

# **MASTER AGREEMENT**

By and Between

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

and

**IONIA INTERMEDIATE EDUCATION ASSOCIATION**

**July 1, 2019 – June 30, 2022**

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ARTICLE 1  
Agreement

Section 1: The master contract entered into this 1st day of July, 2019, 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, school psychologists, school social workers, non-administrative coordinators, school nurse, COTA, and PTA. All employees covered by this agreement shall be divided into three (3) groups as follows:

**Group 1** Employees working one hundred percent (100%) of their contracted hours at Freedom Acres, Heartlands Institute of Technology, or Transition Programs housed in ISD operated facilities.

**Group 2** Employees regularly assigned/travel to more than one school district.

**Group 3** Employees regularly assigned to a single local school district 100% of their time.

An employee's group status will be noted on his/her annual, individual, contract form. Changes to the employee's group status that occur mid-year will be reported to the affected employee by their immediate supervisor prior to the date of change.

The recognition excludes all aides, assistants, clerical staff, accountants, administrative staff, Title I teachers, GSRP 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 Association 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.

Section 6: Emergency Manager  
Section 15 (7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the local government and school district Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in that act. This clause is included in this agreement because it is legally required by law. If this provision is no longer required by law or is found unconstitutional or otherwise unenforceable, then this provision is null and void and shall be stricken from all successor agreements.

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 workloads, 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 except if the professional employees change labor organizations through procedures as defined by MERC.
- Section 3: The district shall provide the Association with the names and contact information (full name, home telephone number, address, position and building) of all employees covered by this bargaining agreement by September 15<sup>th</sup> and upon request.
- 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/her 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 or his/her designee.
- 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 (1/2) 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 who are not subject to the Teachers' Tenure Act 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 human resources, to review the contents of his/her personnel file. Contents may be provided in a digital format. With employee permission, these contents may also be shared with Association representation. If the employee requests an in person review, such review will be scheduled to occur at the business office at a time other than during the requesting employee's work time. If the district provides information in a digital format, any hard copies requested will be at the employee's expense.

ARTICLE 6  
Personnel Policies

Section 1: All new employees shall receive employment orientation from the Human Resources Department during, or prior to, their first fifteen (15) regularly scheduled working days. 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, and advised of where a copy of the Board of Education Policy may be reviewed. In addition, employees will be advised of the location of the following documents and may be given a copy upon request:

- 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 recognize that the inappropriate use of alcohol and/or illegal drugs while on duty is unacceptable and may result in discipline or discharge of any employee found guilty of such use. However, problems with alcohol and/or illegal drugs used outside of working hours will, unless it affects the employee's ability to perform his/her duties, be viewed as a treatable condition. An employee in this situation will be expected to enter professional care/counseling.
- C) If, in the Superintendent or his/her designee's opinion, alleged substance abuse is causing poor attendance or unsatisfactory job performance by a staff member, the Superintendent or his/her 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 random testing of staff members in order to determine if they are working under the influence of alcohol or illegal drugs, except in cases in which a reasonable suspicion exists.
- 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 Teachers' Tenure Act, all procedures specified in the Michigan Teachers' 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: Employees, may be required to submit a weekly itinerary to their immediate supervisor and shall also keep appropriate staff aware of their weekly schedule.

Section 7: Each employee must have on file with the District all proof of teacher certification, Michigan Department of Education approval, or appropriate license for the current year (whichever is required for the position). 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.

Section 9: New Employee Induction/Mentoring  
Each new employee will be provided a mentor during their first year for assistance and support in their profession. 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 mentor shall be voluntary at all times. Mentors shall not participate in the supervision or evaluation of the new employee.

ARTICLE 7  
Compensatory Time

- Section 1: Employees will be eligible to earn compensatory time when required work by the Board of Education begins approximately one hour after the end of the employee's building assignment for that day. In a situation where an employee is in two or more buildings in one day, the last assigned building will be used.
- Section 2: Prior approval for request of compensatory time should be done ahead of time, but both parties agree and understand that not all situations will allow for prior approval.
- Section 3: Compensatory time will require approval by the immediate supervisor **and** a cabinet level position (defined as the Superintendent, Associate Superintendent of Special Education, Associate Superintendent of Career Tech, Director of Instruction and Learning or the Director of Fiscal Services).
- Section 4: Compensatory time shall be turned in to your immediate supervisor within 15 days of the date the compensatory time was earned. Employees will be required at that time to request a cash payment or to have compensatory time kept in escrow, which will be converted to sick time after May 15th, annually. Any time accrued after May 15th will automatically be converted to sick time. Compensatory time that is not turned in to the immediate supervisor within 15 days of it being earned will not be honored by the district.
- Section 5: Compensatory time will be calculated by each individual employee's per diem, divided by 6.5 hours.
- Section 6: Employees are not eligible to earn compensatory time for extended school year (summer school) work, but instead will be compensated at their hourly rate.

ARTICLE 8  
Working Hours

Section 1:     Employee Hours

All employees will be required to work the hourly schedule(s) of the building(s) that they are assigned to which includes a one half (½) hour duty-free lunch as scheduled. Classroom teachers may be required to work through the students' lunch period, providing appropriate instruction, unless the employee and supervisor mutually agree to do otherwise.

Section 2:     Facility Closings

Employees will not be required to work when their assigned location is closed. However, should students be reassigned to an alternate location the affected staff will be expected to report to said location.

Employees will be notified of school closings electronically.

If the District chooses to close school for any reason after a bargaining unit member has reported an absence via the District's Substitute Employee Management System, the absence shall not be deducted from the bargaining unit member's sick or personal time. Employees on FMLA leave will not be considered available for work.

If any facility closing results in less than the number of state mandated days/hours, such days/hours will be made up without additional pay. Scheduling of make-up days shall be negotiated by the ~~District~~ Superintendent and the Association President or their designees.

Section 3:     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 4:     Classroom teachers 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. All other employees will make arrangements for planning time with their immediate supervisor.

Section 5:     Employee attendance at evening parent-teacher conferences may be required.

Section 6:     All employees working primarily in programs operated by the Intermediate School District will be required to attend staff meetings that occur beyond the typical working hours of the facility of location. Required staff meetings that occur beyond the typical working hours will be limited to no more than one per month. Time of meetings will be mutually agreed upon by staff and supervisor.

All employees working primarily in facilities operated by the Local Districts will be required to consult with the Local District Special Education Coordinator and Building Principal to determine which staff meetings require their attendance. Employees shall not be required to attend staff meetings that exceed sixty (60) minutes of meeting time.

Section 7: On days upon which IEPs are conducted, a substitute will be placed in the classroom while teachers are in IEPs. If, however, the supervisor and teacher mutually agree that a substitute is not needed, a substitute will not be placed.

## ARTICLE 9

### Evaluation Procedures

**This Article only applies to employees whose employment is not regulated by the Teachers' Tenure Act.**

Section 1: Evaluations may be conducted by a director or other administrator or professional as designated by the Board of Education, Superintendent or his/her designee. 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 or his/her designee to present his/her position. The Superintendent or his/her designee will schedule, at their 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 or his/her designee reserves the right to have whomever he deems necessary attend the review session. The Superintendent or his/her designee 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

**This Article only applies to employees whose employment is not regulated by the Teachers' Tenure Act.**

Section 1: Employees in positions not subject to regulation by the Teachers' Tenure Act 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 not regulated by the Teachers' Tenure Act shall occur, including administrative positions, vacancies will be posted on the ISD web site and via ISD email. Such notices shall include job description, necessary skills, qualifications, starting date, and application deadline date. No vacancy shall be filled, except in case of an emergency or on a temporary basis, until such vacancy has been posted. Present employees who apply will be given preference in consideration for any vacancies for positions within the bargaining unit which are not subject to regulation under the Teachers' Tenure Act 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, MOCI, SCI, 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

**This Article only applies to employees whose employment is not regulated by the Teachers' Tenure Act.**

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 in positions which are not subject to regulation under the Teachers' Tenure Act. The layoff and recall procedure for employees in positions regulated by the Teachers' Tenure Act shall be pursuant to board policy and are not subject to this agreement. The term "employee" in this Article shall mean bargaining unit members who are in positions not regulated by the Teachers' Tenure Act.

#### 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 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 September 30<sup>th</sup>, the Board shall prepare, publish and provide to the Association the seniority list. All employees shall be ranked on the list in order of their seniority as defined above. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by having the highest last four digits of the social security number. The Association will have thirty (30) calendar days to verify the accuracy of said published list. Any discrepancies will be resolved by the Association and the Administration. If the Association fails to verify the published seniority list within the thirty (30) calendar days, the list will be the official seniority list.

D) An employee who is laid off pursuant to this Article has the right, if requested by the employee in writing to the Superintendent or his/her designee 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 two (2) years after layoff for any staff member. The staff member may extend recall rights for up to an additional one (1) year 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 or his/her designee. 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 to meet as needed to address work related concerns of either group.

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 at the beginning of each contract year to all employees of the District on the basis of 15 days maximum per year. Staff who are not full-time will have their days prorated. There shall be no limit to the number of days an employee may accumulate.

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, Superintendent or his/her designee.
- 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. When reasonably possible, the supervisor will allow personal days so long as no hardship is created to the program/dept/building. 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 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 proration 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, or any Ionia County ISD local district employee absorbed by the ISD who had 10 consecutive years between the previous local and Ionia County ISD, said employee is eligible to receive:

Employees retiring or resigning

Forty (\$40.00) dollars for each day of unused sick leave the employee has accrued capped at 170 days. Payment will be delivered within 30 days from the date the retirement or resignation begins.

Deceased employees

In the event of death, the District will pay the employee's beneficiary (with a certified copy of the death certificate and notarized statement of beneficiary),

forty (\$40) dollars for each day of unused sick leave the employee has accrued capped at 170 days. All claims from beneficiaries of unused sick leave must be made within 4 months of the employee's death. Payment will be delivered within 30 days from the date that the beneficiary produces the required evidence (certified copy of the death certificate and notarized statement of beneficiary).

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 day balances.

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 Superintendent or his/her designee may, at his/her 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 Superintendent or his/her designee. 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 Superintendent or his/her designee. However, the Superintendent or his/her designee reserves the right, in his/her 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 Superintendent or his/her designee shall be conclusively deemed a resignation unless mutually agreed upon by the Superintendent or his/her designee 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 Superintendent or his/her designee to leave requests under this provision for alternative career leaves. Leaves under this provision shall be granted at the sole discretion of the Superintendent or his/her designee.

- 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

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:     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

Section 1: The Ionia County Intermediate Education Association President or his/her designees shall be allowed fifteen (15) days per year for Association business which may be taken in no less than three and one-half (3½) hour increments. The Association agrees to provide at least two (2) working days prior notice.

Section 2: The Association agrees to reimburse the District for all costs associated with substitute employees and MPSERS contributions as per current state statute and subject to change if state law is modified.

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 advanced degree.
  - B) Research work under the supervision of qualified research personnel.
  - C) Special programs accepted by the Board or recommended by the Superintendent or his/her designee.
- 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, unless none exists or a reduction in force has been conducted during the employee's leave, in which case, the employee will be subject to application of the layoff clause.
- 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-Subpoena

Section 1: Any employee who is selected to serve on jury duty or is subpoenaed to testify in court 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 Business Office, 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: Mileage Rate/Submission

For approved mileage, 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/adjust the employee's schedule.

Mileage submitted to the Business Office must be signed by the employee's supervisor prior to submission. The employee must submit all mileage incurred between July 1st and December 31st to the Business Office by January 15th. All mileage incurred between January 1st and June 30th must be submitted to the Business Office by July 15th. Employees are encouraged to submit mileage on a more frequent basis. However, any mileage not submitted by those deadlines will not be paid to the employee.

A. Group 1 & 3 Employees (as defined in Article 2)

Employees with this status will only be reimbursed for mileage and travel which received prior 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 above.

B. Group 2 Employees (as defined in Article 2)

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.

Section 2: The Superintendent or his/her designee 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 Superintendent or his/her designee.

Section 3: Out-of-District Travel

Approved out-of-district travel will be reimbursed for expenses not to exceed \$50.00 per full day for necessary meals (no single meal shall exceed \$25)

Reimbursement will be made for only allowable expenses supported by itemized receipts.

Section 4: Conference Days

Each employee shall be approved by their supervisor for up to two (2) conference days per contract year to attend conferences or conventions. Additional days may be authorized by their immediate supervisor. If the immediate supervisor denies a request made by the employee to attend a conference, rationale must be provided. Denial of approval for any conference may be appealed to the Superintendent. These shall be confined to the State of Michigan, unless otherwise approved by the Superintendent. If out of district travel requires an overnight stay, the employee shall contact the business office for hotel arrangements (generally not to exceed \$175 per room).

Conference attendance required by the immediate supervisor, shall not be counted as conference days for the purposes of this Section.

Employees registered to attend a conference on a day when their work site is closed for reasons other than hazardous travel conditions (ex: power outage, illness, etc.) are expected to attend the conference as scheduled. Employees registered to attend a conference on a day when their work site is closed due to hazardous travel conditions, shall use their own discretion in determining whether it is safe to attend the scheduled conference. This will be considered a work day and is not subject to additional pay or compensation.

## Conference Days

	Contractual Provisions	Reminders/Additional Notes/May Be Available Upon Request
<b>Conference Days</b>	2 Conference Days shall be granted	Additional Conference Days upon request
<b>Dues and/or registration Fees</b>	Up to \$300 approved in combination of dues and/or registration fees	Additional fees may be granted  Requests submitted 2 or more weeks in advance are encouraged and helpful
<b>Hotel</b>	Up to \$175 in reimbursement of actual cost.  Employee makes reservation	<ul style="list-style-type: none"> <li>• Staff will reserve room using personal card to hold the room.</li> <li>• Upon receipt of hotel confirmation, please forward information to Kathy Olmstead. Kathy will contact hotel and take care of taxes.</li> <li>• A check will be cut and sent to the hotel for the cost. Kathy will confirm with staff that reservation is all set prior to arrival.</li> </ul>
<b>Travel</b>	Up to \$125 in mileage or other travel cost reimbursement	Additional reimbursement may be granted
<b>Food</b>	\$50 per day. No more than \$25 per meal.  Itemized receipt to be provided to business office for reimbursement.	No alcohol on receipt.
<b>Travel Outside of State</b>	Must be approved by the Board of Education in advance.  Travel details, including receipts, posted publicly after trip completion.	Turn in request well in advance (6 weeks or more is ideal)

ARTICLE 20  
Grievance Procedure

Section 1:     Definition

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.
- D)     Any matter involving a prohibited topic for negotiation under state or federal law.

Section 2:     Purpose

The purpose of the grievance procedure is to secure, at the lowest possible level of administration, equitable solutions to grievances.

Both parties agree that these proceedings will be kept as informal and confidential as possible at every level of the procedure.

Section 3:     Grievance Procedure

- A. Nothing in this procedure should be construed to inhibit the informal resolution of grievances.
- B. A grievance may be filed and advanced by any individual member, group of members, or an association representative
- C. Grievances shall initially be filed with the immediate supervisor and the Superintendent shall be provided a copy. If the immediate supervisor does not have the authority or jurisdiction to resolve the issue at hand, the grievance will immediately be forwarded to the appropriate party.
- D. The Association has the right to have a representative present in any grievance hearing, as the Association has an obligation to maintain the integrity of the contract.
- E. Representation of a member by any agent or representative of any organization other than the local Association or the Michigan Education Association is not permitted.
- F. The decision to move a grievance to arbitration rests solely with the Association Grievance Committee. **Individual members may not file for arbitration on their own.**
- G. Grievances shall be filed within the timelines specified. Timelines may be held in abeyance by mutual consent in writing.

Section 4: Grievance Steps

Step 1. Immediate Supervisor

Step 2. Program Director

Step 3. Superintendent

Section 5: Grievance Timelines

The Association and the district agree that expedition of the process is desired. The following timelines represent the maximum time amount allowed at each step of the process. Action on the part of either party will start the timeline for the next step.

- **Initial filing-**  
Grievances shall be filed within thirty (30) working days of occurrence, knowledge, or discovery with exceptions for time spent trying to resolve the issue. See Appendix D & E.
- **District response-**  
A Written response shall be rendered within ten (10) working days of the filing or advancement of a grievance.
- **Advancement of Grievance-**  
Grievances may be advanced to the next level if there is no response within the ten (10) working day timeline, or if the written response does not satisfactorily remedy the grievance.
- **Superintendent response-**  
When a grievance reaches **Level 3: Superintendent**, the superintendent will have fifteen (15) working days to render a decision in writing to the member and/or the Association.
- **Arbitration-**  
Within fifteen (15) working days of the Superintendent's response, or failure to respond, the Association's Grievance Committee may notify the Superintendent, in writing, that the grievance will be advanced to arbitration if:
  - The Superintendent's response does not satisfactorily resolve the grievance, or
  - The Superintendent fails to respond within the timeline.
- **Arbitration Procedure-**  
The request for arbitration shall be presented to the Superintendent and the Board of Education.
  - The Association and the District representatives may mutually agree on an arbitrator.
  - If the two parties cannot agree, a request shall be sent to the Michigan Employment Relations Commission (M.E.R.C.) for a list of qualified arbitrators. An arbitrator shall then be selected from this list according to the rules set forth by M.E.R.C. (See attached brochure in appendix D)

- o The cost of the arbitrator's fee shall be equally split between the Association and the District. Each party shall cover their own costs for all other expenses related to the preparation for and conduct of the arbitration.
- o The arbitration date and place shall be agreed upon by the parties in conjunction with the arbitrator.

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 shall pay the maximum hard cap allowable as determined by PA152. The hard cap will increase annually on January 1<sup>st</sup>. If a future medical benefit plan year is considered, the Board and Association leadership shall discuss the impacted changes prior to implementation. 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 District medical benefit plan or when Medicare Part B is elected while receiving Social Security disability benefits.

Section 2:     Dental Insurance

The Employer shall provide without cost to the bargaining unit member, MESSA/Delta Dental Plan 100/75/75 with an annual maximum of \$4,000.00; Ortho/70%. The plan 1 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+ P 250CL 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 employee's 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 or ABC plan 1.

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 except 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 November 1, 2012. 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 through the end of the month in which the employee retires or resigns.

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) Michigan Education Financial Services Association;
- B) AIG/Valic;
- C) Plan Member;
- D) The Legend Group;
- E) Waddell & Reed/Nationwide;
- F) Midwest Capital Advisors.

Section 13: Costs Above District Paid Premiums

In the event that the cost of any of the insurances covered in this contract exceed the amount specified in this Article, any additional costs are the responsibility of the employee. Any such amounts are hereby authorized for payroll deduction from the affected employee.

ARTICLE 23  
Compensation and Calendar

Section 1:     Salaries

Salaries covered by this Agreement are set forth in Appendix A & B, 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:

2019 - 2022 – 184 days\*

*\* One day will be a flex day for Professional Development and will be included in the 184 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 2019–2020 is set forth in Appendix C which is attached to and incorporated in this Agreement. 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:

2019 - 2020 – 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:     Absorption of Local District Staff  
Beginning July 1, 2019, any Ionia County ISD local district employee hired by the ISD from an absorbed program will be placed in the applicable lane and on the next highest step above their current pay rate that they were receiving at their local district.
- 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 school year or the last pay of January 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. 186 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 fifty dollars (\$150.00) 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 the first work day of the school year, an employee may request the payment for hours earned from the last pay of January through the first work day of the school year.

B) On or before the last pay of January, employees may request the payment for hours earned between the first work-day of the school year the last pay of January.

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 by the last pay in January.

Section 12:    Summer Pay

A) 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.

Section 13:    Annual Compliance Training (ACT)

Employees are required to annually complete Board authorized and mandatory Annual Compliance Training (ACT) sessions prior to the beginning of the first student day of the year. Mandated time may vary, however, the Board will attempt to keep the maximum time below 3.5 hours. Additional ACT modules beyond the current employer mandated time may be assigned by administration or department directors. In recognition of the time necessary to complete ACT modules, the annual Heartlands and Freedom Acres calendars will reflect a true half day for both staff and students (such as for example, a half-day the Friday before the Memorial Day weekend). Administrators of staff assigned to locals shall make appropriate arrangements for staff as necessary to ensure the true half day in their schedules.

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. Proration 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, in-services, and IEPs (for their students)

ARTICLE 25  
Duration of Agreement

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2019 and shall continue in effect for the term of this Agreement until the 30<sup>th</sup> day of June, 2022.

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**  
**2019-2020**

	A (BA/BS)	B * (MA/MS)	C # (MA/MS plus 30 hours)
Step 1	\$39,623	\$43,650	\$47,713
Step 2	\$41,323	\$45,491	\$49,713
Step 3	\$43,024	\$47,330	\$51,712
Step 4	\$44,721	\$49,172	\$53,714
Step 5	\$46,420	\$51,012	\$55,717
Step 6	\$48,120	\$52,855	\$57,719
Step 7	\$49,818	\$54,695	\$59,720
Step 8	\$51,519	\$56,535	\$61,721
Step 9	\$53,216	\$58,376	\$63,722
Step 10	\$54,917	\$60,216	\$65,724
Step 11	\$56,615	\$62,056	\$67,727
Step 12	\$58,315	\$63,898	\$69,729
Step 15	\$59,990	\$65,748	\$71,755
Step 18	\$60,363	\$66,160	\$72,205
Step 21	\$60,735	\$66,570	\$72,655
Step 26	\$62,699	\$68,730	\$75,017

\*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 Pay Scale: \$684 added to each step; eliminated Base Steps received; .35% added on schedule



**2020-2021**

	A (BA/BS)	B * (MA/MS)	C # (MA/MS plus 30 hours)
Step 1	\$40,218	\$44,305	\$48,429
Step 2	\$41,943	\$46,173	\$50,459
Step 3	\$43,669	\$48,040	\$52,487
Step 4	\$45,392	\$49,909	\$54,519
Step 5	\$47,116	\$51,778	\$56,553
Step 6	\$48,842	\$53,648	\$58,585
Step 7	\$50,565	\$55,515	\$60,616
Step 8	\$52,292	\$57,383	\$62,647
Step 9	\$54,014	\$59,251	\$64,678
Step 10	\$55,740	\$61,120	\$66,710
Step 11	\$57,465	\$62,987	\$68,743
Step 12	\$59,190	\$64,856	\$70,775
Step 15	\$60,890	\$66,734	\$72,832
Step 18	\$61,269	\$67,152	\$73,289
Step 21	\$61,646	\$67,569	\$73,745
Step 26	\$63,639	\$69,761	\$76,142

\*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

Steps received; .75% increase on schedule

If Taxable Value Growth is:

- 1.50% to 2.50%, add .25% on schedule;
- 2.51% to 3.50%, add .50% on schedule;
- 3.51% plus; add .75% on schedule

**\*\*\*Percentages are not cumulative**

**2021-2022**

	A (BA/BS)	B * (MA/MS)	C # (MA/MS plus 30 hours)
Step 1	\$40,720	\$44,859	\$49,034
Step 2	\$42,467	\$46,750	\$51,090
Step 3	\$44,215	\$48,641	\$53,144
Step 4	\$45,960	\$50,533	\$55,201
Step 5	\$47,705	\$52,425	\$57,260
Step 6	\$49,452	\$54,318	\$59,317
Step 7	\$51,197	\$56,209	\$61,373
Step 8	\$52,946	\$58,101	\$63,430
Step 9	\$54,689	\$59,992	\$65,486
Step 10	\$56,437	\$61,884	\$67,544
Step 11	\$58,183	\$63,774	\$69,602
Step 12	\$59,930	\$65,667	\$71,660
Step 15	\$61,651	\$67,569	\$73,742
Step 18	\$62,035	\$67,992	\$74,205
Step 21	\$62,417	\$68,413	\$74,667
Step 26	\$64,435	\$70,633	\$77,094

\*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

Steps received; .75% increase on schedule

If Taxable Value Growth is:

- 1.50% to 2.50%, add .25% on schedule;
- 2.51% to 3.50%, add .50% on schedule;
- 3.51% plus; add .75% on schedule

**\*\*\*Percentages are not cumulative**

**Appendix B**  
**COTA/PTA**  
**2019-2020**

	<b>A</b>	<b>B</b>
Step 01	\$26,766	\$28,086
Step 02	\$28,179	\$29,570
Step 03	\$29,608	\$31,070
Step 04	\$31,035	\$32,568
Step 05	\$32,480	\$34,085
Step 06	\$33,764	\$35,434
Step 07	\$35,100	\$36,836
Step 08	\$35,100	\$36,836
Step 09	\$35,100	\$36,836
Step 10	\$35,100	\$36,836
Step 11	\$35,100	\$36,836
Step 12	\$35,100	\$36,836
Step 13	\$35,100	\$36,836
Step 14	\$35,100	\$36,836
Step 15	\$36,223	\$38,015
Step 16	\$36,223	\$38,015
Step 17	\$36,223	\$38,015
Step 18	\$36,551	\$38,361
Step 19	\$36,551	\$38,361
Step 20	\$36,551	\$38,361
Step 21	\$36,907	\$38,735
Step 22	\$36,907	\$38,735
Step 23	\$36,907	\$38,735
Step 24	\$36,907	\$38,735
Step 25	\$36,907	\$38,735
Step 26	\$38,331	\$40,230

**Column A means COTA/PTA**

**Column B means COTA/PTA plus BA/BS**

Appendix B Pay Scale: \$369 added to each step; eliminated Base Steps received; .35% added on schedule

**COTA/PTA  
2020-2021**

	<b>A</b>	<b>B</b>
Step 01	\$27,168	\$28,508
Step 02	\$28,602	\$30,013
Step 03	\$30,052	\$31,536
Step 04	\$31,501	\$33,057
Step 05	\$32,967	\$34,596
Step 06	\$34,271	\$35,965
Step 07	\$35,627	\$37,389
Step 08	\$35,627	\$37,389
Step 09	\$35,627	\$37,389
Step 10	\$35,627	\$37,389
Step 11	\$35,627	\$37,389
Step 12	\$35,627	\$37,389
Step 13	\$35,627	\$37,389
Step 14	\$35,627	\$37,389
Step 15	\$36,766	\$38,585
Step 16	\$36,766	\$38,585
Step 17	\$36,766	\$38,585
Step 18	\$37,100	\$38,936
Step 19	\$37,100	\$38,936
Step 20	\$37,100	\$38,936
Step 21	\$37,461	\$39,316
Step 22	\$37,461	\$39,316
Step 23	\$37,461	\$39,316
Step 24	\$37,461	\$39,316
Step 25	\$37,461	\$39,316
Step 26	\$38,906	\$40,833

**Column A means COTA/PTA**

**Column B means COTA/PTA plus BA/BS**

Steps received; .75% increase on schedule

If Taxable Value Growth is:

- 1.50% to 2.50%, add .25% on schedule;
- 2.51% to 3.50%, add .50% on schedule;
- 3.51% plus; add .75% on schedule

**\*\*\*Percentages are not cumulative**

**COTA/PTA  
2021-2022**

	<b>A</b>	<b>B</b>
Step 01	\$27,507	\$28,864
Step 02	\$28,959	\$30,388
Step 03	\$30,428	\$31,930
Step 04	\$31,895	\$33,470
Step 05	\$33,379	\$35,029
Step 06	\$34,699	\$36,415
Step 07	\$36,072	\$37,856
Step 08	\$36,072	\$37,856
Step 09	\$36,072	\$37,856
Step 10	\$36,072	\$37,856
Step 11	\$36,072	\$37,856
Step 12	\$36,072	\$37,856
Step 13	\$36,072	\$37,856
Step 14	\$36,072	\$37,856
Step 15	\$37,226	\$39,068
Step 16	\$37,226	\$39,068
Step 17	\$37,226	\$39,068
Step 18	\$37,563	\$39,423
Step 19	\$37,563	\$39,423
Step 20	\$37,563	\$39,423
Step 21	\$37,929	\$39,807
Step 22	\$37,929	\$39,807
Step 23	\$37,929	\$39,807
Step 24	\$37,929	\$39,807
Step 25	\$37,929	\$39,807
Step 26	\$39,392	\$41,344

**Column A means COTA/PTA**

**Column B means COTA/PTA plus BA/BS**

Steps received; .75% increase on schedule

If Taxable Value Growth is:

- 1.50% to 2.50%, add .25% on schedule;
- 2.51% to 3.50%, add .50% on schedule;
- 3.51% plus; add .75% on schedule

**\*\*\*Percentages are not cumulative**

## APPENDIX C

### Ionia County Intermediate School District 2021-2022 Calendar\*

July 2021							July		January 2022							January			
Su	M	Tu	W	Th	F	Sa	4	Independence Day	Su	M	Tu	W	Th	F	Sa	1	New Years Day		
					1	2	3									1			
4	5	6	7	8	9	10			2	3	4	5	6	7	8				
11	12	13	14	15	16	17			9	10	11	12	13	14	15				
18	19	20	21	22	23	24			16	17	18	19	20	21	22				
25	26	27	28	29	30	31			23	24	25	26	27	28	29				
									30	31									
August 2021							August		February 2022							February			
Su	M	Tu	W	Th	F	Sa	23	Staff work day (FA & HIT)	Su	M	Tu	W	Th	F	Sa	18	PD #4 - FA		
1	2	3	4	5	6	7	24	First Day for Students - FA			1	2	3	4	5	18	PD #5 - HIT		
8	9	10	11	12	13	14	24	PD #1 - HIT	6	7	8	9	10	11	12	21	NO SCHOOL		
15	16	17	18	19	20	21	26	PD #1 - FA	13	14	15	16	17	18	19		(Mid-Winter Break)		
22	23	24	25	26	27	28	27	PD #2 - FA	20	21	22	23	24	25	26				
29	30	31							27	28									
September 2021							September		March 2022							March			
Su	M	Tu	W	Th	F	Sa	3	Labor Day Weekend	Su	M	Tu	W	Th	F	Sa	18	PD #5 - FA		
				1	2	3	4		(September 3rd - 6th)			1	2	3	4	5			
5	6	7	8	9	10	11			6	7	8	9	10	11	12				
12	13	14	15	16	17	18			13	14	15	16	17	18	19				
19	20	21	22	23	24	25			20	21	22	23	24	25	26				
26	27	28	29	30					27	28	29	30	31						
October 2021							October		April 2022							April			
Su	M	Tu	W	Th	F	Sa			Su	M	Tu	W	Th	F	Sa	1	NO SCHOOL		
						1	2								1	2		(Friday before Spring Break)	
3	4	5	6	7	8	9			3	4	5	6	7	8	9	4	Spring Break (April 4th - 8th)		
10	11	12	13	14	15	16			10	11	12	13	14	15	16				
17	18	19	20	21	22	23			17	18	19	20	21	22	23				
24	25	26	27	28	29	30			24	25	26	27	28	29	30				
31																			
November 2021							November		May 2022							May			
Su	M	Tu	W	Th	F	Sa	15	PD #3 - FA	Su	M	Tu	W	Th	F	Sa	30	Memorial Day		
	1	2	3	4	5	6	15	PD #2 - HIT	1	2	3	4	5	6	7				
7	8	9	10	11	12	13	22	PD #3 - HIT	8	9	10	11	12	13	14				
14	15	16	17	18	19	20	23	PD #4 - HIT	15	16	17	18	19	20	21				
21	22	23	24	25	26	27	24	NO SCHOOL-Thanksgiving Break	22	23	24	25	26	27	28				
28	29	30						(November 24th - 26th)	29	30	31								
December 2021							December		June 2022							June			
Su	M	Tu	W	Th	F	Sa	20	Winter Break	Su	M	Tu	W	Th	F	Sa	3	Last day for students		
				1	2	3	4		(December 20th- January 2nd)					1	2	3	4		
5	6	7	8	9	10	11			5	6	7	8	9	10	11				
12	13	14	15	16	17	18			12	13	14	15	16	17	18				
19	20	21	22	23	24	25			19	20	21	22	23	24	25				
26	27	28	29	30	31				26	27	28	29	30						

Note: (184 - Staff Days which includes 2 days of (PD) & 1 day of staff meeting/Independent work time) - (181 Student Days which includes 5 PD days)

\* Calendar Subject to Change

**APPENDIX D**  
**GRIEVANCE REPORT FORMAT**

Ionia Intermediate School District

(Submit to Supervisor and Superintendent)

This form or an approximation may be submitted in person or by email.

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Name(s) of Grievant(s)

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Building/Department

Classification

Date

A. Date grievance occurred or was discovered: (Timelines: Grievance must be filed within 30 days of this date) \_\_\_\_\_

B. 1. Statement of Grievance

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2. Section(s) and/or subsection(s) of the contract alleged to have been violated

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3. Relief Sought

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Signature of Grievant or Representative

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Date

## APPENDIX E

### Grievance Arbitrator Selection – LARA (Licensing and Regulatory Affairs)

#### A. Requirements

Prior to providing a list of arbitrators, the parties must submit:

- (1) A completed Petition for Grievance Arbitration form (refer to section B.—How to File a Petition);
- (2) A copy of the collective bargaining agreement or other written agreement designating MERC as a source for selecting an arbitrator;
  - (a) Expiration date of the contract or agreement;
  - (b) Two copies of the grievance procedure;
  - (c) Two copies of the specific contract provision(s) alleged to have been violated;
- (3) Two copies of the grievance and any response(s).

#### B. How to File a Petition

- (1) The Petition for Grievance Arbitration form is available under the “Forms” link on our website at [www.michigan.gov/merc](http://www.michigan.gov/merc), or by calling our Detroit office at 313-456-3510.
- (2) Alternatively, the party requesting the service may submit a letter entitled “Petition for Grievance Arbitration” which includes the following information:
  - a. Contract expiration date;
  - b. Whether the request is being filed by the employer, the union, or jointly;
  - c. Employer’s name, address, phone and fax numbers;
  - d. Employer representative’s name, title, mailing and email addresses, phone and fax numbers;
  - e. Labor organization’s name, address, phone and fax numbers;
  - f. Labor organization representative’s name, title, mailing and email addresses, phone and fax numbers;
  - g. Name of the Grievant;
  - h. Brief description of the grievance;
  - i. Printed name and title of person filing the letter or Petition;
  - j. Signature of person filing the letter or Petition;
  - k. Date
- (3) Submit the completed letter or Petition, along with the other materials requested in the Requirements section of this document, to our Detroit office.
- (4) Please contact either the Detroit or Lansing office should you have any questions.



### **C. MERC Arbitrator Appointment**

(1) Upon receipt of the items required for filing a Petition for Grievance Arbitration, MERC will assist the parties to select an arbitrator according to the terms of the parties' contract or agreement.

(2) If the arbitrator selection process is set forth in the contract or agreement, MERC will follow that process. If the selection process is not set forth in the contract or agreement, MERC will provide the parties with a list of 15 arbitrators (panel), with the biographies and daily rates for those persons listed. Per Commission policy, either party may object to any name on the list for reasons of "advocacy" as defined in MERC's General Rules, and a replacement name will be provided.

(3) If the parties are unable to make a mutual selection from the first panel, MERC will furnish up to two additional panels.

(4) An arbitrator will be appointed based on the parties' mutual selections; MERC will then notify the parties and the arbitrator of the appointment.

(5) If the parties are unable to make a mutual selection after receiving three panels, MERC may appoint an arbitrator, depending on the circumstances. (MERC will not appoint an arbitrator whose name has been struck by either party).

(6) If, during the arbitrator selection process, a party fails to return a response to the panel within the specified timeline or fails to rank the names therein, MERC will appoint an arbitrator from the panel of the responding, non-objecting party.

(7) NOTE: MERC's involvement under this process by issuing panel names and/or appointing a grievance arbitrator does not constitute a determination that the underlying dispute between the parties is arbitrable.

### **D. Choosing a Hearing Date**

Once an arbitrator is appointed, the arbitrator and the parties will mutually establish a date for the hearing.

### **E. Arbitrator's Authority & Rules**

(1) The arbitrator's authority is derived from the parties' collective bargaining agreement or other written agreement.

(2) The rules governing the arbitration are established by the collective bargaining agreement or other written agreement.

(3) The parties and the arbitrator may mutually agree on the rules governing the arbitration.

### **F. MERC's Involvement**

(1) MERC's involvement is limited to assisting the parties to select and, thereafter, appointing an arbitrator.

(2) The arbitrator will set his or her own daily rate, other fees and costs, the date and time of hearing, and the time limits for the parties to respond.

(3) MERC does not enforce or vacate awards, nor collect fees.

**Detroit Office**

**Cadillac Place**

**3026 W. Grand Blvd., Suite 2 -750**

**P.O. Box 02988**

**Detroit, MI 48202 -2988**

**313 -456 -3510**

**313 -456 -3511 (fax)**

**Lansing Office**

**611 W. Ottawa St., 4th Floor**

**P.O. Box 30015**

**Lansing, MI 48909**

**517 -373 -3580**

**517 -335 -9181 (fax)**

**Letter of Agreement**

**Between**

**The Ionia County Intermediate School District Board of Education**

**and**

**Ionia Intermediate Education Association**

**9-4-19**

**9-10-19 Section II, G. & H. Modified**

**11-13-19 Section I, A.2. d & e Modified**

**Obtainment of BCBA and BCaBA Credentials**

In recognition of the ICISD's desire to increase the skill set of specific employees to enhance services to staff and students, the parties agree to the following in regards to obtainment of BCBA credentials. ***This agreement may be modified at any time by mutual agreement of both parties for the purpose of adding additional individuals.***

**I. Employee Eligibility:**

- A. Must be a current employee assigned to the ASD Department ***unless otherwise noted.***
  - 1. Consultants:
    - a) Emily Platte - BCaBA certification
    - b) Emily Esparza - BCaBA certification
    - c) Rhonda Hamblin - BCaBA certification
    - d) Lori McElveny - BCaBA certification
  - 2. Teachers:
    - a) Abbey Steele - BCBA certification
    - b) Kristin VanBeveren - BCBA certification
    - c) Katherine Petty - BCBA certification
    - d) Meredith Tobaben - BCBA certification (***resigned Nov. 2019***)
    - e) ***Ben Croel-BCBA certification (Transitions)***
- B. It is the desire of the Ionia County ISD to hire candidates with these credentials in the future after the date of this agreement.

**II. Substance (what is expected and what is covered by ISD).**

- A. Tuition for courses included in the BCBA or BCaBA course sequence
- B. Required coursework materials (such as textbooks, workbooks, etc)
- C. BCBA or BCaBA test prep materials (such as study guide, tutorial, etc)
- D. BCBA or BCaBA test application fee for first attempt only
- E. BCBA or BCaBA testing fee for first attempt only
- F. Full tuition and coursework reimbursement shall be made upon successful course completion as evidenced by submission of a transcript or report card to the ASD supervisor.

- G. Costs associated with required BCBA or BCaBA supervision hours and assistance in securing appropriately credentialed supervisor(s) to oversee these employee supervision hours.
- H. Ongoing maintenance of credentials and/or certification will not be reimbursed.

**III. Commitment Terms**

- A. Upon notification of passing score on the final BCBA or BCaBA assessment, employee will commit to remaining employed by ICISD for the following thirty-six months of employment.
- B. If the employee leaves employment within 12 months of receiving their BCBA or BCaBA certification, the employee shall reimburse the ISD 100% of all costs as described above for the obtainment of the certification with the exception of current tuition reimbursement as described in Article 23, Section 11 of the July 1, 2019-June 30, 2022 Master Agreement.
- C. If the employee leaves employment between 13-24 months of receiving their BCBA or BCaBA certification, the employee shall reimburse the ISD 75% of all costs as described above for the obtainment of the certification with the exception of current tuition reimbursement as described in Article 23, Section 11 of the July 1, 2019-June 30, 2022 Master Agreement.
- D. If the employee leaves employment within 25-36 months of receiving their BCBA or BCaBA certification, the employee shall reimburse the ISD 50% of all costs as described above for the obtainment of the certification with the exception of current tuition reimbursement as described in Article 23, Section 11 of the July 1, 2019-June 30, 2022 Master Agreement.
- E. Exceptions include any of the following:
  - 1. Employee becomes incapacitated resulting in permanent disability
  - 2. Employee is transferred to another department
  - 3. Employee is terminated from employment with the ISD
  - 4. At Superintendent's discretion based on a unique unforeseen situation
- F. Individual employees must sign an acknowledgement form of receipt, understanding and agreement to the commitment and reimbursement terms contained within this Letter of Agreement.

  
 \_\_\_\_\_  
 For the ISD Board

12-3-19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 For the IIEA Board

12/4/19  
 \_\_\_\_\_  
 Date

**Letter of Agreement**

**Between**

**The Ionia County Intermediate School District Board of Education**

**and**

**Ionia Intermediate Education Association**

**9-15-20**

**COVID-19 Pandemic Leave Time for the 2020-2021 School Year**

The Ionia Intermediate Education Association and the Ionia County Intermediate School District have agreed to the following regarding leave time for the 2020-2021 school year.

Due to the unexpected and unpredictable nature of the COVID-19 pandemic and the need to keep the school a safe place for students and staff, it is agreed that:

1. Ionia ISD will provide uncounted (that is, time that does not count against sick or personal days) sick-time for any IIEA member who has been quarantined by a public health agency, doctor and/or other health official for the duration of the recommended quarantine.
2. Ionia ISD will provide uncounted sick-time for any IIEA member who has tested positive for COVID-19.

Administration may ask for documentation of a positive test.

3. Ionia ISD will provide uncounted sick-time for any IIEA member who develops symptoms of COVID-19 as identified in the district screener tool, provided that they return to work not less than three (3) work days from onset of symptoms. After three (3) work days if the IIEA member does not return to work from symptoms subsiding; arrangements to be tested must be made immediately.

Upon receipt of a negative test, the IIEA member is expected to return to work. If the test comes back positive, the IIEA member is to contact their direct supervisor immediately.

The district reserves the right to ask for documentation from the IIEA member that a test was performed to demonstrate good faith.

4. For the sake of helping clarify what would be considered appropriate use of sick/personal time for 2020-2021; please see the following examples of when sick/personal time may be utilized:

- routine doctor appointments, such as but not limited to: physicals, exams, specialists, well child, dental, vision
  - maternity leave during the time of medical care
  - surgical procedures
  - funeral leave as applicable to current Master Agreement
  - FMLA leaves when not defined by COVID like symptoms
5. Provisions of this agreement are retroactive to August 26, 2020.
6. In cases where an IIEA member is required to self-quarantine or isolate due to possible work-related or non-work related exposure to COVID-19 as determined by the Ionia County Health Department, member's physician and/or other health authorities, it is agreed that:
- i) The IIEA member will be required to stay off school premises until the need to quarantine or self-isolate has ended as determined consistent with state or federal law, executive order, Ionia County Health Department (and/or other health authorities) and/or CDC guidelines.
  - ii) During the quarantine or self-isolation, there will be no loss of pay or benefits. Paid time off due to COVID-19 will not be deducted from the IIEA member's existing leave banks under the contract (sick, personal, vacation, etc).
  - iii) Any IIEA member who continues to suffer effects of COVID-19 will not be subject to the limitations imposed by the provisions in the Master Agreement regarding the length of the leave and return to work notification requirements.
  - iv) IIEA members shall be held harmless from the step movement provisions.
  - v) During the quarantine or self-isolation, if the IIEA member is able to work remotely, there shall be an expectation to do so in consultation with the IIEA member's direct supervisor.

Ethan Ebenets

For the ISD Board

9-28-20

Date

[Signature]

For the IIEA

9-28-20

Date

**Letter of Agreement**  
**Between**  
**The Ionia County Intermediate School District Board of Education**  
**and**  
**Ionia Intermediate Education Association**  
**9-4-19**  
**9-10-19 Section II, G. & H. Modified**  
**11-13-19 Section I, A.2. d & e Modified**  
**10-12-20 Sections II, G & III, A Modified**

**Obtainment of BCBA and BCaBA Credentials**

In recognition of the ICISD's desire to increase the skill set of specific employees to enhance services to staff and students, the parties agree to the following in regards to obtainment of BCBA credentials. This agreement may be modified at any time by mutual agreement of both parties for the purpose of adding additional individuals.

**I. Employee Eligibility:**

- A. Must be a current employee assigned to the ASD Department *unless otherwise noted*.
  - 1. Consultants:
    - a) Emily Platte - BCaBA certification
    - b) Emily Esparza - BCaBA certification
    - c) Rhonda Hamblin - BCaBA certification
    - d) Lori McElveny - BCaBA certification
  - 2. Teachers:
    - a) Abbey Steele - BCBA certification
    - b) Kristin VanBeveren - BCBA certification
    - c) ~~Katherine Petty~~ - BCBA certification (*resigned June 2020*)
    - d) ~~Meredith Tobaben~~ - BCBA certification (*resigned Nov. 2019*)
    - e) Ben Croel-BCBA certification (Transitions)
    - f) **Alex Pasch-BCBA certification**
    - g) **Alanah Rau-BCBA certification**
- B. It is the desire of the Ionia County ISD to hire candidates with these credentials in the future after the date of this agreement.

**II. Substance (what is expected and what is covered by ISD).**

- A. Tuition for courses included in the BCBA or BCaBA course sequence
- B. Required coursework materials (such as textbooks, workbooks, etc)
- C. BCBA or BCaBA test prep materials (such as study guide, tutorial, etc)
- D. BCBA or BCaBA test application fee for first attempt only
- E. BCBA or BCaBA testing fee for first attempt only

- F. Full tuition and coursework reimbursement shall be made upon successful course completion as evidenced by submission of a transcript or report card to the ASD supervisor.
- G. Costs associated with required BCBA or BCaBA supervision hours and assistance in securing appropriately credentialed supervisor(s) to oversee these employee supervision hours.
  - 1. All supervision hours must be done outside of the contractual work day
  - 2. All supervision hours will be paid at \$75 per hour
- H. Ongoing maintenance of credentials and/or certification will not be reimbursed.

III. **Commitment Terms**

- A. **Once obtained, the BCBA or BCaBA will be available to provide supervision for ICISD staff working towards RBT certification.**
- B. Upon notification of passing score on the final BCBA or BCaBA assessment, the employee will commit to remaining employed by ICISD for the following thirty-six months of employment.
- C. If the employee leaves employment within 12 months of receiving their BCBA or BCaBA certification, the employee shall reimburse the ISD 100% of all costs as described above for the obtainment of the certification with the exception of current tuition reimbursement as described in Article 23, Section 11 of the July 1, 2019-June 30, 2022 Master Agreement.
- D. If the employee leaves employment between 13-24 months of receiving their BCBA or BCaBA certification, the employee shall reimburse the ISD ¾ of all costs as described above for the obtainment of the certification with the exception of current tuition reimbursement as described in Article 23, Section 11 of the July 1, 2019-June 30, 2022 Master Agreement.
- E. If the employee leaves employment within 25-36 months of receiving their BCBA or BCaBA certification, the employee shall reimburse the ISD ½ of all costs as described above for the obtainment of the certification with the exception of current tuition reimbursement as described in Article 23, Section 11 of the July 1, 2019-June 30, 2022 Master Agreement.
- F. Exceptions include any of the following:
  - 1. Employee becomes incapacitated resulting in permanent disability
  - 2. Employee is transferred to another department
  - 3. Employee is terminated from employment with the ISD
  - 4. At Superintendent's discretion based on a unique unforeseen situation
- F. Individual employees must sign an acknowledgement form of receipt, understanding and agreement to the commitment and reimbursement terms contained within this Letter of Agreement.

Ethan Ebenstein  
For the ISD Board

10/28/2020  
Date

[Signature]  
For the IIEA Board

10/29/2020  
Date