

# **MASTER AGREEMENT**

By and Between

**IONIA COUNTY INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

and

**IONIA INTERMEDIATE EDUCATION ASSOCIATION**

July 1, 2010 – June 30, 2012

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ARTICLE 1  
Agreement

Section 1: The master contract entered into this 1<sup>st</sup> day of July, 2010, by and between the Ionia County Intermediate School District Board of Education, hereinafter referred to as the “Board” and the Ionia Intermediate Education Association, hereinafter referred to as the “Association.”

The term “employee,” when used in this agreement, shall refer to all employees represented by the Association as defined by the terms of this Agreement.

Section 2: Individual Contract  
The individual contract, executed between each employee and the employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this Agreement takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Agreement.

ARTICLE 2  
Recognition

Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and conditions of employment for the entire term of this Agreement for all regular full-time and regular part-time professional or certified staff members under annual contract as follows: teachers, teacher consultants, therapists, psychologists, social workers, non-administrative coordinators, and school nurse.

The recognition excludes all aides, assistants, clerical staff, accountants, administrative staff, Title I teachers, per diem appointments and substitutes, training supervisors and/or assistants, contracted services staff (see Article 5, Section 7), and summer employees not otherwise in the bargaining unit. The Association will be given a copy of any new grant application. Within ten days after receiving the application, the Association will notify the Board if grant positions need to be discussed for Union recognition. The parties will then meet to reach mutual agreement about the grant positions.

The recognition status of newly created professional or certified positions shall be mutually decided between the Association and the Board within thirty (30) days from the date of employment when requested by the Association in writing, within fifteen (15) working days after the employment of a person in the position of question.

ARTICLE 3  
Purpose, Intent, and Philosophy

- Section 1: The purpose of this Agreement is to establish clearly, in writing, the full Agreement between the parties concerning the salaries, terms, and conditions of employment that shall prevail for the duration of this Agreement.
- Section 2: If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Should any provisions of this Agreement be found to be in conflict with Board Policy, that provision of this Agreement shall supersede the Board Policy.
- Section 3: All actions taken and policies adopted by the Intermediate Board of Education shall be in the light of what is deemed to be in the best interests of the Ionia County Intermediate School District by the Board.
- Section 4: Except as provided by law, the Board of Education cannot and will not negotiate Board responsibilities, duties, and rights as spelled out in our State Constitution, our legislated laws, and the judicial interpretations of our courts.
- Section 5: These negotiated Articles are accepted by both parties and are binding upon both parties for the duration of the Master Agreement.

ARTICLE 4  
Board Rights

The Board retains and reserves unto itself all rights, powers, privileges, responsibility, and authority vested in it and conferred upon it by the laws, state statutes, rules, regulations, and the constitutions of Michigan and the United States. Rights reserved exclusively herein by the District shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement.

The exercise of the following powers, the adoption of policies, and the use of judgment by the Board shall be limited only by the terms of this contract, the Public Employees Relations Act, and of the constitutions and laws of Michigan and the United States and shall include, by way of illustration and not by way of limitation, the right to:

Section 1: Manage and control the District's business, equipment, operations, and affairs as the employer;

Section 2: Continue its rights and past practice of employee assignment and direction of work of all its personnel; set the daily hours of work, starting times, and scheduling of the foregoing; establish, modify, or change work loads, business hours, or days;

Section 3: The right to direct the working forces including the right to hire, promote, suspend, and discharge employees; to transfer employees; determine the size of the work force and to lay off employees in conformance with the provisions of this Agreement.

Section 4: Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation thereof or changes therein; the institution of new and/or improved methods of changes therein;

Section 5: Adopt reasonable rules and regulations;

Section 6: Subject to the provisions of law, determine the qualifications of employees including physical conditions;

Section 7: Determine the location or relocation of its students or facilities, including the establishment or relocations of schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;

Section 8: Determine the placement of operations, production, services, maintenance or distribution of work, and the sources of materials and supplies;

Section 9: Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;

Section 10: Determine the size of management organizations, its functions, authority, amount of supervision, and tale of organizations;

Section 11: Determine the policy affecting the selection, testing, or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE 5  
Association and Personal Rights

- Section 1: The Board hereby agrees that every eligible employee, as defined in this Agreement, shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining.
- Section 2: The rights herein granted to the Association shall not be granted or extended to any competing professional labor organization excepting if the professional employees change labor organizations through procedures as defined by MERC.
- Section 3: The Board further agrees to furnish the Association, upon reasonable written request by the Association President, public information regarding the financial resources of the District; however, copy preparation costs of such material and reasonable labor costs shall be borne by the Association.
- Section 4: The facilities and equipment of the District may be available to the Association for the transaction of Association business with a 48 hour written prior notice. Such use will not interfere with employee duties or responsibilities, or previously scheduled community events. The use of the facilities and equipment may be requested from the Superintendent or his designee, by the Association President, and shall not interfere with normal operations and any itemizable expense involved shall be borne by the Association. The Association shall assume all financial responsibility for the use of District facilities and equipment and shall report immediately, damage to either, in writing, to the Superintendent.
- Section 5: Any case of assault upon an employee while performing his duties or any injury which occurs at or as a result of work, shall be promptly reported to the employee's supervisor on a District form within 24 hours.
- Section 6: Any written complaint filed by a student or parent against an employee with the Board or its agents shall be reported to the employee involved as soon thereafter as is reasonably possible if the said complaint is to be used in any disciplinary action.
- Section 7: The Board agrees to make a conscientious effort to continue services equal to one-half (½) time or more currently provided by bargaining unit members through employment of appropriately qualified professional staff. If a qualified person cannot be found, the Board may contract temporarily (less than one full year) with another local or intermediate school district, or corporate entity to provide such service, so long as currently employed bargaining unit employees are not displaced.



Section 8: The Board and the Association recognize that it may be necessary to hire individuals who are not fully qualified to fill positions on a short term basis (less than one full year) in emergency situations. If this occurs, the individual will be given a temporary contract which provides all the rights and privileges of any other bargaining unit member except those in Article 10 and Article 11.

However, if the individual is subsequently hired as a regular employee and bargaining unit member, he/she will be entitled to all the rights and privileges provided from the initial date of hire as a temporary employee.

Section 9: Each employee shall have the right, upon request to their immediate supervisor, to review on an appointment basis, the contents of his personnel file. Such review will occur in the Business Office area under observation by a representative designee of the Board. Such review will be scheduled to occur other than during employee work time. The employee may have an Association representative accompany him/her. Copies of material, excepting that deemed confidential under the law (i.e., initial letters of recommendation) may be made by the District for the employee at employee expense.

ARTICLE 6  
Personnel Policies

Section 1: All new employees shall receive employment orientation during the first fifteen (15) days of employment. The immediate supervisor shall acquaint each new employee with the operation of the department. It shall be the immediate supervisor's responsibility to arrange for such orientation. Upon completion of the orientation, employees must have completed all necessary personnel and payroll forms, have been advised as to employee benefits, advised of where a copy of the Board of Education Policy may be reviewed, and given a copy of:

- A) the master agreement;
- B) appropriate job description;
- C) department goals and, if available, department objectives; and,
- D) a copy of the most recent employee evaluation form.

Section 2: Upon the recommendation of a majority of the members of the Board of Education, any employee may be required to submit to a physical or mental examination, the costs exceeding District-provided insurance to be picked up by the District. The Board will inform the employee of the reason for requiring such examinations.

Section 3: Substance Abuse

- A) The Board and the Association declare their mutual interest in maintaining a work environment free of substance abuse and its effects. The parties agree that selling, possessing, consuming, transferring, purchasing, or being under the influence of either alcohol or illegal drugs on school property or while performing work on behalf of the District, regardless of location, is strictly prohibited. A staff member who violates the above standards may face disciplinary action, up to and including termination.
- B) The Association and the Board jointly recognize that the abuse of alcohol and/or illegal drugs is a treatable condition and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.
- C) If, in the Superintendent or designee's opinion, alleged substance abuse is causing poor attendance or unsatisfactory job performance by a staff member, the Superintendent or designee may discuss this with the staff member in an interview at which the staff member may have Association representation.

- D) The Board shall not engage in the testing of staff members in order to determine if they are working under the influence of alcohol or illegal drugs.
- E) The Board agrees that any staff member with an alcohol or drug abuse problem affecting their performance, who requests diagnosis and participates in a treatment program will not jeopardize his/her job rights or job security so long as job performance improves to the satisfaction of the supervisor. It is further agreed that such problems will be handled in a confidential manner.

Section 4: No employee shall be disciplined or discharged arbitrarily or capriciously. Employees recommended for dismissal during a school year will be informed, in writing, either personally or by certified mail. A non-probationary employee being recommended for dismissal during the school year will have the right to a hearing before the Board. For all tenured and probationary teachers covered by the Michigan Tenure Act, all procedures specified in the Michigan Tenure Act will be adhered to regarding discharge, demotion, and non-renewal. Professional employees not specifically covered by the State Tenure Act will follow the same timeline provisions as specified by the Act.

Section 5: The Board of Education reserves the right to discipline, up to and including dismissal of, any employee for any of the following reasons:

- A) Failure to perform duties;
- B) Neglect of duties;
- C) Insubordination;
- D) Improper conduct;
- E) Incompetency;
- F) Violation of this Agreement.

The District will use progressive discipline for all non-probationary employees. Depending upon the severity of the offense and the employee's past disciplinary record, the following disciplinary steps may be omitted and/or followed:

- A) Oral warning or reprimand;
- B) Written warning or reprimand;
- C) Disciplinary suspension with pay;
- D) Disciplinary suspension without pay;
- E) Dismissal.

Section 6: All Group II employees and certain other employees, may be required to complete a weekly itinerary, filing the same with a designated person and shall keep appropriate staff aware of their daily schedule.

Section 7: Each employee must have on file with the District, on or before November 15<sup>th</sup> of each year, all proof of teacher certification, Michigan Department of Education approval, or appropriate license for the current year (whichever is required for the position). The District shall post, on or before September 15<sup>th</sup> of each year, the District's current certification/approval/license status including the expiration date of each employee. Any inaccuracy due to reliance upon information provided by an employee or any action taken by the Board because of the inaccuracy of said list shall not be grounds for a grievance. Failure to provide proof may be grounds for immediate dismissal of any employee who cannot meet the proof requirements of this Section. Proof shall be interpreted to be a valid certificate, license, approval, or written confirmation by a Michigan college or university that said employee has completed necessary training/course work to be issued a certificate, or license, or approval, by the Michigan Department of Education.

Section 8: Each employee will be expected to maintain files of services rendered and such permanent reports as required by the administration, in the form of written and promulgated policies, procedures, or directives.

ARTICLE 7  
Dues Deduction and Agency Shop

Section 1: All members of the bargaining unit shall either maintain membership in the Association during the term of the contract or shall pay a legally permissible amount to be specified in writing to the Superintendent by September 1<sup>st</sup> of each year by the Association as a representation fee. When the legally permissible fee is not known, the previous year's amount will be used until the new amount is known. Once the new amount is known, the necessary adjustments will be made. Dues or the representation fee shall be paid or payroll deduction authorized by the employee within thirty (30) days of commencement of each school year. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract. Employees not applying such dues shall have a legally permissible representation fee automatically withheld.

Section 2: The Association shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance.

If the employee contests such representation fee via legal action, said fee shall be placed in an escrow account by the Association.

Section 3: The Association will protect and save harmless the Board and each member thereof from any and all claims, demands, suits, costs and other forms of liability, including attorney fees and unemployment compensation, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article, provided the Association has the right to choose the legal counsel to defend any said suit or action and, provided the Association shall have the right to compromise or settle any claim made against the Board under this section, provided that such compromise or settlement is agreeable to the Board.

Section 4: The Association shall, by October 2<sup>nd</sup> of each school year, present to the Superintendent, a payroll deduction payment schedule plan itemizing by pay period, the amount to be deducted for each member of the Association. Copies of employee deduction approval shall be included in said payment schedule. The District shall notify the Association Treasurer within five (5) work days of all hires, terminations and changes in status.

Section 5: The District shall electronically deposit, in a depository named by the Association, all monies withheld as directed by the Association via Section 1 above within three (3) business days of being deducted from paychecks. The District assumes no responsibility for record keeping and/or reconciliation of the depository account. The District will provide a monthly copy of the employee deductions withheld for that month. The District shall notify the Association Treasurer of the date(s) and amount of all deposits made within five (5) calendar days.

ARTICLE 8  
Working Hours

All employees covered by this Agreement shall be divided into three (3) groups as follows:

Section 1:     Group 1 (Regularly Assigned to ISD Facilities)  
Employees working one hundred percent (100%) of their contracted hours at Freedom Acres or the Independent Living Center.

Section 2:     Group 2 (Itinerant)  
All non Group 1 or Group 3 employees.

Section 3:     Group 3 (Regularly Assigned to LEA Facilities)  
Employees of the Intermediate School District regularly assigned to a local school district 100% of their time.

Section 4:     An employee's group status will be noted on his/her annual, individual, contract form. Changes to the employee's group status due to assignment changes will be reported to the affected employee in writing within five (5) working days after said affective change.

Section 5:     Employee Hours  
All employees will be required to work a seven hour five minute day, which includes a one half (½) hour duty-free lunch as scheduled. A teacher whose program is housed in a local school district building will follow the same hourly schedule as the building in which he/she is located. All classroom teachers will work through the students' lunch period, providing appropriate instruction, unless the employee and supervisor mutually agree to do otherwise.

Section 6:     School Closings  
Group 1 employees will not be required to work on any day that Freedom Acres is closed due to conditions such as snow, ice, excessive heat or other inclement weather conditions. Group 3 employees shall follow the local educational agency closing procedures and operational schedule of their respectively assigned school. Each Group 2 employee shall report to those open districts to which he/she is assigned that day unless other arrangements have been administratively approved.

Credit for partial days worked shall be given in ½ day increments. If a Group 2 employee is required to work a day when Freedom Acres is closed, he/she will receive comp time for the portion of the day credited in addition to his/her regular pay.

If any one of the school buildings is closed due to facility problems such as power plant failure, loss of heat, loss of water or health problems (including epidemics), the affected staff and/or students will be reassigned or excused at the discretion of the Superintendent or his/her designee. Bargaining unit members will not suffer a loss of pay as a result of this provision.

Board facility closing will be submitted to W.I.O.N. and WOOD radio stations by the Superintendent or his/her designee prior to 7:00 am for announcement by them, at their convenience, on said day or days.

In addition, the Board will assist in the development of a telephone fan-out system for use in emergencies and/or for school closings.

If any Board facility closing results in less than the number of state mandated days/hours, such days/hours will be made up without additional pay. Such days/hours shall not be rescheduled during Thanksgiving, Christmas, Spring Break, Easter Break, weekends, or holidays.

Section 7: Extensions beyond annual working hours for summer programs shall be voluntary. The Board may hire from outside the Association for additional personnel in the event no qualified Association member, as defined in Article 10, Section 2, contracts for additional assignment. These assignments shall be posted as per master agreement.

Section 8: Group 1, 2, and 3 employees will be scheduled for at least a total of thirty (30) minutes to be used for daily planning in no less than two (2) fifteen-minute increments.

Section 9: Employee attendance at evening parent-teacher conferences may be required.

Section 10: All employees will be required to attend staff meetings held prior to 4:30 p.m. during the regular work days. Such staff meetings will be limited to two (2) per trimester, and no such meeting shall occur before 7:30 a.m. nor extend beyond 4:30 p.m.

Section 11: On days upon which IEPCS are conducted, a substitute will be placed in the classroom while teachers are in IEPCS. If, however, the supervisor and teacher mutually agree that a substitute is not needed, a substitute will not be placed.



ARTICLE 9  
Evaluation Procedures

Section 1: Evaluations may be conducted by a director or other administrator or professional as designated by the Board of Education or Superintendent. In such evaluations, all monitoring or observation of employees shall be conducted openly. Written review of the employee's job performance may be based upon one or more of the following methods:

- A) Observation;
- B) Discussion;
- C) Job descriptions;
- D) Consultant with LEA administration;
- E) Attainment of Individualized Development Plan (IDP)

Section 2: The performance of all employees shall be evaluated in writing as follows:

A) Probationary employees, as defined by this Contract, will be provided with at least an annual year end performance evaluation. This will be written and based upon at least two formal observations and other data as provided in Section 1 of this Article. It will address the employee's progress in meeting the goals of the employee's Individualized Development Plan (IDP). The IDP will be developed and discussed with the probationary employee at a conference with the administrator within forty-five (45) work days of initial employment. One of the observations will be on or before December 1 and the other on or before April 15. A personal meeting will be held between the administrator and the employee within fifteen (15) school days thereafter to review the job performance of the employee.

An employee's probationary period shall be defined for those employees covered by the Tenure Act as in the Tenure Act. For those not covered by the Tenure Act, the probationary period will be equivalent to the years of probation required by the Tenure Act.

B) Employees no longer on probation will be provided with a performance evaluation at least once every three years. This will be written and based upon at least two formal observations and other data as provided in Section 1 of this Article. If the employee receives an unsatisfactory evaluation, an IDP will be developed in consultation with the employee. The employee may have Association representation at such meeting to develop and/or discuss the IDP at the employee's option. Subsequent evaluations will address the goals of the IDP.

- Section 3: Two (2) copies of the written evaluation shall be completed: one (1) to be signed by the employee and retained by the administration; and the other one (1) to be given to the employee. In the event that the employee feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections and rationale in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- Section 4: Employees receiving evaluations that may lead to dismissal recommendation shall be provided with a written list of changes with which the employee must comply within a given number of calendar days, not to exceed ninety (90) nor less than thirty (30).
- Section 5: If an employee disagrees with the results of his/her written evaluation, the employee may request, in writing, a review session with the Superintendent to present his/her position. The Superintendent will schedule, at his convenience, a date to conduct such review session. The employee may have present at any such review session, one (1) representative of the Association. The Superintendent reserves the right to have whomever he deems necessary attend the review session. The Superintendent may take whatever action seems necessary.
- Section 6: The unit member will be provided advanced written notification if any information from his/her district personnel file has been requested under the Freedom of Information Act (FOIA) and that it may be released within five business days after the day the FOIA request is received.
- Section 7: The professional evaluation form may be changed by the administration with input from the association representative.

ARTICLE 10  
Terminations, Vacancies, and Transfers

Section 1: Employees shall be notified sixty (60) calendar days prior to June 30<sup>th</sup> if their contract will not be renewed for the ensuing year due to unsatisfactory performance.

Section 2: Whenever a vacancy in any professional position shall occur, including administrative positions, a written notice of such vacancy shall be posted on the Association bulletin board for ten (10) calendar days. No vacancy shall be filled, except in case of an emergency or on a temporary basis, until such vacancy shall have been posted. During the summer months, the postings will be mailed to the employee at their last known address. Present employees who apply in writing will be given preference in consideration for any vacancies which exist based on their qualifications, competencies, experience, and areas of certification. For purposes of this Article, “qualified” shall mean that the employee shall:

- A) Have had at least one (1) full school year of successful prior work experience in the past seven (7) years in the specific assignment of the position in question (i.e., OT, PT, speech therapy, SMI, TMI, etc.); or,
- B) Have demonstrated to the satisfaction of the administration that they possess the necessary skills and attributes to successfully perform the duties and responsibilities of the position in question as outlined on the job description.

ARTICLE 11  
Layoff and Recall Procedure

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and staff and that the procedures set forth in this Article shall be used in laying off personnel.

Section 1:     Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum, or staff is curtailed, the following procedure will be used.

- A) Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is a non-probationary or tenured employee who is certified and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether.
  
- B) If the reduction of employees is still necessary, then non-probationary or tenured employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purpose of this Article “seniority” is defined to mean the amount of time an individual is continuously employed in a bargaining unit position with the school district. Seniority credit will be granted for time worked on the following basis: 1) employees who work or are on paid leave for at least one day more than one-half of the contract year will receive a full year of seniority; 2) employees who work one-half of the contract year or less will receive one-half year of seniority. Time on unpaid approved leave or layoff shall not constitute a break in continuous service.
  
- C) No later than thirty (30) days following the ratification of this Agreement, and by September 30<sup>th</sup> thereafter, the Board shall prepare a seniority list. All employees shall be ranked on the list in order of their seniority as defined above. In the circumstance of more than one individual having the same seniority, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and the employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected employees and

- D) Association representatives to be in attendance. The seniority list shall be published and posted conspicuously in all buildings of the District by October 15<sup>th</sup> of each school year.
- E) An employee who is laid off pursuant to this Article has the right, if requested by the employee in writing to the Superintendent within ten (10) calendar days after layoff notification, to be placed by the Board in a position for which he/she is certified and which is occupied by an employee with less seniority.

Section 2: In the event of layoff, the Board's obligation to pay salary or fringe benefits under any staff member's individual employment contract or under this collective bargaining agreement shall terminate after being prorated on the basis of the following: The number of work days completed as of the effective date of layoff divided by annual length of contract multiplied by twelve (12) months annual coverage (September 1 to August 31) rounded to the closest full month up or down.

Section 3: Recall of an employee shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee to be reassigned shall be certified to perform the specific duties he/she is being assigned.

Section 4: The Board shall give written notice of recall from layoff by sending a certified letter to said staff member at his/her last known address. It shall be the responsibility of each staff member to notify the Board of any change in address. The staff member's address, as it appears on the Board records, shall be conclusive when used in connection with layoffs, recalls, or other notice to the staff member.

Section 5: If the staff member fails to notify the Board within ten (10) calendar days and fails to report to work within twenty (20) calendar days from the date of receipt of the letter, unless an extension is granted in writing by the Board, said staff member shall be considered a voluntary quit.

Section 6: Recall rights shall expire five (5) years after layoff for any staff member. The staff member may extend recall rights for up to an additional five (5) years by informing the Board by letter each year by June 1. Failure to notify the Board by June 1 shall be considered a voluntary quit. A laid-off employee shall have the responsibility to keep the District informed of the employee's current address.

Section 7: An employee shall lose seniority rights one (1) year after he/she leaves the bargaining unit to take an administrative (or other non-recognized) position within the District.

Section 8: Any employee who is laid off and receives unemployment benefits during the summer immediately following said layoff and is subsequently recalled to a position at the beginning of the next school year would be paid an annual salary equal to their salary schedule amount minus any unemployment benefits received during that summer period.

Section 9: Bargaining unit employees shall receive no less than thirty (30) calendar days' prior notice of layoff. The individual contract of any employee who is employed through special funds such as state or federal project grants which are subject to short notice of discontinuance and which provide at least eighty percent (80%) of his/her salary shall so indicate; such employees shall be subject to no less than a 14 calendar day notice of layoff.

ARTICLE 12  
Negotiations

Section 1: There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board; one (1) by the Association; and one (1) by the Superintendent. Copies of this Agreement titled “Master Agreement By and Between the Ionia County Intermediate School District and the Ionia Intermediate Education Association” shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed. An additional five (5) copies of this Agreement shall be provided to the Association.

Section 2: A copy of the school board agenda will be provided to the Association President at the same time it is sent to the Board members. Changes in School District personnel policies affecting employees in the bargaining unit shall be made available to the Association President during consideration and after Board adoption upon request.

Section 3: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 4: A professional council composed of representatives of the administration and of the Ionia Intermediate Education Association shall be established. It shall meet as needed but at least three (3) times yearly to address work related concerns of either group.

The professional council membership shall consist of the Superintendent, one administrator, and two members of the Association. The Superintendent shall appoint the administrative members. The Association shall appoint the employee members. Meetings will be held at a mutually agreed upon time. The chairmanship shall alternate between the administration and Association at successive meetings.

ARTICLE 13  
Experience

Section 1: New, experienced employees coming into the District may be given credit for prior work or related experience at the discretion of the Board or its designee.



ARTICLE 14  
Paid Leaves

Section 1: Paid Leave

Paid leave shall be granted to all employees of the District on the basis of 15 days maximum per year, cumulative to 135 days maximum. Six (6) days of the first year's paid leave may be advanced to a new employee during the first half of the school year.

Substitution of Leave for FMLA Leave

- 1) For purposes of the Family and Medical Leave Act, sick leave allowed and which is taken under this Article shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act. This will apply to:
  - a) Sick leave which is utilized pursuant to this Article to care for a family member (child, spouse, or parent) with a serious health condition, including where a teacher must make arrangements for necessary medical and/or nursing care.
  - b) Sick leave which is utilized pursuant to this Article due to a serious health condition which renders the teacher unable to perform the functions of his/her job.

The administration reserves the right to demand, either in advance of or contemporaneous with alleged illness, certification of employee illness by a medical doctor. The Board agrees to pay the portion of the cost of said required medical certification not covered by insurance, provided the employee is certified as ill. Paid leave may be used for:

- A) The personal illness or disability of the employee, including pregnancy related disability.
- B) Up to four (4) days per occurrence may be used to care for an ill or disabled member of the immediate family. Immediate family shall be defined for the purpose of this provision as spouse, children, or parent, or other family members living in the household. In the event of catastrophic illness, further use may be approved by the Department Director or Superintendent.
- C) Up to five (5) days per occurrence may be used to attend or arrange funerals in the immediate family. The immediate family shall be defined as spouse, children, parents, grandparents,

grandchildren, sibling, and father and mother of spouse, and other individuals who hold the place of these persons.

Up to three (3) days per year may be used to attend or arrange funerals for other family members or close personal friend.

- D) Up to two (2) days per year, may be used for the employee's personal business. Personal business time shall not be used for vacations, recreation, or for activities that can be scheduled outside of work hours. Except in emergencies, employee shall provide his/her supervisor with at least five (5) days prior notice.
- E) Up to two (2) days of paid leave per year may be used by an employee working in a summer program. There is no accumulation of paid leave during the summer.

At the discretion of the Administration, employees returning to work from sick leave may be required to present a doctor's statement certifying the employee's ability to return to work.

Employees will be required to utilize the District's Substitute Employee Management System to report their absence. If unable to utilize the system to report an emergency, requests should be directed to his/her supervisor. In order to request a personal business day, conference day, or accumulated comp time usage, pre-approval and authorization codes must be obtained from his/her supervisor. If the employee fails to notify the district via the Substitute Employee Management System or supervisor within one (1) week after returning to work, the hour(s) shall be considered unpaid leave and a deduction equal to a pro-ration of unpaid hour(s) or part days over the length of the negotiated school year will be deducted from his/her next paycheck(s).

Section 2: Employees unable to work because of an illness or injury compensable under the Michigan Workers' Disability Compensation Act may elect to use accumulated sick leave in an amount equal to the portion of the employee's regular daily rate not paid by Workers' Compensation Benefits. Such difference in pay shall be deducted from the employee's accumulated sick leave. In no case can the combination of sick leave and Workers' Compensation benefits exceed the employee's regular daily rate of pay. In order to exercise this option, the employee shall submit a signed request to that effect to the board. Upon exhaustion of accumulated sick leave, the employee shall receive only the amount provided by the Michigan Workers' Disability Compensation Act.

Section 3: After ten (10) consecutive years of employment with the District, the District will pay the employee's beneficiary in the event of death, or to the employee upon proof of retirement, thirty-five (\$35.00) dollars each year for each day of unused sick leave the employee has accrued while in the employment of the District. (Each day constitutes seven hours five minutes each.)

This claim by beneficiary or employee must be made on or before four (4) calendar months from last day of work; in the case of death, the claim must be accompanied by a certified copy of the death certificate; in the case of retirement, the claim must be accompanied by a notarized statement wherein the first retirement check is fully described. Persons dismissed for disciplinary reasons or employees terminated, voluntarily or involuntarily, shall not be eligible for benefits under this section.

Section 4: The administration shall note on each employee's individual paycheck, his/her cumulative sick leave and personal days balances.

Section 5: Compensatory time may be provided for those employees whose attendance is frequently or regularly required at meetings after the regular work day. The use of such time will be available only with the approval of their immediate supervisor. Compensatory time shall only be taken at times which would not impede the employee's ability to meet job requirements. These provisions also apply to the accrual and usage of compensatory time during summer programs.

ARTICLE 15  
Unpaid Leaves

Section 1: Disability Leave

- A) An employee who has completed his probationary period with the District and who is unable to work because of certifiable personal illness or disability and who has exhausted all sick leave available to him/her, shall be granted a leave of absence without pay or benefits, except as provided under the Family and Medical Leave Act (FMLA), and Article 22, Section 10, for the duration of such illness or disability, up to a maximum of one (1) year. The Board may, at its own discretion, upon written request from the employee, extend the unpaid leave. A person taking the place of an employee on leave under this section shall be deemed a substitute, excluded from the bargaining unit and the position shall not be considered a vacancy during the leave.
- B) At the time of requesting the unpaid leave the employee shall request a prospective termination date of the unpaid leave of absence. Re-employment will commence upon the date set by the Board. It is understood that the foregoing shall not supersede provisions for layoff, position terminations, or other provisions of law or this contract.
- C) An employee may make written application to the Superintendent for reinstatement prior to expiration of the unpaid leave granted by the Board of Education. However, the Board of Education reserves the right, in its sole discretion, to approve accelerated termination of the unpaid leave on the basis of each individual case.
- D) Failure to return from unpaid leave on the date specified by the Board shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.
- E) Unpaid leave will be granted without experience credit and without sick leave accumulation. Upon return from unpaid leave, assuming no layoffs or position terminations have occurred, the employee shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other group benefits prior to said leave without pay or benefits or experience credit, and without sick leave accumulation.

Section 2:     Extended Unpaid Leave

- A) Any employee shall have the right to make written application for an unpaid leave of absence of not to exceed one full year, without pay or fringe benefits, except as provided under the Family and Medical Leave Act, and Article 22, Section 10. A written application shall include the reason for requesting such leave and the anticipated duration of the leave. Consideration may be given by the Board to leave requests under this provision for alternative career leaves. Leaves under this provision shall be granted at the sole discretion of the Board and shall be considered at one of their regular Board meetings.
  
- B) At least thirty (30) calendar days prior to the expiration date of the approved leave, if approved, the employee must give written notice of intent to return to his/her position by certified mail. Failure to give such timely notice shall be deemed a voluntary resignation. An employee providing such timely notice shall be returned to the same position or another position for which he/she is certified and qualified, subject to possible restrictions elsewhere in the Agreement.
  
- C) It is expressly understood that increment shall not be granted while on approved leave under this provision.
  
- D) A person employed by the District to temporarily fill a position under this section shall not be considered a member of the bargaining unit.
  
- E) An employee may be granted an extended unpaid leave to care for a family member.

Section 3:     Child Care Leave

- A) An unpaid leave of absence of up to one (1) year shall be granted to any employee for the purpose of child care, including birth and adoption, providing a suitable replacement can be secured. Such leave will be without pay for fringe benefits, except as provided under the Family and Medical Leave Act and Article 22, Section 10. The employee shall provide the employer with at least thirty (30) calendar days' prior notice, except in emergencies.
  
- B) At least thirty (30) calendar days prior to the expiration date of the approved leave, if approved, the employee must give written notice of intent to return to his/her position by certified mail. Failure to give such timely notice shall be deemed a voluntary resignation.

- C) An employee providing such timely notice shall be returned to the same position or another position for which he/she is certified and qualified, subject to possible restrictions elsewhere in the Agreement.
- D) It is expressly understood that increment shall not be granted while on approved leave under this provision.
- E) A person employed by the District to temporarily fill a position under this section shall not be considered a member of the bargaining unit.

Section 4: Short Term Unpaid Leave

Non-probationary employees may be permitted to take up to five (5) days per year on an unpaid basis. Except in emergencies, employees will provide their supervisor at least ten (10) work days' prior notice.

Section 5: Eligible employees shall be granted unpaid leave to the extent required under the provisions of the Family and Medical Leave Act for the purposes and subject to all of the terms and conditions of that Act and its implementing regulations. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of an eligible employee under the provisions of the Act to the extent permitted by the Act and its implementing regulations.

ARTICLE 16  
MEA Leave Days

The Ionia County Intermediate Education Association President or his/her designee shall be allowed four (4) days per year for Michigan Education Association sponsored meetings which may be taken in no less than three and one-half (3½) hour increments. The Association can only use this time for attendance at workshops or Association governance meetings. The Association agrees to provide at least two (2) working days prior notice.

ARTICLE 17  
Sabbatical Leave

Section 1: Professional employees who have been employed in satisfactory service for a minimum of seven (7) consecutive years may apply for a sabbatical leave up to one (1) year.

Section 2: Sabbatical leave shall be applied for through the Superintendent's Office and may be granted by the Board. (No more than one (1) professional employee may be on a sabbatical leave during any year.)

Section 3: Sabbatical leave may be granted for one of the following reasons:

- A) Formal study at an accredited college or university towards an advance degree.
- B) Research work under the supervision of qualified research personnel.
- C) Special programs accepted by the Board or recommended by the Superintendent.

Section 4: Sabbatical leave must be requested on or before April 1<sup>st</sup> of the year previous to the requested leave. The Board shall act upon the request prior to May 30<sup>th</sup>.

Section 5: While on sabbatical leave, the employee will be paid one-half (1/2) of his/her full salary (based upon the last full year contract) plus health insurance protection although duplicate coverage will not be provided.

Section 6: Seniority, years of experience, and sick leave will be retained if such leave is granted provided the employee returns to work by the first day of the school year following the approved leave (no more than fifteen (15) months from the beginning date of said leave).

Section 7: While on sabbatical leave there shall be no accrual of any benefits, nor shall the Board be held liable for death or injuries sustained by any staff member.

Section 8: An employee granted a sabbatical leave shall not be allowed to hold any full time paid position, excluding any fellowships, scholarships, grants and aide or other scholastic stipends. Employees wishing to request sabbatical leave to participate in federal or state service, specifically political activities, shall be considered on an individual basis.

Section 9: A staff member returning from sabbatical leave shall be restored to the same position or to a position of like nature.



Section 10: The staff member, upon making request for a sabbatical leave, shall agree to work two (2) additional contract years for the district upon return from such leave.

ARTICLE 18  
Jury Duty

Section 1: Any employee who is selected to serve on jury duty or is subpoenaed to testify about a work-related matter shall be excused from work without use of any leave or vacation time and shall be paid for each working day served. Employees will be required to turn into the District, a copy of wages received from the court for jury duty for each work day or portion of a work day served so that amount can be deducted from the employee's next payroll check.

Section 2: The employee is expected to report back to work if the daily jury duty time and necessary travel time allow it.

ARTICLE 19  
Mileage/Expenses

Section 1:     Group 1 & 3 Employees (as defined in Article 8)  
Employees with this status will only be reimbursed for mileage and travel which received prior written approval from their immediate supervisor before occurrence. No employee in this group will be provided mileage or expenses for travel to and from home to work.  
EXCEPTION: If an employee of this group is assigned to more than one (1) site, mileage will be paid for travel from site to site (including student home visitations) at the rate specified below.

Section 2:     Group 2 Employees (as defined in Article 8)  
Calculations of reimbursable mileage amounts shall begin at the first place of business or the ISD Office, whichever is closer to the employee's home. Calculations shall cease at the last place of business or the ISD Office, whichever is closer to the employee's home. Deductions shall be made by the employee for mileage during the day not related to work assignments.

The rate of reimbursement shall be at a flat rate equal to the maximum allowed per the IRS Code Act effective upon the date the new rate is announced.

The immediate supervisor shall maintain the right to approve the employee's schedule.

Section 3:     The Board may assign District vehicles as they see fit to employees rather than pay expenses. Assignment and policies governing usage of said District vehicles remain the prerogative of the Board.

Section 4:     Out-of-District Travel  
Approved out-of-district travel will be reimbursed for actual expenses not to exceed \$50.00 per full day for necessary meals and if overnight, \$100.00 for room. In addition, employees approved for conference attendance will be eligible for up to \$250.00 in registration fees per conference, or membership dues plus registration fee, whichever shall be less expensive. With prior approval of the immediate supervisor, the registration fee reimbursement may exceed \$250.00.

Reimbursement will be made for only those expenses supported by receipts.

Section 5:      Conference Days

Each employee shall be entitled to at least two (2) conference days per contract year to attend conferences or conventions. Additional days may be authorized by Department Director or Superintendent. These shall be confined to the State of Michigan, unless otherwise approved by the Department Director or Superintendent. Reimbursement shall be specified in Section 4 above. No more than two (2) persons normally will be approved to attend the same conference on any given day. Mileage will be reimbursed to one (1) participant for any one (1) conference. Mileage reimbursement will not exceed \$125.00 per conference. In addition, reimbursement up to \$125.00 will be made for other modes of transportation if previously approved. Employees may receive expenses as specified in Section 4 above for unpaid conference attendance, if approved in advance by their Department Director or Superintendent. Conference attendance required by the immediate supervisor, Department Director or Superintendent shall not be counted as conference days for the purposes of this Article.

Employees attending conferences on a day when his/her work site is closed due to inclement weather, shall make up that day with no additional compensation, if required to make up that day(s).

ARTICLE 20  
Grievance Procedure

Section 1: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract relative to hours, wages, and working conditions. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- A) The dismissal of, or failure to re-employ any probationary employee;
- B) Any matter involving staff member evaluation content;
- C) The determination not to appoint or reappoint any employee to a summer assignment which is different from the employee's regular assignment or when the appointment is made from among two (2) or more unit members.

Section 2: Grievance Procedure

Level 1:

An employee or the Association, believing a violation of the contract to exist, shall first discuss the alleged grievance with the supervisor immediately responsible within ten (10) days of occurrence or knowledge. The employee may be accompanied by a representative of the Association if he/she desires. The employee or Association must inform his/her supervisor that this is a Level 1 grievance in advance. Failure to notify the supervisor that it is a Level 1 grievance will automatically forfeit the employee right to advance the alleged grievance.

Level 2:

If the grievance is not resolved within five (5) working days at Level 1, the grievance must be submitted in writing on a District form (see attached) within five (5) working days of the Level 1 answer, and so delivered to the immediate supervisor. Within five (5) working days (defined as Monday to Friday, inclusive, excluding recognized legal holidays and school vacations) the supervisor shall deliver a written disposition of the grievance to the committee.

Level 3:

If the grievance is not resolved at Level 2 within (10) working days, the grievance committee shall so note in writing on copies of the grievance form, the administrative disposition and deliver the

writings to the Superintendent. Within seven (7) working days, the Superintendent and/or his/her delegate shall meet with the grievance committee. Within seven (7) working days after such meeting, the Superintendent shall deliver a written disposition of the grievance to the committee.

Level 4:

If the findings of the Superintendent are not satisfactory with the grievance committee, the committee may, within fifteen (15) working days following the Superintendent's findings, notify in writing to the Superintendent that the grievance be submitted to arbitration.

A representative of the Association and Board shall meet within thirty (30) days to determine if a mutually agreeable arbitrator can be determined. If an arbitrator cannot be mutually agreed upon within fifteen (15) days, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/Her authority shall be limited to deciding whether a specific article or section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan Revised School Code or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding on all parties.

Section 3:

If any of the time requirements specified above and not met by the District, the grievance will automatically be moved to the next step. If any of the time requirements of the above procedures are not met by the Association, the grievance shall be considered resolved on the basis of the last written response by the District.

Section 4:

Expenses of the arbitrator shall be borne equally by the Association and Board.

Section 5:

Level 1 and Level 2 individual grievances which are settled are required to have both parties sign off that said grievance has been settled and cannot be grieved again at any level.

Ionia County Intermediate School District  
**GRIEVANCE TRANSMITTAL SHEET**

Instructions: Part I

Complete each and every item on part one. A comment section will be found on the back side of this sheet. The comment section should include all appropriate facts, i.e., places, times, events, occurrences, who, what, where, when, and why – it does not require evidence.

Instructions: Part II

Each administrator or board disposition shall also be completed and attached. Both parties must initial each level.

<b>PART 1</b>	Grievance #: _____ Grievant Signature(s): _____ _____ Date of Alleged Violation or Awareness: _____ Copy of Support Data on Awareness Date Attached:    ___ Yes    ___ No Synopsis of the Alleged Violation: _____ _____ _____ Relief Sought (if any): _____ _____
<b>PART 2</b>	<u><b>Level 1:</b></u> Date Discussed _____ Time: _____ Location: _____ Supervisor: _____ Others Present: _____ _____ Action Taken: Resolved: ___ Yes ___ No      Denied: ___ Yes ___ No Date Action Taken: _____ Initials: _____
	<u><b>Level 2:</b></u> Date Filed: _____ Date Discussed: _____ Time: _____ Location: _____ Supervisor: _____ Others Present: _____ _____ Disposition: Resolved: ___ Yes ___ No      Denied: ___ Yes ___ No Date Disposition delivered: _____ Admin. Disposition Attached: ___ Yes ___ No

*(Part 2 is continued on next page)*





ARTICLE 21  
Continuity of Operations

The Association and each employee agree that during the term of this Agreement, they will not engage in a strike against the Board.

The Board of Education shall be entitled, in its sole discretion, to reschedule any days lost in the event school is closed due to strikes by ISD employees which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation over and above their regularly contracted salary.

Further, the Association and its individual members agree not to encourage the withholding of services by any other recognized bargaining group against the Board or interfere with the normal operation of the school programs.

ARTICLE 22  
Benefits/Options

Section 1:     Health Insurance

The Employer will pay the premium for Blue Cross/Blue Shield health insurance, through MESSA for the Choices II plan, for a full twelve (12) month period for the bargaining unit member and his/her entire family and any other eligible dependents as defined by Blue Cross/Blue Shield. With attainment of Medicare eligibility, Medicare Part B premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents when Medicare is elected in lieu of MESSA Choices II protection or when Medicare Part B is elected while receiving Social Security disability benefits (this package is equivalent to \$10.00/\$20.00 prescription co-pay).

For the 2010-2011 school year, the Board will pay the premium for Blue Cross/Blue Shield health insurance, through MESSA for the Choices II plan with \$100/200 Deductible; \$5 office visit and \$10/20 prescription card. Each employee who enrolls in the health plan will make a premium contribution. The amount will be \$80.00 per month for single subscribers and \$100.00 per month for full family and two-person subscribers. Part-time employees will pay a prorated premium contribution.

For the 2011-2012 school year, the Board will pay the premium for Blue Cross/Blue Shield health insurance, through MESSA for the Choices II plan with \$100/200 Deductible; \$20 office visit and \$10/20 prescription card. Each employee who enrolls in the health plan will make a premium contribution. The amount will be \$80.00 per month for single subscribers and \$100.00 per month for full family and two-person subscribers. Part-time employees will pay a prorated premium contribution.

Section 2:     Dental Insurance

The Employer shall provide without cost to the bargaining unit member, MESSA/Delta Dental Plan 100/75/50 with an annual maximum of \$3,000.00; Ortho/70% with a lifetime maximum of \$2,000.00. The plan includes internal and external coordination of benefits (COB) for all bargaining unit members and their eligible dependents as defined by MESSA/Delta Dental.

Section 3:     Vision Insurance

The District shall provide without cost to the employee MESSA Vision Service Plan 3 for all employees and eligible dependents.

Section 4:     Life Insurance

The District shall provide without cost to the employee MESSA Negotiated Term Life Insurance in the amount of \$30,000 with AD&D.

Section 5:     Long Term Disability

The Employer shall provide without cost to each eligible bargaining unit member MESSA Plan II Long-Term Disability Insurance. Benefits shall be paid at 66-2/3% of salary up to \$5,000.00 monthly maximum and shall begin after the later of: 1) Exhaustion of the bargaining unit member's accumulated sick leave; or, 2) expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months (Only the last three days of the waiting period need be consecutive and for the same condition).

Section 6:     Eligibility/Enrollment

A)     Eligibility

New employees will be eligible to enroll for coverage following the first day of work in the District.

B)     Enrollment

The enrollment period shall be defined by the carrier, however, new employees will only be covered after written enrollment forms are completed and returned to the District within the enrollment period specified by the carrier and accepted by the carrier.

Section 7:     Definition of Full Time

A full time employee shall be defined as one whose contract specifies the total length of contract days per Section 2, Article 23 at seven (7) hours five minutes per day.

Section 8:     Duplicity Coverage

The District will not provide payments for any insurance for employees or their spouses or families covered under any other group health insurance coverage. Failure to report other coverage to the District resulting in dual coverage constitutes a breach of this Agreement. Payments made for employees having other group health insurance coverage shall be paid to the District in full or may be withheld from the employees paycheck. This section does not apply to employees purchasing any carrier option plan through the Option Provision in Section 9.

Employees are required to notify the District of any dependency status change for full family or employee/spouse or dependent coverage within 30 days of dependency status change. Failure to comply will obligate the employee to reimburse the District for any premium difference caused by such dependent status change. The provisions of the above insurance coverages are subject to the rules and regulations of the insurance carrier(s).

Section 9: Part-time Employees (Working 3/5 time or more)  
Part time employees shall be eligible for prorated benefits listed in this Article equal to the number of days employed in the District, divided by length of the contract year for full-time employees as specified in this Agreement, times the benefit premium.

A part-time employee working less than 3/5 time may use payroll deduction to participate in MESSA Choices II.

Section 10: Option Provision  
An eligible employee not wishing to enroll in the Health Insurance provision of this contract, Section 1 above, may apply the equivalent of the single subscriber premium or their eligible equivalent as per Section 9 above toward the purchase of any carrier option plan excepting auto insurance, if provided. An eligible employee may also elect to have his/her compensation increased by the equivalent of the single subscriber premium, payable in monthly installments. Election of this option shall be made in provision with the conditions of the Ionia County Intermediate School District Flexible Benefits Plan, effective January 1, 1996. Participation in a tax deferred annuity (TSA) is encouraged.

Section 11: Continuation of Coverage  
The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31, even though the employee may not be returning the next school year.

The Board shall discontinue payment of insurance premiums 30 days after employee goes on Worker Compensation or 30 days after exhaustion of sick leave benefits for extended leaves.

Employee insurance/options shall be discontinued upon voluntary or involuntary employment severance from the District prior to completion of the individual contract.

Section 12: Employee Paid Annuities  
The Board shall allow the following tax deferred annuity plans through salary deduction pursuant to Section 403(b) of the Internal Revenue Code of 1954, as follows:

- A) Equitable Life Assurance Society of the United States;
- B) Michigan Education Financial Services Association;
- C) AIG/Valic;
- D) Plan Member;
- E) The Legend Group;
- F) Waddell & Reed/Nationwide
- G) Edward D. Jones;
- H) Midwest Capital Advisors.

ARTICLE 23  
Compensation and Calendar

Section 1:     Salaries

Salaries covered by this Agreement are set forth in Appendix A, 2010–2012; which is attached to and incorporated in this Agreement.

By April 1 of each school year, each employee shall choose, in writing, one of the following summer payment options for salary earned in the current school year:

- (1) Lump-sum payment of remaining salary, no later than the second paycheck following the last day of school; or,
- (2) Continuation of equal biweekly salary payments through the summer months.

Section 2:     Length of Contract

The length of contract is as follows:

2010 - 2011 – 186 days\*  
2011 - 2012 – 186 days\*

*\* One day will be a flex day for Professional Development and will be included in the 186 days. Professional Development time will equal one day (7 hours and 5 minutes). This professional development date and activity must be approved by administration.*

Section 3:     Calendar

The calendar for 2010–2011 is set forth in Appendix B. Subsequent years will be as per Appendix E. Subsequent years will follow the common county calendar if agreed by the local association and superintendents. Otherwise the parties will meet to mutually agree upon calendar dates. Copies of said calendars will be sent to the employees. Changes in program needs may require different schedules. Such proposed schedule changes must be presented to the Association at least 10 calendar days prior to final agreement with the affected employee(s). This schedule must be mutually agreed upon by the Board and the affected employee(s) prior to the beginning of the school year. It is recognized that unanticipated federal/state mandates may require implementation of a schedule change other than at the beginning of the school year. In such cases the Board will solicit input from the Association and agreement with the affected employee(s). Part-time employees will submit proposed work schedules for administrative approval within 15 work days of the start of the work year.

Section 4:     Student Contact Days

The number of student contact days for Group 1 and Group 2 employees for each year of this Agreement shall be 182 annually as follows:

2010 - 2011 – 182 days

2011 - 2012 – 182 days

Group 3 employees will have the same number of student contact days as the local school district in which they work.

Section 5:     Longevity Pay

An employee who has reached the maximum on the salary schedule, shall be eligible for longevity pay based on years of employment by the District, excluding unpaid leave time, as follows: 4.5% of the base salary of the salary column (A, B, or C) on which the employee is placed after 14 years; 5.5% of the base salary of the salary column (A, B, or C) on which the employee is placed after 17 years; 6.5% of the base salary of the salary column (A, B, or C) on which the employee is placed after 20 years; and 8.5% of the base salary of the salary column (A, B, or C) on which the employee is placed after 25 years.

Section 6:     Schedule Placement

Schedule B (MA/MS) shall include any accredited MA or MS degree as well as placement of individuals with thirty (30) semester hours of graduate credit beyond the BA or BS at the Superintendent's option. Schedule C is MA/MS plus 30, BA/BS plus 60 which includes a MA/MS degree, a 60 graduate hour MA or a specialist degree. Changes in schedule placement will be effective at the beginning of the semester following notification that the employee has completed the requirements to be moved on the salary schedule.

Section 7:     Part-time Salary Advancement

For purposes of advancement on the salary schedule, those employees working one day more than one-half contract year will be advanced one step every year. Employees working one-half time or less will be advanced one step on the schedule every other year.

Section 8:     The Board shall reimburse the employee for any clothing/eyeglasses (watches to a maximum of \$100 and jewelry to a maximum of \$100) damaged in excess of \$20.00 to a maximum of \$300.00 per occurrence while in the performance of his/her duties; provided said damage is not the result of employee negligence. Failure to adequately protect oneself (i.e., apron, etc.) shall constitute negligence.

Section 9:     Placement of Employees on Salary Scale for Part-year Enrollment

In order to be eligible for a step placement increase on the salary schedule, a unit employee must work one (1) day more than a one-half (1/2) year contract (i.e.: 188 divided by 2 + 1) per year.

Section 10:    Attendance Incentive Payment

Unit employees who achieve 100% attendance for the entire contract year shall be eligible for an annual incentive equal to two (2) day's pay. Employees eligible under this provision are those who have used no paid or unpaid leave as outlined in Articles 14 and 15 except for leaves used for funerals of immediate family as defined in Article 14, Section 1C.

Section 11:    Tuition Reimbursement Payment(s)

Payment of one hundred ten dollars (\$110.00) per semester hour of credit earned will be reimbursed if such hours are toward an advanced degree or have been earned in the field of the employee's major preparation. Employees wishing to apply for said payment must have their department supervisor's prior approval and shall apply as follows:

- A)     On or before September 1<sup>st</sup> of each year, employee may request the payment for hours earned from January 20<sup>th</sup> through September 1<sup>st</sup> of each year.
- B)     On or before January 20<sup>th</sup> of each year, employees may request the payment for hours earned between September 1<sup>st</sup> and January 20<sup>th</sup> of each year.

In all cases, employees must have their next year's contract signed for the September payment and be under contract for the balance of the year for the January 20<sup>th</sup> payment.

ARTICLE 24  
Job Sharing

At the discretion of the Superintendent, or his/her designee, he/she may approve a Job Sharing agreement between two (2) employees.

Employment conditions for Job Sharing in the Ionia County Intermediate District are as follows:

- A. The Job Sharing agreement will be for the contractual year. To continue in the program, the employee must re-apply for the next contractual year 60 days prior to the end of the school year.
- B. The employees reserve the right to return to full-time work the following year, subject to applicable provisions of the Master Agreement.
- C. Compensation shall consist of the pro-rated payment of salary and of all insurance premiums subject to Article 22, Section 8. Pro-ration of salary shall be at the same fraction as that worked. For all other benefits and seniority, employees shall be treated as other part-time employees.
- D. When a job-share is terminated, whenever possible, each employee will return to his/her former position or a substantially comparable one, provided he/she has sufficient seniority.
- E. Job Sharing rotations may include, but are not limited to:
  - 1. Alternate semester.
  - 2. Alternate weeks.
  - 3. Half days.

The actual scheduling will be determined by the principal or supervisor after discussion with the prospective Job Sharers.

- F. Both Job Share teachers shall have responsibility for full attendance at staff meetings, inservices, and IEPCS (for their students).



ARTICLE 25  
Duration of Agreement

This Agreement shall be effective as of July 1, 2010 and shall continue in effect for the term of this Agreement until the 30<sup>th</sup> day of June, 2012.

This Agreement shall not be altered or amended except upon mutual consent of the parties hereto.

By: \_\_\_\_\_  
(Education Association President)

By: \_\_\_\_\_  
(Education Association Secretary)

*and*

By: \_\_\_\_\_  
(Board of Education President)

By: \_\_\_\_\_  
(Board of Education Secretary)

APPENDIX A  
 IONIA COUNTY INTERMEDIATE SCHOOL DISTRICT  
 SALARY SCHEDULE

2010-2011: 1.7%

<b>2010 – 2011 Salary Schedule</b>			
	<b>A</b>	<b>B</b>	<b>C</b>
	<b>BS/BA</b>	<b>MA/MS*</b>	<b>MA/MS</b>
			<b>PLUS 30#</b>
<b>Base</b>	<b>35,930</b>	<b>39,676</b>	<b>43,438</b>
<b>Step 01</b>	<b>37,567</b>	<b>41,452</b>	<b>45,372</b>
<b>Step 02</b>	<b>39,209</b>	<b>43,228</b>	<b>47,302</b>
<b>Step 03</b>	<b>40,846</b>	<b>45,003</b>	<b>49,231</b>
<b>Step 04</b>	<b>42,486</b>	<b>46,779</b>	<b>51,162</b>
<b>Step 05</b>	<b>44,124</b>	<b>48,556</b>	<b>53,095</b>
<b>Step 06</b>	<b>45,765</b>	<b>50,333</b>	<b>55,026</b>
<b>Step 07</b>	<b>47,404</b>	<b>52,108</b>	<b>56,956</b>
<b>Step 08</b>	<b>49,044</b>	<b>53,884</b>	<b>58,888</b>
<b>Step 09</b>	<b>50,681</b>	<b>55,660</b>	<b>60,819</b>
<b>Step 10</b>	<b>52,322</b>	<b>57,435</b>	<b>62,750</b>
<b>Step 11</b>	<b>53,962</b>	<b>59,211</b>	<b>64,682</b>
<b>Step 12</b>	<b>55,600</b>	<b>60,987</b>	<b>66,614</b>
<b>Longevity:</b>			
<b>After 14 yrs.</b>	<b>1,617</b>	<b>1,786</b>	<b>1,955</b>
<b>After 17 yrs.</b>	<b>1,976</b>	<b>2,182</b>	<b>2,389</b>
<b>After 20 yrs.</b>	<b>2,336</b>	<b>2,579</b>	<b>2,823</b>
<b>After 25 yrs.</b>	<b>3,054</b>	<b>3,372</b>	<b>3,693</b>

\*Any accredited MA or MS degrees as well as placement of individuals with 30 semester hours of graduate credit beyond the BA or BS at Board option.

# MA/MS Plus 30, BA/BS Plus 60 which includes a MA/MS degree, a 60 Graduate Hour MA or Specialist Degree.

APPENDIX A  
 IONIA COUNTY INTERMEDIATE SCHOOL DISTRICT  
 SALARY SCHEDULE

2011-2012: 1.5%

<b>2011 – 2012 Salary Schedule</b>			
	<b>A</b>	<b>B</b>	<b>C</b>
	<b>BS/BA</b>	<b>MA/MS*</b>	<b>MA/MS</b>
			<b>PLUS 30#</b>
<b>Base</b>	<b>36,469</b>	<b>40,271</b>	<b>44,090</b>
<b>Step 01</b>	<b>38,131</b>	<b>42,074</b>	<b>46,053</b>
<b>Step 02</b>	<b>39,797</b>	<b>43,876</b>	<b>48,012</b>
<b>Step 03</b>	<b>41,459</b>	<b>45,678</b>	<b>49,969</b>
<b>Step 04</b>	<b>43,123</b>	<b>47,481</b>	<b>51,929</b>
<b>Step 05</b>	<b>44,786</b>	<b>49,284</b>	<b>53,891</b>
<b>Step 06</b>	<b>46,451</b>	<b>51,088</b>	<b>55,851</b>
<b>Step 07</b>	<b>48,115</b>	<b>52,890</b>	<b>57,810</b>
<b>Step 08</b>	<b>49,780</b>	<b>54,692</b>	<b>59,771</b>
<b>Step 09</b>	<b>51,441</b>	<b>56,495</b>	<b>61,731</b>
<b>Step 10</b>	<b>53,107</b>	<b>58,297</b>	<b>63,691</b>
<b>Step 11</b>	<b>54,771</b>	<b>60,099</b>	<b>65,652</b>
<b>Step 12</b>	<b>56,434</b>	<b>61,902</b>	<b>67,613</b>
<b>Longevity:</b>			
<b>After 14 yrs.</b>	<b>1,641</b>	<b>1,813</b>	<b>1,984</b>
<b>After 17 yrs.</b>	<b>2,006</b>	<b>2,215</b>	<b>2,425</b>
<b>After 20 yrs.</b>	<b>2,371</b>	<b>2,618</b>	<b>2,866</b>
<b>After 25 yrs.</b>	<b>3,100</b>	<b>3,423</b>	<b>3,748</b>

\*Any accredited MA or MS degrees as well as placement of individuals with 30 semester hours of graduate credit beyond the BA or BS at Board option.

#MA/MS Plus 30, BA/BS Plus 60 which includes a MA/MS degree, a 60 Graduate Hour MA or Specialist Degree.

LETTER OF AGREEMENT

BETWEEN

IONIA COUNTY INTERMEDIATE SCHOOL DISTRICT

AND

IONIA INTERMEDIATE EDUCATION ASSOCIATION

New Teacher Induction/Teacher Mentoring

The Ionia County Intermediate School District Board of Education and the Ionia Intermediate Education Association believes that the New Teacher Induction/Teacher Mentoring process is a cooperative arrangement between peers in which new members of the teaching profession are provided ongoing assistance and support by one or more skilled and experienced teachers. This relationship should be collegial in nature, and all experiences should be directed toward the development and refinement of the knowledge, skills and dispositions necessary for effective learning. This process is expected to be mutually beneficial for all parties involved and to result in improved instructional practice and professional performance.

Participation as a teacher mentor shall be voluntary at all times.

Mentors shall not participate in the supervision or evaluation of the new teacher/mentee.

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For the Association/Date

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For the Board/Date

LETTER OF AGREEMENT

BETWEEN

IONIA COUNTY INTERMEDIATE SCHOOL DISTRICT

AND

IONIA INTERMEDIATE EDUCATION ASSOCIATION

Summer Pay

- 1) Beginning June 1, 1995, any employee who agrees to work in a summer program will be paid at his/her regular hour rate of pay in effect on June 1 of that contract year.
- 2) Comp time may be awarded at an hour for hour basis in lieu of pay for the summer provided the employee and his/her supervisor mutually agree.

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For the Association/Date

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For the Board/Date