committees/sub-committees are formed. The supervisor who calls the committee will inform the Association President of any participation of IIPSA staff to such a committee and the anticipated duration of the committee/sub-committee. Any minutes taken at the meeting will be provided to the Association President. The Association President will contact the supervisor for any updates on the committees/sub-committees in which the Association may be interested.

**GRIEVANCE PROCESS.** (Reference Article 6) It is the intent of both parties to seek to resolve concerns prior to resorting to the grievance process. Staff members are encouraged to bring their concerns to their supervisors to seek solution to issues raised. The supervisors will respond as expeditiously as possible so that grievance timelines can be preserved. This provision is not intended to preclude the use of the grievance process.

**RELEASE TIME.** (Reference Article 7, Section 4) It is agreed that when the Vice President of IIPSA Classification 151 and above utilizes release time, it would be charged as non-student contact time. The only time this will change will be if the Vice President for IIPSA Classification 151 and above was working directly with students on a full-time basis.

**FOIA REQUEST. (Reference Article 9, Section 1)** If the Board receives a Freedom of Information Act request concerning materials contained in a bargaining unit member's personnel file, it will notify the Association President and the bargaining unit member. It is the intent of the Board to give this notification prior to filling the request but in no instance will it give the notice later than at the time of fulfilling the request of their materials requested and, if requested by the bargaining unit member, furnish copies of the materials to the Association. The Board reserves the right to charge the Association the same amount for copies as it charges the person making the request under the Freedom of Information Act. If other requested materials are not in the personnel file and the bargaining unit member is named in the FOIA request, then the foregoing also shall apply.

**ANNUALLY AUTHORIZED. (Reference Article 10)** If the employee certification is to be annually renewed, he or she must present proof for renewal of completed requirements, if applicable, to the Office of Human Resources by June 30 of the current contract year or no contract will be extended to said employee. These positions will be posted July 1 if the annually authorized instructor does not possess the requirements under the Michigan Department of Education.

**STUDENT CONTACT HOURS. (Reference Article 13)** The parties agree that the IISD calendar will meet the minimum hours required by law during the life of this contract (2004-2007). The parties further agree that no additional salary shall be forthcoming for these additional hours that are required. The required additional hours shall be in place as soon as practicable since local district calendars may be impacted but not later than by the beginning of the school year.

The parties are desirous of negotiating these required hours after receiving input from the programs that are impacted by the requirement. Each program that needs to increase its hours to be in compliance with the law shall establish times to meet beginning no later than February 1st of the year prior to implementation.

The administrator and a committee of staff members from the program shall be joined by an Association representative and the Assistant Superintendent of Instruction to discuss the issue and to formulate a plan to meet the additional hours requirement. The program committee shall formulate a plan by May 1st and forward it to the IIPSA Executive Board and the Superintendent for review. Either party, after review of the plan, may request to negotiate the plan. Such negotiations shall begin by May 15th of the year.

This provision, student contact hours, will expire on June 29, 2007.

**INSTRUCTIONAL. (Reference Article 14, Section 9)** The parties agree that if Public Act 112 is repealed, or its pertinent section relating to sub-contracting is repealed, the word "instructional" in the second sentence of Article 14, Section 9, will be deleted. (Classification 1-150 are considered instructional staff.)

**SCHOOL YEAR/CALENDAR. (Reference Article 15)** Occupational Therapy Assistant, Physical Therapy Assistant, Allied Health Specialist.

The parties agree that these positions, as set forth in Classification 151 and above, will have the holidays and professional work hours of Classification 1-150.

The parties agree that IIPSA Classification 151 and above are able to utilize any accrued compensable time towards time off on either President's Day or one-half day on Good Friday.

**SEVERE WEATHER. (Reference Article 17, Sections 3[E] and 8[G]; Article 21, Sections 2, 3, 4 and 5)** The following three scenarios and general provisions are an attempt to assist us when situations occur that have not happened in the past in regards to staff utilizing personal time for severe weather situations.

1. If a staff member is working in East Lansing and Haslett and both of the school districts are closed as a result of severe weather, the staff member would notify the supervisor that they would be
  - a. working at home, or
  - b. using adjusted time, or
  - c. reporting to the ISD.
2. If the Wilson Talent Career Center is open because one or two districts are open, all teachers are expected to report
  - a. if staff are running late, staff will notify their supervisor and will report to work as soon as possible being careful to safely commute to work--there will be no charge against earned time for late arrival;
  - b. if staff is unable to report to school because of weather conditions and school is open, they will be charged sick time--either in half day or full day increments.
3. At times Mason School District will close which will necessitate the closing of Heartwood School when other buildings on campus are not closed. At the times Heartwood School closes, Heartwood School staff would utilize their professional hours plan in determining whether they have to report to school or not.

General Provisions:

There may be times that the Secondary Learning Center (SLC) and Wilson Talent Center (WTC) (Classifications 1 through 150 and Classifications 151 and above) staff report to the building and it is later determined that no students will be reporting to their program for the rest of the day. If all classes are covered, then those staff with no students in their program may

- a. continue to work in the building, or
- b. decide to work at home.

If a staff member has no students, but it is necessary for that staff member to cover for an absent staff member, this would not be considered simultaneous responsibility and no additional time off or extra pay would be awarded.

Staff in Classification 151 and above who do not have direct student contact, are expected to report to work on days that the District is open. If they are unable to report because of weather conditions, they may use any accrued compensatory time, sick time, or other compensable leave in either half or whole day increments.

Both parties agree that they will monitor the use of sick time for severe weather days. If an increased usage is noted, the Administration and Association will meet to discuss potential resolution.

**CATASTROPHIC ILLNESS. (Reference Article 17, Section 13)** The parties agree that the process is a draft we are working together to finalize. It will be a working draft that may change as we both learn what makes the most sense for staff and the District. We also recognize the longest someone could have access to this catastrophic illness program would be up to three (3) years while they are still an employee of the District.

**FLEXIBLE SPENDING ACCOUNT. (Reference Article 22, Section 12)** It is agreed between the District and the Association that staff members will be able to utilize up to the limit published annually by the Internal Revenue Service up to Two Thousand Seven Hundred Fifty (\$2,750) Dollars in 2020-21 for certain medical expenses during the life of this contract. Both parties recognize that medical reimbursement is different than dependent reimbursement in that the District must pay the money to a staff member submitting bills, even prior to that staff member having the necessary money saved in the plan.

**SUMMER EMPLOYMENT. (Reference Article 29, Section 7)** Student Support Services Staff who are required to service districts in which those districts' regular school year begins before or ends after Ingham ISD's regular school year shall receive their regular rate of pay for all hours (see Letter of Agreement 94-4 and non-contract language extracted from 94-4) worked for those Districts during those times. This includes staff who work directly for year-round programs such as is currently present in Holt and Okemos. This does not impact different schedules during the year such as different in-service days, vacations, etc.

All other staff members; i.e., Wilson Talent Center, Heartwood School, Early-On, Career Planning and Placement Services, Machine Repair/Cleaning, etc., shall receive the maximum of MA 8 as set forth in Article 29, Section 7.



**SUMMER EMPLOYMENT.** (Reference Letter of Agreement 94-4) When staff members are working with the constituent districts other than during their normal work year and interpretation is needed as to how they charge their time, the following will be controlling:

All staff shall be paid for all time spent to do the work required. Time spent includes required preparation time, student contact time, IEPs, evaluating student performance and progress, report writing, conveyance to and from the District to the work site (one [1] hour), curriculum development, problem solving, in-service training, attending faculty meetings, conducting student and parent conferences, working on committees and committee assignments, evaluating student papers and themes, development of instructional materials, professional reading and study.

For purposes of this Agreement, a staff member unable to work due to any of the reasons set forth in Article 17 of the Collective Bargaining Agreement will not be paid nor will they be charged leave time.