

MASTER AGREEMENT

By and Between

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

and

IONIA INTERMEDIATE SUPPORT PERSONNEL ASSOCIATION

July 1, 2010 - June 30, 2012

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ARTICLE 1
Agreement

This Master Contract, entered into this 1st 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 Support Personnel Association, MEA/NEA, hereinafter referred to as the "Union".

The term "employee", when used in this Agreement, shall refer to all employees represented by the Union as defined by the terms of this Agreement; and references to female employees shall be understood to include male employees.

ARTICLE 2
Recognition

Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Union as the exclusive representative for the purpose 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 employees as hereby specifically listed:

Paraprofessionals
Secretaries
Instructional Paraprofessionals for Hearing Impaired
Custodians
Maintenance Personnel
Certified Occupational Therapy Assistant
Certified Physical Therapy Assistant

The recognition excludes all administrative staff, Executive Secretary, Bookkeeper, Payroll Clerk, Secretary to: Assistant Superintendent/Special Ed., Instructional Services Coordinator, Special Ed. Planner/Monitor, Freedom Acres Secretary, per diem appointments, substitutes, summer employees not otherwise in the bargaining unit, and all others not specifically named above. The Union will be given a copy of any new grant application. Within ten days after receiving the application the Union 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.

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 wages, 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 or group of employees 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 provision of this Agreement be found to be in conflict with Board Policy, that provision of this Agreement shall supercede 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, 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 Board shall be exercised exclusively by the Board without prior negotiations with the Union 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, Public Employee 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 Board'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; and 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 rules and regulations.
- Section 6: Determine the qualifications of employees, including physical conditions.
- Section 7: Determine the location and 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 table of organizations.

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

Section 12: The right to discharge immediately, employees convicted of any felony or possession with intent to sell a controlled substance.

ARTICLE 5
Union 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 Union for the purpose of engaging in collective bargaining.
- Section 2: The rights herein granted to the Union shall not be granted or extended to any competing labor organization excepting if the employees change labor organizations through procedures as defined by MERC.
- Section 3: The Board further agrees to furnish the Union, upon reasonable written request by the Union President, public information regarding financial resources of the Board; however, copy preparation costs of such material, inclusive of actual labor and material cost of preparation, shall be borne by the Union.
- Section 4: The facilities and equipment of the Board may be available to the Union for the transaction of Union business but such use will not interfere with employee duties or responsibilities, or previously scheduled community events. The use of the facilities and equipment shall be requested from the Superintendent or his/her designee by the Union President, and shall not interfere with normal operations and any itemizable expense involved shall be borne by the Union. The Union shall assume financial responsibility for the use of Board facilities and equipment, and shall report immediately, damage to either, in writing, to the Superintendent or his/her designee.
- Section 5: Any case of assault upon an employee while performing her duties or any injury which occurs at, or as a result of, work shall be promptly reported to the employee's supervisor on a Board form.
- 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. It must be shared with the employee prior to being used as reason or purpose for disciplinary suspension or discharge.
- Section 7: Each employee shall have the right, upon request to the Superintendent or his designee, to review on an appointment basis, the contents of her personnel file. Such review must 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 has the option of having a representative of the Union with them. Copies of material in the file may be made by the Board for the employee at employee expense.

Section 8: The Board shall provide the Union with posting space on a bulletin board (one for each ISD building). The location of said bulletin board shall be the choice of the Board or Its agent.

Section 9: The Union President or his/her designee shall be allowed four leave days per year for Michigan Education Association sponsored meetings which may be taken in no less than one-half (½) day increments. The Association can only use this time for attendance at workshops or Association governance meetings.

Section 10: Except where off-duty activities adversely affect on-duty job performance or are interpreted by the Board or Its agents to be either harmful to students or other employees, or detrimental to the operation of the Board, off-duty activities shall not be the concern of the Board or Its agents.

ARTICLE 6
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 Union; 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 Support Personnel 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 Board personnel policies affecting employees in the Bargaining Unit shall be made available to the Association President during Board 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 Union, 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 specifically referred to or covered in this Agreement.

Section 4: Special conferences for important matters will be arranged between the Union President and the designated representative of the Board upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Board. The superintendent shall appoint the administrative members. The Association shall appoint the employee members.

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 1st. of each year by the Association as a representation fee. When the legally permissible fee is not known, the previous years 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 (1/10th) 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 registered 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 2nd of each 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 Board shall notify the Association Treasurer within five (5) work days of all hires, terminations and changes in status.
- Section 5: The Board shall electronically deposit, in a depository named by the Association, all monies withheld as directed by the Association via Section 1 above within three business days of being deducted from paychecks. The Board assumes no responsibility for record keeping and/or reconciliation of the depository account. The Board will provide a monthly copy of the employee deductions withheld for that month. The Board shall notify the Association treasurer of the date(s) and amount of all deposits made within five (5) calendar days.

ARTICLE 8
Working Conditions/Policies

Section 1: Unsafe or hazardous conditions shall be reported in writing to the employer. The employee will take all reasonable efforts to correct the condition.

Section 2: The Board shall reimburse the employee for any clothing/eyeglasses (watches to a maximum of \$100 and jewelry to a maximum of \$50) damaged in excess of \$20.00 to a maximum of \$500.00 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 3: Except as defined in his/her job description (i.e., responsible to lock doors, etc.) no employee shall be held responsible for the administration or supervision of a building during working hours. Paraprofessionals may be responsible for supervision of a building during working hours when students and professional staff are involved in Community Based Instruction or if they are assigned to the Independent Living Center.

Section 4: Each employee, at the beginning of his work year, shall be informed in writing who her chief supervisor is. The supervisor shall be responsible for all administrative duties as they relate to management of the employee.

Section 5: Within twenty (20) working days after the first day of employment for the new year, each employee will be given a copy of her job description and statement of employment. They shall identify the following:

- a) Who his/her chief supervisor is (not limited to);
- b) Duties and responsibilities;
- c) Daily working hours;
- d) Building assignment & employee grouping (classroom or itinerant);
- e) Classification;
- f) Rate of pay;
- g) Full or part-time status;
- h) Qualifications for replacement;
- i) Subject to Federal project status.

Section 6: If an individual job description shall be changed during the year, it will be reviewed with the employee prior to its implementation, with a copy of same given to the Union.

Section 7: Mileage Reimbursement
Employees required to use their personal car for District business authorized in advance or for those whose assignments requiring travel between sites shall be reimbursed for mileage at the rate specified, provided reporting requirements are completed and as follows:

Classroom Assigned Paraprofessionals - A paraprofessional who is assigned to one building for the entire workday and workweek.

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.

Itinerant Paraprofessionals - A paraprofessional who is assigned to more than one student and more than one school building during the work week.

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 review and approve the employee's schedule.

Section 8: Overtime Rate

Employees who are assigned to work more than forty (40) hours in any one week shall be paid at the rate of one and one-half (1½) times her hourly rate for each hour or part hour over forty (40) hours. All overtime hours must be approved in advance by her chief supervisor.

Section 9: Facility Closings

A) Secretaries and custodians assigned to the ISD Administration Building or its schools, will not be required to report to work and will be paid for the day if the Superintendent or his/her designee closes the ISD Administration Building to employees for any reason.

For other than paraprofessionals, if driving conditions are such as to represent a clear personal health hazard to life and/or limb, the employee will not be required to work, and will be paid. It will be recorded as leave day and deducted from their annual paid leave days. An employee cannot use more than three (3) days a year for this exception. The employee is required to call in such days and complete a Leave Form Report to the SEMS System or Supervisor within three (3) working days after said absence. If the employee does not have sufficient leave days remaining to cover this exception, it shall be considered an unpaid day of leave.

District and/or 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.

- B) Para-Pros
For all previously scheduled work days on which school is subsequently closed, and the days are not rescheduled, paraprofessionals shall receive reimbursement for all hours normally worked at their current rate of pay and paraprofessionals shall not be required to report for work. In the event days are rescheduled, aides will receive no pay for the closed day(s), but shall receive full, regular wages for all rescheduled days(s).
- (C) When a building is closed after employees have reported to work, the employees will be sent home with no loss of pay for the day. If any one of the Board's 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 the building will be closed 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. In addition, the Board will assist in the development of a telephone fan-out system for use in emergencies and/or for school closings.
- (D) Paraprofessionals assigned to a local district as their "home base" and itinerant paraprofessionals will follow the school closing determination for that respective district/school closings subject to 9B above. If one or more schools remain open where itinerant paraprofessionals are assigned, they should contact their supervisor for scheduling determination. Paraprofessionals assigned to Freedom Acres shall follow the school closing for Freedom Acres.

Section 10: All regular daily full-time employees (five hours or more per day) shall be entitled to two (2) fifteen (15) minute breaks daily, to be scheduled by the administration. All regular daily part-time employees (less than five hours per day) shall be entitled to one (1) fifteen (15) minute break daily, to be scheduled by the administration. If an employee is believed to be abusing said breaks, she may be required to punch in and out for her break time.

Section 11: 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 12: It is the District's intention that, except in emergencies, or when the situation requires additional coverage, classroom assigned paraprofessionals should not be left alone for longer than fifteen minutes (except for teacher's 30 minute breaks). Instructional itinerant paraprofessionals may be working one to one in a separate room for longer periods of time.

In cases where the teacher must be absent longer than fifteen (15) minutes and 3/4 of the class or more is in attendance, the building administrator will make a concerted effort to provide additional teacher or paraprofessional assistance in that classroom (does not include teacher breaks).

During the time paraprofessionals are involved with students in Community Based Instruction programs, they may be without direct supervision for longer periods of time.

Section 13: 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, directives.

Section 14: Employee assignments shall be the sole responsibility of the administration.

Section 15: No employee will be required to transport students in their personal vehicles.

Section 16: 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 17:

Bargaining unit members will not be responsible for finding substitutes.

ARTICLE 9
Employment Status

Section 1: The first one hundred twenty (120) work days shall be the probationary period for all employees.

Section 2: For purposes of this Agreement, an employee who is to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave shall be termed a substitute. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the absenteeism or approved leave, not to exceed six (6) months.

ARTICLE 10
Discipline

Section 1: 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 normally 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 2: A warning or reprimand shall consist of the following minimum details:

- (A) Statement of the problem(s) including examples thereof;
- (B) Itemized specific suggestion(s) for improvement;
- (C) Time allowed to obtain improvement in area of concern shall not be less than fifteen (15) nor more than sixty (60) work days in duration;
- (D) Progress conferences will be held with the employee at least once every two weeks during the review period.

Section 3: No employee shall be disciplined or dismissed arbitrarily or capriciously.

Section 4: An employee shall be entitled to have present a representative of the union during any disciplinary action. An employee shall be advised of this right before any action is taken.

ARTICLE 11
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. 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 and/or any other employee that the Board may not legally re-employ;
- (B) Any matter involving the content of employee member evaluation;
- (C) The determination not to appoint or reappoint any employee to a summer assignment which is different from the employee's regular assignment.

Section 2: Grievance Procedure.
Nothing in this procedure should be construed to inhibit the informal resolution of grievances. Employees are encouraged, but not required, to consult with their immediate supervisor prior to filing a grievance.

Level 1:
An employee or the Union, believing a violation of the contract to exist, shall first discuss the alleged grievance with the supervisor immediately responsible within thirty (30) days of occurrence or knowledge. The employee may be accompanied by a representative of the Union if she desires. The employee or Union must inform 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 of the discussion 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 of receipt of the written grievance (defined as Monday to Friday, inclusive, excluding recognized legal holidays) the supervisor shall deliver a written disposition of the grievance to the Union's Grievance Committee.

Level 3:
If the grievance is not resolved at Level 2 within ten (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 of receipt of the grievance, the Superintendent and/or his 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 Union's Grievance Committee.

Level 4:

If the findings of the Superintendent are not satisfactory with the Union's 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 Union and Board shall meet within thirty (30) calendar days to determine if a mutually agreeable arbitrator can be determined. If an arbitrator cannot be mutually agreed upon within fifteen (15) calendar days of the contact, 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 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 General School Laws 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 judgement and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding on all parties.

Section 3: If any of the time requirements specified above are not met by the Board, 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 Union, the grievance shall be dropped.

Section 4: Expenses of the arbitrator shall be borne equally by the Union and Board.

Section 5: Level 1 and Level 2 individual grievances which are settled are required to have the grievant, the Union, and the Board 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.

GRIEVANCE #: _____ GRIEVANT(S) SIGNATURES: _____

P
 A DATE OF ALLEGED VIOLATION OR AWARENESS: _____
 R COPY OF SUPPORT DATA ON AWARENESS DATE ATTACHED: ____ YES ____ NO
 T SYNOPSIS OF THE ALLEGED VIOLATION: _____

1

ARTICLE(S) - SECTION(S) ALLEGED VIOLATED: _____
 RELIEF SOUGHT (IF ANY): _____

LEVEL 1: DATE DISCUSSED _____ TIME: _____ LOCATION: _____
 SUPERVISOR: _____ OTHERS PRESENT: _____
 ACTION TAKEN: RESOLVED ____ YES ____ NO DENIED: ____ YES ____ NO
 DATE ACTION TAKEN: _____ INITIALS: _____

LEVEL 2: DATE FILED _____ DATE DISCUSSED _____ TIME _____
 LOCATION _____
 SUPERVISOR: _____ OTHERS PRESENT: _____
 DISPOSITION: RESOLVED ____ YES ____ NO DENIED: ____ YES ____ NO
 DATE DISPOSITION DELIVERED: _____
 ADMIN. DISPOSITION ATTACHED: ____ YES ____ NO

P
 A LEVEL 3: DATE FILED _____ DATE DISCUSSED _____ TIME _____
 R LOCATION _____
 T SUPERINTENDENT: _____
 OTHER(S) PRESENT: _____
 2 DISPOSITION: RESOLVED ____ YES ____ NO DENIED: ____ YES ____ NO
 DATE DISPOSITION DELIVERED: _____
 ADMIN. DISPOSITION ATTACHED: ____ YES ____ NO

LEVEL 4: DATE FILED _____ TIME _____
 LOCATION _____
 REQUEST FOR ARBITRATION IN WRITING ATTACHED: ____ YES ____ NO
 LETTER ATTACHED: ____ YES ____ NO
 SIGNATURE OF GRIEVANT(S): _____
 DATE ARBITRATOR SELECTED: _____
 DATE SUBMITTED TO ARBITRATOR: _____
 DISPOSITION OF ARBITRATOR: _____

I (We) agree this Level 1 or Level 2 grievance has been resolved and further state that it can never be processed as a grievance again.

Signature of Grievant(s): _____

Date Signed: _____

Signature of Superintendent: _____

Date Signed: _____

ARTICLE 12
Seniority

- Section 1: For purposes of this Agreement, seniority shall be defined as that length of time since the first day of work in bargaining unit in the District, except, periods of unpaid, approved leave or layoff in excess of six (6) months shall not be counted toward seniority. An employee on Worker's Compensation shall suffer no break in seniority.
- Section 2: Regular part-time employees as defined in Article 9, Section 1, shall accrue seniority as described above.
- Section 3: Probationary employees have no seniority except for purposes of layoff and recall provided the probationary employee has worked for the District for at least one hundred twenty (120) work days.
- Section 4: Seniority with the District will terminate immediately upon discharge, termination, resignation, retirement, transfer to a non-recognized position or expiration of recall rights.
- Section 5: By October 1 of each year, a seniority list of all bargaining unit members shall be prepared by the District and a copy of same delivered to the bargaining unit president. If discrepancies are alleged, the Union has thirty (30) calendar days to request a meeting with the administration to resolve same.

ARTICLE 13
Layoff and Recall

Section 1: Specifics

- (A) It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and necessary support staff, and that the procedures set forth in this Article shall be used in laying off employees.

- (B) For purposes of this Agreement, "qualified" shall be defined as the ability of the employee to perform the job tasks, functions, and duties as detailed on the position's annual job description, prior to her being placed in the position.

Section 2: Indefinite Layoff

- (A) When it is determined by the Board that it will be necessary to reduce its support staff and it becomes necessary to lay off an employee or employees for an indefinite period of time and the employees involved are determined by the Board to be equally qualified, the employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification are qualified.

- (B) Bargaining unit employees shall receive no less than thirty (30) calendar days prior notice of layoff. The statement of employment notice 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.

- (C) Laid off employees shall accrue no seniority or contracted benefits during their period of layoff, except as provided in Article 12; Section 1. However, the employee shall have the right to purchase medical coverage for herself up to one year after layoff.

Section 3: Temporary Layoff

It is recognized that voluntary temporary layoffs caused by a lack of work or for financial reasons may be requested from time to time without regard to seniority. However, no employee may be laid off without regard to seniority in excess of 120 hours per contract year, nor without her consent.

Section 4: Bumping Procedure

This bumping procedure is available to seniority employees who are laid off for an indefinite period of time only.

- (A) When indefinitely laid off, an employee who is qualified shall be entitled to bump laterally or to a lower-rated classification and occupy the position which was held by the least senior employee in that classification, provided she is qualified as defined in Section 1B above to perform the duties of the position she is bumping.
- (B) Bumping rights may be exercised only by those employees who have had sufficient training or experience to qualify for the position being bumped, pursuant to Section 1B above.
- (C) An employee must notify the Board in writing of her intention to exercise bumping rights within ten (10) work days of the Board's layoff notice.
- (D) If two or more employees are bumping simultaneously, they will do so in order of seniority.
- (E) An employee who bumps shall be entitled to a minimum of five (5) continuous working days for an orientation period to meet the standards of the new position. An employee who bumps and is unable to meet the standards of the new job will be laid off and may not exercise her bumping rights more than one (1) additional time during the period of the layoff.
- (F) An employee who bumps into a classification shall be paid the rate of that classification.
- (G) An employee who bumps will retain recall rights to her previous classification for a period equal to one (1) month for each month employed by the District, not to exceed twenty-four (24) months total.

Section 5:

Recall

(A) Indefinite

Recall of employees shall be in inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee, in order to be reassigned, shall be qualified as determined in Section 1 to fill the position to which assigned. No new personnel shall be employed by the Board to fill bargaining unit positions while there are employees who are laid off, unless there are no laid off employees available with qualifications as determined by Section 1 to fill the position(s).

(B) Temporary

It is recognized that temporary recalls caused by temporary increases in the amount of work may be made from time to time without regard to seniority. However, no employee may be recalled beyond ten (10) work days without regard to seniority. An employee recalled on a temporary recall shall be paid the wage rate of the classification she is recalled to but shall not accrue contracted fringe benefits during her period of temporary recall.

Section 6: The Board shall give written notice of recall from layoff by sending a registered letter to said employee at her own last known address. It shall be the responsibility of each employee to notify the Board of any change in address.

The employee's address, as it appears on the payroll records, shall be conclusively used in connection with layoffs, recalls, or other notice to the staff member.

Section 7: If the employee fails to notify the Board of job acceptance within ten (10) work days and report for work within twenty (20) work 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 to have voluntarily quit.

Section 8: An employee, with the consent of the Board, may waive in writing her rights under this Article (i.e., voluntary layoff, leaves, etc.).

Section 9: Employees shall have recall duration rights equal to one (1) month for each month employed by the District, not to exceed thirty-six (36) months total.

Section 10: The Union may accept an alternate plan of layoff, e.g., reduced hours or job-sharing, and, if such Board-approved plan is accepted, provisions of this Article shall not prevail.

Section 11: An employee may accept a reduced work load in her same position, if offered, in lieu of a layoff.

ARTICLE 14
Experience

- Section 1: For purposes of determining rate of pay, employees may be given full experience credit for prior relevant experience. For the purposes of this provision, substitute service will be credited.
- Section 2: Pay scale step increases will only occur once annually, which shall be determined as July 1 of each fiscal year.
- Section 3: In order for an employee to advance on the pay scale, they must have been in the employment of the District for a period of not less than six (6) months during the prior fiscal year, July 1 - June 30.

ARTICLE 15
Vacancies/Transfers/Promotions

Section 1: Whenever a new vacancy or opening in a recognized position shall occur, a written notice of such vacancy shall be posted on the Union bulletin board for six (6) working days. Whenever possible, vacancies will be posted on the ISD web site. Such notices shall include job description, necessary skills, qualifications, starting date, and application deadline date. No vacancy shall be filled, except in case of emergency, on a temporary basis, until such vacancy shall have been posted. Present employees who apply in writing, will be given an interview and serious consideration for any vacancies which exist based on their qualifications and seniority.

The Board reserves the right to hire from outside the bargaining unit to fill any vacancy. However, when one or more qualified bargaining unit members apply, the Board will only hire from outside when the outside applicant has superior qualifications. Bargaining unit applicants shall be notified in writing if they will or will not be employed for the position, and the reason(s) for the denial.

The Union may request and receive up to five (5) copies of the vacancy posting to distribute to its members. Positions that become open will be mailed to employees who request the mailings. Requests for mailings must be received by the Executive Secretary no later than September 15 and March 15 for ensuing months of the current year.

Section 2: If an employee is promoted to a higher paying position or classification, the employee shall be given not less than five (5) nor more than a forty (40) continuous working day trial in which to show her ability to perform on the new job. If, in the opinion of the administration, the employee cannot perform the duties of the new position competently, the employee shall be returned to her previous assignment and rate of pay.

Section 3: Temporary Assignments
Rate of pay shall not be increased nor decreased for temporary position assignments or classifications which do not exceed 5 continuous working days in duration.

Section 4: Permanent Job Assignment Change
Involuntary transfers without at least fifteen (15) days notice prior to the effective date of a permanent job assignment change are to be minimized. A meeting will be conducted between the employee affected and her administrative supervisor at which time the reason for the assignment change will be shared with the employee. The employee shall be entitled to Union representation at her option. If the employee does not agree with the change, the employee may appeal to the Superintendent. The Superintendent will meet with the employee and her Union representative within five (5) working days of the appeal request. Permanent involuntary transfer which causes a change of **classification** will not cause a decrease in the employee's rate of pay.

ARTICLE 16
Holidays and Vacations

Section 1: All employees are eligible for the following paid holidays which occur when they are employed and scheduled for work by the District.

Recognized holidays include:

December 31 and January 1

*Good Friday (unless it's a student attendance day in program of assignment)

Memorial Day

Independence Day

Labor Day

Thanksgiving and day following

Day before Christmas, Christmas, and day after Christmas

If any holiday falls on a Saturday or a Sunday, work will not be scheduled either the Friday preceding or Monday following the holiday, at the discretion of the District.

***Note:** *The understanding is that all employees will receive a full day's holiday pay for Good Friday. If an employee is required to work the day or part of the day, the employee will work and be paid in addition to receiving the holiday pay.*

Section 2: To receive holiday pay, employees must work the last scheduled work day prior to the holiday and the first scheduled work day following the holiday, unless other arrangements are made and properly approved.

Section 3: Less than 12-month employees will not be paid for holidays that occur outside the span which that employee regularly works: for example, an employee who does not work in July will not receive holiday pay for Independence Day, however a school year employee who is working during the summer months would receive pay for Independence Day.

Section 4: Holiday pay shall be calculated as follows:
Number of daily hours listed on the employee's current statement of employment form.

Section 5: Vacations
Employees working in a full time twelve-month job assignment shall be granted a paid leave amounting to the following schedule:

- (A) Thru the first three (3) years of employment (5/6 day per month worked);
- (B) After three (3) years and all subsequent years (1¼ days per month worked);
- (C) After ten (10) years of employment (1.666 days per month worked).

New employees shall not be eligible for vacation during the first six (6) months of employment. Unused vacation must be used in the next fiscal year.

The scheduling of vacations may be at the discretion of the supervisor. All vacations must be requested in advance. If two (2) employees request the same vacation period, the administration may use seniority for approving said request.

Section 6: For purposes of this Article, full time shall be considered to be employed 35 or more hours per week.

ARTICLE 17
Sick, Disability, and Unpaid Leave

Section 1: Paid Leave:

Paid leave shall be granted to all employees of the District on the basis of .06923 times the number of hours paid bi-weekly, maximum yearly accrual of 113 hours for 10 month employees, and maximum yearly accrual of 135 hours for 12 month employees, lifetime accrual of 975 hours. Forty-five (45) hours of the first year's paid leave may be advanced to a new employee during the first half of the school year. 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 relatives 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 friends.
- (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.

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 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, deducted from his/her next paycheck(s).

Section 2: If an employee has a substantiated work-related injury and qualifies for Worker Compensation Benefits, he/she may elect to receive Sick Day Benefits only for the prorated difference between Workers Compensation benefits and the employee's full salary. If an employee is off work for more than the seven (7) continuous qualifying days, the first seven (7) days may be District paid sick hours to be deducted from said employee.

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, (\$35.00) per day for each day of unused sick leave the employee has accrued while in the employment of the District. (Each day constitutes seven hours 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 contract form, his cumulative sick leave balance as of the first day of the new school year.

Section 5: Compensatory time may be provided for those employees whose attendance is required at activities after the regular work day in lieu of overtime pay at the employee's discretion. The use of such time will be available only with the approval of the immediate supervisor. Compensatory time shall only be taken at times which would not impede the employee's ability to meet job requirements. Compensatory time will be credited in the same fashion as overtime hours.

Section 6: Paid leave will be calculated as follows: Number of daily hours listed on the employee's current statement of employment form.

ARTICLE 18
Unpaid Leave

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 her, shall be granted a leave of absence without pay except as provided under the Family and Medical Leave Act (FMLA) and Article 26, Section 6, 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. Reemployment 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) An employee may be granted an extended unpaid leave to care for a family member. However, if the family member is suffering from a serious illness, injury or requires surgery, the unpaid leave will be granted for up to five (5) days. Extensions may be granted with approval of the Superintendent or his/her designee 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 (FMLA). 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 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 is certified and qualified, subject to possible restrictions elsewhere in the Agreement.
- (C) It is expressly understood that seniority shall not accrue beyond six months and 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 as defined in Article 17, Section 1C. However, if the family member is suffering from a serious illness, serious injury, or requires major surgery, the unpaid leave will be granted for up to five (5) days. Extensions may be granted with approval of the Superintendent or his/her designee.

Section 3:

Child Care Leave

- (A) An unpaid leave of absence without fringe benefits except as provided under the Family and Medical Leave Act (FMLA) 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. 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 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 is certified and qualified, subject to possible restrictions elsewhere in the Agreement.
- (C) It is expressly understood that seniority shall not accrue and 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.

Section 4:

Short Term Unpaid Leave

With prior administrative approval, 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.

ARTICLE 19
Unpaid Military Leave

Section 1: Employees will be granted unpaid leave of absence for military purposes. Employees granted Military Leave of Absence from the Intermediate School District will be guaranteed a position after an honorable discharge; however, the Intermediate School District does not guarantee the same position. Members of National Guard units will be reimbursed the difference between their regular wages and military wages during times of required duty.

ARTICLE 20
Jury Duty

Section 1: Any employee who is selected to serve on jury duty or is subpoenaed to testify about a work-related matter during working hours shall be excused from work without use of any leave time and shall be paid for each working day served. Employees will be required to turn into the District, a copy of all 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 employees next payroll check.

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

ARTICLE 21
Saving Clause

Section 1: If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.

ARTICLE 22
Continuity of Operations

The Association agrees that, during the term of this Agreement, it will not engage in a strike against the Board.

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

ARTICLE 23
Evaluation

Section 1: Evaluation of all bargaining unit members shall be conducted at least every three years by an administrator and completed no later than May 15 of the current year. An evaluation may be done in the off years if the administrator deems it as being necessary or appropriate.

Section 2: The evaluation shall be placed in writing and given to the employee. If a supervisor believes that the employee's performance is unsatisfactory, the reasons shall be listed in specific terms. There shall be suggestions for improvement and failure to list a specific area of deficiency in future evaluations shall be interpreted that improvement has taken place. The evaluation form may be changed by the administration with input from the bargaining unit representative.

The written evaluation shall be signed by the employee and by the administrator. One copy will be retained by each. In the event that the employee feels that her evaluation was incomplete or unjust, she may put her objections and rationale in writing and have them attached to the evaluation report to be placed in her personnel file.

ARTICLE 24
Payroll and Deductions

Section 1: If requested in writing by a bargaining unit member, the Board will provide voluntary payroll deductions limited to the following:

- (A) Credit Union;
- (B) Bank savings/checking account (one per employee);
- (C) Additions to carrier-provided health insurance;
- (D) Coffee fund.
- (E) Annuities (per Article 26)

Section 2: The payroll period will be bi-weekly as established by the Board or Its administration and "payday" shall be on Friday's. Checks will be made available on or about 2:00 p.m. on paydays, excepting holiday periods when they will be either mailed or available for pick up by employees at District option.

ARTICLE 25
Summer Employment of Paraprofessionals

- Section 1: Paraprofessional positions in summer programs shall be voluntary. Assignments for summer programs shall be posted. Paraprofessionals in current positions will be given preference for hire in summer programs. Thereafter, positions not filled with paraprofessional in position, shall then be filled with the most senior, qualified applicant from within the bargaining unit. The Board may hire from outside the Union for additional personnel in the event no qualified Union member, as defined in Article 13, Section 1, applies for additional work.
- Section 2: Paraprofessionals from outside the bargaining unit who apply and are accepted by the administration for additional summer work will not be entitled to any fringe benefits for summer work. Summer work will not entitle them to:
- (A) All leave provisions of this Agreement; or
 - (B) Insurance provisions of this Contract.
- Section 3: Unit employees accepted for summer work will be paid at their current rate of pay set forth in Appendix A of this Agreement. Bargaining unit members may use accumulated sick leave. Bargaining unit members may accrue a maximum of six (6) hours sick time.
- Section 4: Bargaining unit members who ask to be placed on the summer substitute list will be called on a rotating basis. Any bargaining unit member refusing work twice may be removed from the list.

ARTICLE 26
Benefits/Options

Section 1: Benefits - Full time employees

Employees working an average of thirty-seven (37) hours per week for a minimum of thirty-seven weeks per year shall be eligible to enroll in District provided Pak A or B Benefit Plan as follows, subject to the following limitations:

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 \$300/600 Deductible; \$10 office visit and \$10/20 prescription card. Each qualifying employee who enrolls in the health plan will make a premium contribution. The amount will be \$29.88 per month for single subscribers, \$67.31 per month for two person subscribers, and \$74.80 per month for full family subscribers.

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 \$300/600 Deductible; \$10 office visit and \$10/20 prescription card. Each qualifying employee who enrolls in the health plan will pay the difference in excess of 108% of the previous year's MESSA Choices II premium, in addition to existing premium share prior to the increase.

<u>Plan A</u>	<u>Plan B</u>
MESSA Choices II	
Delta Dental 100x:/75/50	Delta Dental 100x:/75/50
Annual Max: \$3,000	Annual Max: \$3,000
(fillings at 100%)	(fillings at 100%)
VSP-1	VSP-1
\$30,000 Life with AD & D	\$30,000 Life w/ AD& D

In addition to Plan B, each eligible employee shall receive \$75.00 per month toward MESSA Choices II options and/or an annuity.

Section 2: Benefits - Part-time employees

Employees not qualified in Section 1 above who work at least an average of twenty-five (25) hours per week for a minimum of thirty-seven weeks per year shall be eligible to receive prorated Board paid subsidy not to exceed \$75.00 per month, which may be applied to MESSA Choices II options and/or an annuity.

Section 3: All employees will receive Board paid life insurance in the amount of \$30,000.00 with AD & D.

Section 4: 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, accepted by the carrier, and returned to the District within the enrollment period specified by the carrier.

Section 5: 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 unless the spouse cannot drop the 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 or dental insurance coverage shall be paid to the District in full or may be withheld from the employees paycheck.

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 provision of the above insurance coverages are subject to the rules and regulations of the insurance carrier(s).

Section 6: Continuation of Coverage

Employee insurance/options shall be discontinued upon voluntary or involuntary employment severance from the District, or sixty (60) days after employee goes on worker compensation coverage, or thirty (30) days following exhaustion of sick leave benefits for extended leaves.

Section 7: 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

Section 8: Employees who do not receive health insurance under this Agreement may elect payroll deduction for MESSA Choices II premiums paid one month in advance.

ARTICLE 27
Compensation and Calendar

Section 1: Wage Schedules

Wage schedules covered by this Agreement are set forth in Appendix A, 2010-2012, and attached to and incorporated in this Agreement. Steps on the scale are not to be interpreted as experience steps laterally in the event of a promotion or transfer. In the event of a voluntary classification promotion or transfer, the employee will be placed on a step which will be equal to or greater than the previous rate of pay.

Section 2: Longevity

Those employees with eight (8) or more years of continuous District experience, and at the maximum of their wage scale, will receive a \$.60 per hour longevity rate which will be added to their Step 6 classification rate. Those employees with twelve (12) or more years of continuous District experience, and at the maximum of their wage scale, will receive \$.80 per hour longevity rate which will be added to their Step 6 classification rate. Those employees with fifteen (15) or more years of continuous District experience, and at the maximum of their wage scale, will receive \$1.00 per hour longevity rate which will be added to their Step 6 classification rate. Said longevity will be activated on the employee's anniversary hire date.

Section 3: Employees who drive special education buses will be paid at the regular para-professional pay rate plus \$2.00 per hour for all driving time spent on field trips. The minimum amount to be paid per trip will be \$1.00.

Section 4: 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 sick leave or personal leave, or unpaid leave.

Section 5: Tuition Reimbursement

Payment of up to \$100.00 per semester hour of credit earned will be reimbursed to non-probationary employees if such hours are related to the employee's job (limit to six (6) semester hours per year). If the District has mandated training requirements, the District will pay the full amount of actual costs. The course grade must be a "C" or better to be eligible for District reimbursement. Employees wishing to apply for said payment must have their supervisor's prior approval and shall apply as follows:

- A) On or before September 1st of each year, employee may request the incentive for hours earned from January 20th through September 1st of each year.
- B) On or before January 20th of each year, employees may request the incentive for hours earned between September 1st and January 20th of each year. In all cases, employees must be currently working in September or January of the school year in which payment is requested.

Section 6: Calendar

The paraprofessionals who are assigned to individual students who are autistically impaired (AI), hearing impaired (HI), or physically or otherwise health impaired (POHI), will follow the schedule of that student. At least two (2) additional days will be scheduled.

Paraprofessionals and assistants will be scheduled to work on all student attendance days in their program of assignment whether that program is directly operated by ICISD, a constituent school district, or another entity which contracts with ICISD to provide paraprofessional and/or other instructional support services.

In addition to all student attendance days, at least three work days will be scheduled for paraprofessionals and assistants within the regular school year or in no case earlier than two weeks prior to the start of the regular school year. These non-student days will consist of at least the same number of hours each individual regularly works per day, may be scheduled in no less than three and one-half hour increments, and may not conflict with summer school. Extra-curricular activities will not be used to offset these days/hours.

ARTICLE 28
Duration of Agreement

This Agreement shall be effective as of the 1st day of July, 2010, and shall continue in effect for the two-year term of this Agreement until the 30th day of June, 2012.

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

IONIA INTERMEDIATE SUPPORT PERSONNEL ASSOCIATION

and

IONIA COUNTY I.S.D. BOARD OF EDUCATION

By: _____ Date: _____
(Board President)

By: _____ Date: _____
(IISPA President)

By: _____ Date: _____
(Board Secretary)

By: _____ Date: _____
(IISPA Secretary)

LETTER OF AGREEMENT

between

Ionia County Intermediate School District

and

Ionia Intermediate Support Personnel Association

The Ionia County Intermediate School District Board of Education and the Ionia Intermediate Support Personnel Association agree to pay Ms. Marilyn Goodemoot and additional \$.35/hour stipend for those duties associated with her LPN certification.

The Ionia County Intermediate School District Board of Education and the Ionia Intermediate Support Personnel Association agree an LPN working summer school will be paid at PTA/COTA rate when covering for the RN.

For the Association/Date

For the Board/Date

The school calendar will be attached.

Wage Schedule

2010 – 2011 1.0%

2011 – 2012 0.75%

Ionias ISD ESP Wage Schedule -- 2010 - 2011						
1%	Parapro	Inst Aide, Hearing AI Asst to Coor, OT/PT Parapro	PTA/COTA QAI/QAIII	Secretaries	Custodial/ Maintenance #1	Custodial/ Maintenance #2
Step 1	11.59	11.81	15.63	13.61	14.47	14.62
Step 2	12.53	12.70	16.58	14.55	15.40	15.56
Step 3	13.45	13.65	17.50	15.48	16.33	16.48
Step 4	14.34	14.56	18.43	16.39	17.23	17.41
Step 5	15.25	15.50	19.36	17.34	18.15	18.35
Step 6	16.19	16.43	20.31	18.22	19.09	19.26
Longevity						
\$0.60	16.80	17.04	20.92	18.83	19.70	19.87
\$0.80	17.00	17.24	21.12	19.03	19.90	20.07
\$1.00	17.20	17.44	21.32	19.23	20.10	20.27
Ionias ISD ESP Wage Schedule -- 2011 – 2012						
.75%	Parapro	Inst Aide, Hearing AI Asst to Coor, OT/PT Parapro	PTA/COTA QAI/QAIII	Secretaries	Custodial/ Maintenance #1	Custodial/ Maintenance #2
Step 1	11.68	11.90	15.75	13.71	14.58	14.73
Step 2	12.62	12.80	16.70	14.66	15.52	15.68
Step 3	13.55	13.75	17.63	15.60	16.45	16.60
Step 4	14.45	14.70	18.57	16.51	17.36	17.54
Step 5	15.36	15.62	19.51	17.47	18.29	18.49
Step 6	16.31	16.55	20.46	18.36	19.23	19.40
Longevity						
\$0.60	16.93	17.17	21.08	18.97	19.85	20.02
\$0.80	17.13	17.37	21.28	19.17	20.05	20.22
\$1.00	17.33	17.57	21.48	19.37	20.25	20.42