

**2011-2014**

# **Paraprofessionals**

**C O N T R A C T**

Agreement between the  
**Macomb Intermediate School District**  
and the  
**Macomb Intermediate Federation of Paraprofessionals**  
**MIFP, Local 6216**

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This agreement is entered into on this 16<sup>th</sup> day of June, 2011, by and between the Board of Education of the Macomb Intermediate School District, County of Macomb (hereinafter called the "Employer"), and the Macomb Intermediate Federation of Paraprofessionals, MIFP Local 6216 (hereinafter called "the Union"), for the period beginning August 30, 2011, and ending August 31, 2014.

**WITNESSETH**

WHEREAS, the Employer and the Union recognize and declare that providing a quality education for the children of the district is their mutual aim and that the character of such education depends upon the quality of performance of all parties concerned, and

WHEREAS, the parties have reached certain understandings which they desire to confirm to this agreement,

IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I**  
**RECOGNITION**

**Section 1: Employee Classification**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all paraprofessionals engaged in non-supervisory positions who are placed in the salary schedules herein, and excluding all other employees. For the purposes of this agreement, the term "employees" shall mean any member of the bargaining unit.

**Section 2: Assignment of Work**

Work presently performed by members of the bargaining unit shall not be assigned to employed persons outside the unit, excluding co-op training students or any other on-job trainee without the consent of the Union except that nothing in this section prohibits the Employer from performing any work that is inherently a part of the Macomb Intermediate School District function.

**Section 3: New Positions**

Should the Board wish to establish any new Paraprofessional positions not specifically mentioned in this contract, said position shall be determined as to wages, hours and conditions of employment in consultation with the MIFP prior to its effective date of operation.

**Section 4: Relationship of New Positions**

If such positions fulfill the classifications of Section 1 of this Article, all personnel hired to fill those positions shall be considered to be members of this bargaining unit and shall be subject to all terms and conditions of this agreement.

**Section 5: Fair Employment Practices**

- A. This agreement shall be applied uniformly to all employees within the bargaining unit.
- B. The Employer agrees that with respect to hiring, working conditions, and promotion practices, it shall strive to assure that neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, marital status, age, or prior, present or past participation in activities of the Union.

## Article I

- C. The Union agrees to admit all bargaining members to membership without discrimination by the reason of race, creed, color, national origin, sex, marital status, age, or prior, present or past participation in the activities of any employee organization.
- D. The Employer, recognizing that well qualified and able staff is a prerequisite to quality educational programs, agrees that within the limitations and capabilities of its personnel to seek out and recruit staff members who best fulfill these requirements.

### **Section 6: Union Dues Check-Off**

- A. Upon filing with the Employer of the written authorization form for payroll deduction designated below, signed by the employee, the Employer agrees, during the term of this agreement and any extension or renewal thereof, to deduct union membership dues or a service fee which shall be equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative, which have been levied in accordance with the Constitution and Bylaws of the Union from the pay of such employee. The form of the authorization shall be as follows:



**AUTHORIZATION FOR DEDUCTION OF  
MACOMB INTERMEDIATE FEDERATION OF PARAPROFESSIONALS  
MEMBERSHIP DUES OR SERVICE FEES**

I hereby authorize Macomb Intermediate School District to deduct the sum of \_\_\_\_\_.

CHECK ONE BOX BELOW

- Representing my dues for membership in the Macomb Intermediate Federation of Paraprofessionals, MIFP.
- or
- As a service fee representing my share of collective bargaining costs of Macomb Intermediate Federation of Paraprofessionals.

CHECK ONE BOX BELOW

- Once each month from the second pay of the month
- or
- Either sum to be paid in full to the Treasurer of the Macomb Intermediate Federation of Paraprofessionals. This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, or until this authorization is revoked by written notice. I further authorize the Federation Treasurer to change the amount of this deduction when such change as prescribed by the Constitution of the Macomb Intermediate Federation of Paraprofessionals, MIFP-Local 6216.

SIGNED \_\_\_\_\_

## Article I

- B. Deductions, in accordance with paragraph A of Section 6, shall be in the amount and on the pay date(s) stipulated in the authorization form found in said paragraph A of Section 6. The Employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one week following such deduction to the Treasurer of the Union.
- C. The Employer shall forward to the Union a list of all employees within the bargaining unit and their assignments at the commencement of the school year. Any assignments still pending shall be forwarded within five (5) business days after they are determined. Further, the Employer shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer.
- D. The Union agrees at least thirty (30) calendar days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year under such authorizations.
- E. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction. In the event that the union has received monies in excess of authorized deductions, it agrees to notify the Employer so that appropriate adjustments can be made in future deduction schedules.
- F. Dues, contributions or gifts to the Macomb Intermediate Federation of Paraprofessionals are not deductible as charitable contributions for federal tax purposes. Dues paid to the Macomb Intermediate Federation of Paraprofessionals, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

### **Section 7: Union Security**

The Employer and Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Union, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

- A. Within thirty (30) calendar days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of union dues.

## Article I

- B. Any member of the bargaining unit who has not joined the Union and executed an authorization for deduction of union dues during such period, or having joined, has not continued to pay union dues, shall immediately execute an authorization permitting deduction of service fees representing the proportionate share of collective bargaining costs as determined by the Union from time to time. It is understood that payment of such sums shall not constitute an agreement to become a member of the Union.
- C. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of this agreement or its extensions or renewals, as well as new hires) of the above stated requirements and shall forward to the Union, within the above stated thirty (30) calendar day period, the name(s) of such employees and date of employment.
- D. Failure within the above stated thirty (30) calendar days to deliver authorization for deduction of either new union dues or the above described service fee shall constitute a basis for discharge and the Employer agrees, upon receipt of notification from the Union, that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) calendar days, to discharge such employee within five (5) working days; it being understood between the parties to this agreement that such requirement is a condition of continued employment with the Employer.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a pre-condition to re-employment.
- F. Macomb Intermediate Federation of Paraprofessionals shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, damages, or other forms of liability of expense that may arise out of or by reason of action taken by the Employer for the purpose of complying with Sections 6 and 7 of this Article, including all court costs and reasonable legal fees of the Employer's counsel. The Union further agrees that if it shall fail to reimburse the Employer promptly upon demand for any of the aforesaid items, the Employer shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Employer, until paid in full, thirty (30) percent of all membership dues and service fees collected by the Employer on behalf of the Union, pursuant to provisions of this Article.

**ARTICLE II**  
**EFFECT OF AGREEMENT**

**Section 1: Commitment**

The parties mutually agree that terms and conditions set forth in this agreement represent full and complete understanding and commitment between the parties.

**Section 2: Provisions Contrary to Law**

If any provision of this agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions of this agreement shall continue in full force and effect and the parties agree to meet for the purpose of negotiating substitute language for the voided provisions(s).

**Section 3: Employee Contracts**

Any contract between the Employer and an individual employee shall be expressly subject to terms and conditions of this agreement.

**Section 4: MISD Policy Book**

A copy of the MISD policy book shall be forwarded to the Union President provided that management of this book shall be governed by the rules and regulations covering all MISD policy books, including return during the summer months for review and updating. Additionally, the Union shall be given a copy of any new central office directives or procedures affecting any or all of the building staffs.

## **ARTICLE III**

### **DEFINITION OF RESPONSIBILITIES AND RIGHTS**

#### **Section 1: Management Rights**

The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of Macomb Intermediate School District and its properties and facilities and the activities of its employees;
- B. To hire all employees and subject to provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- C. To establish all functions, programs and services as prescribed by law or as deemed necessary or advisable by the Employer;
- D. To decide upon the means and methods of providing those functions, programs and services, the selection of appropriate equipment and materials and the use of aids of every kind of nature;
- E. To determine hours of work, duties, responsibilities, assignments and work locations of all employees with respect thereto, and with respect to administrative and non-instructional activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

#### **Section 2: Academic Freedom**

No material about an employee pursuing his/her duties with Macomb Intermediate School District gathered by means of any electronic communications device shall be admissible as evidence in any action against an employee without his/her consent.

#### **Section 3: Personnel Files**

## Article III

### A.

1. Employees shall be permitted to inspect all of the contents of their personnel file. There shall be a single permanent personnel files. Related personal references normally sought at time of employment are specifically excepted from such review. This is the only operative file.
2. Any materials contained in the personnel file with exception of that noted in Section 3, paragraph A.1 above, not shown to an employee and not offered to him/her for initialing (which initialing shall signify only that the employee has read the materials and not that he/she necessarily agrees with the content) within ten (10) working days after receipt shall not be permitted as evidence in any grievance or any disciplinary action against such employee. Disciplinary statements unrelated to potential criminal charges shall be removed after two years at the written request of the employee providing there is no further basis for written reprimand or disciplinary action (except that which is necessary for payroll purposes).
3. No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her comments.
4. In the event the employee refuses to sign the material, one of the following procedures shall be used:
  - a. The Employer and/or Union may request a witness to the delivery of the material to the affected employee, or
  - b. The material may be sent by registered mail and return receipt attached to the material and placed in the affected employee's file.

### B. Other Files

1. **Grievance File:** All documents pertaining to the processing of grievances will be maintained in the Director of Employee Relations Office and the Union Office.
2. **Principal's File:** This file shall consist of copies of signed evaluations, a copy of which has also been given to the employee.

- ### C.
1. Upon request the employee may review all files which are duplicates of Personnel file items.

**Section 4: Discipline and Discharge**

A. Interview/Hearing

Disciplinary interviews and reprimands will be considered in private and the employee will be given advance notice in writing that such an interview is being scheduled. An affected employee, however, will have the right in all such instances to request the presence of a union representative at said interview. When such a request is made, the interview will not proceed until the representative is in attendance (except in instances of unreasonable delay - 24 hours). The interviewing administrator reserves the right to have a member of the administrative staff present.

B. Just Cause

An employee shall be subject to discipline or discharge only for just cause. Inclusive, but not exclusive, in just cause are: incompetence, willful abuse of administrative procedures and behavior which adversely affects his/her job performance or students he/she serves. Discharge for incompetence and/or willful abuse of administrative procedures will be preceded by a written evaluation and not less than one (1) week time allowance to make corrections noted therein prior to such discharge. Final discharge action will be taken only by the Assistant Superintendent for Personnel & Employee Relations, or, in his/her absence, the Superintendent.

C. Grievances

1. In the event an employee is disciplined or discharged and believes he/she has been unjustly disciplined or discharged, the employee may process his/her complaint through the grievance procedure herein. Discharge during the probationary period shall not be grievable.
2. In event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee with full seniority for the period of the discharge, and shall pay full compensation at the employee's regular rate of compensation, less any earned income during period of alleged unjust discharge.

**Section 5: Union Business on District Property**

- A. The Union and its representatives shall have the right to use the Macomb Intermediate School District buildings for meetings at any time that is not in conflict with the working hours of the employees or with any function of the Macomb Intermediate School District, provided that when special custodial service is required, the Employer may make a reasonable charge therefor. No charge shall be made for the use of rooms one (1) hour before the commencement of the business day nor until 6:00 P.M. of that business day. Such use will require that the Union follow the established building scheduling procedures.

### Article III

- B. Duly authorized representatives of the Union shall be permitted to transact official union business on the Macomb Intermediate School District property, provided that such transaction shall not interfere with the working hours of the employees or with any function of the Macomb Intermediate School District, and further provided that the administration shall not be required to open buildings on days or at times they are normally closed or to permit use at such times as custodians are not scheduled or not available.

#### **Section 6: Bulletin Boards**

The Union shall have the right to post notices of its activities and matters of Union concern on bulletin board space within the staff lounge areas in all locations where members of the bargaining unit are permanently assigned. There will be a separate bulletin board at all District owned buildings for union business. Said notices and other materials may be circulated through office mail service.

#### **Section 7: Furnishing Information**

The Employer shall make available to the Union within a reasonable time (for purposes of this section, "reasonable time" should not extend beyond two (2) weeks) any statistics, records, work schedules or other information which the Union considers necessary for preparation of bargaining demands, for implementation of terms of this agreement or for processing grievances arising out of this agreement. The Union agrees to reimburse the Employer for the cost of labor and materials expended to comply with this section. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled.

#### **Section 8: School Board Meetings**

- A. Board agendas shall be provided for the Union President at the time they are sent to the Board. In the case of cancellations, the Union President shall be notified.
- B. An unofficial copy of all regular board meeting minutes shall be given to the Union President within one (1) week following all regular school board meetings. Said minutes will be stamped at the top of each page "Unofficial". An official copy will be forwarded thereafter to the Union President.

#### **Section 9: Facilities and Supplies**

Facilities and supplies are a function and responsibility of the Employer and will be provided within a reasonable time.



**Section 10: Lounge Facilities**

Every effort will be made to provide lounge facilities for Macomb Intermediate School District employees. When feasible, designated rooms or areas which are not being utilized for instructional purposes may be used as lunch rooms for staff members.

**ARTICLE IV**  
**NEGOTIATION PROCEDURES**

**Section 1: New Agreement**

Negotiations for a new agreement or modifications of the existing agreement shall begin at a time, date and place mutually determined by the Employer and Union.

**Section 2: Representatives**

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Employer and Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and recommend ratification in the course of negotiations.

**Section 3: Requested Conference**

After ratification of this agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. However, contract alterations shall not be discussed except by mutual agreement of both parties. Conferences shall be held at the earliest opportunity following such request. If a requested conference is not held within fifteen (15) working days, the requesting party shall forward the request to the Superintendent of Schools who will arrange for such conference within a fifteen (15) workday period following receipt of such written request.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Section 1: Definitions**

- A. A grievance shall mean an unsettled complaint that there has been a violation, misinterpretation or misapplication of any provision of this agreement regarding hours, wages and working conditions.
- B. An aggrieved person shall mean any member of the bargaining unit or the Union on its own behalf making the complaint.
- C. Wherever the term employee is used, it is to include any member(s) of the bargaining unit.
- D. Wherever the singular is used, it is to include the plural.
- E. Wherever notice is used, it is meant that such be written notice to all persons concerned.
- F. The term days in this Article shall mean duty days, except where otherwise indicated.

**Section 2: General Principles**

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than the principal, it may be initiated at Step I of this procedure.
- C. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
- D. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference pursuant to this Article, whose duty hours are affected, shall be excused with pay for that purpose.
- E. Forms for filing and processing grievance shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- F. No decision or adjustment of a grievance shall be contrary to any provision of this agreement.

## Article V

- G. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- H. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- I. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.
- J. The Employer and the Union each shall bear the full costs for its representative counsel in the arbitration.
- K. If the decision by an arbitrator is split, giving each side to the arbitration a partial remedy, the fees of the arbitrator shall be borne equally by the Employer and the Union. If the decision by an arbitrator favors one side only, the arbitrator's fee shall be borne by the party against whom the arbitration decision is made.
- L. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s), and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulations, each party of interest shall submit a written statement of the issue(s) to the arbitrator in advance of the hearing date.
- M. No arbitrator shall hear more than one grievance at any one hearing without the mutual consent of the Employer and the Union.
- N. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- O. After Step I the grievance procedure shall be considered a part of the appellate process. No matter not raised previously, including remedy, may be discussed.

### **Section 3: Procedure for Adjustment of Grievance**

Grievances shall be presented and adjusted in accordance with the following procedures:

- A. Informal Conference
  - 1. A complaint shall first be identified as a grievance issue, citing the appropriate contract section or sections, and shall be discussed with the principal with the object of resolving the matter informally.

## Article V

- a. By an employee, in person, on his/her own behalf.
  - b. By an employee accompanied by the Union.
  - c. Through the Union Chapter Chairperson or his/her designee if the employee so requests.
  - d. By the Union Chapter Chairperson or his/her designee in the name of the Union.
2. In the event the matter is resolved informally and the union representative was not present at the adjustment of the complaint, the Superintendent or his/her designee shall inform the Union of the adjustment.

### B. Step I - Written Procedure

In the event the matter is not resolved informally the grievance, stated in writing on the form provided for such purpose, may be submitted to the Superintendent or his/her designee within fifteen (15) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance.

1. The grievance may be lodged and therefore discussed with the Superintendent or his/her designee:
  - a. By an employee in person on his/her own behalf.
  - b. By an employee accompanied by the Union Chapter Chairperson or his/her designee.
  - c. Through the Union Chapter Chairperson or his/her designee, if the employee so requests.
  - d. By the Union Chapter Chairperson or his/her designee in the name of the Union.
2. Within ten (10) days after receiving the written grievance, the Superintendent or his/her designee shall communicate his/her decision along with his/her reasons in writing on the grievance form to the Union Chapter Chairperson or his/her designee and to the aggrieved employee, if any.

## Article V

### C. Step II - Written Procedure

Within five (5) days after receiving the decision of the Superintendent or his/her designee, an appeal from the decision may be made to the Board of Education. The appeal may be processed only by the union, not by an individual bargaining unit member. The appeal shall be in writing on the form provided and shall be accompanied by a copy of the original grievance and decision at Step I.

1. At its next scheduled meeting (but in no event less than five (5) days or more than thirty-five (35) calendar days) after the appeal, the Board of Education shall hold a hearing on the grievance. Participants in this hearing shall be those who participated in Step I and counsel for the Union, if requested by the Union. Participants in this hearing shall be given at least three (3) days notice of the hearing.
2. No later than five (5) days after its next scheduled meeting, after the hearing on the appeal, the Board of Education shall communicate its decision in writing on the form provided, together with supporting reasons, to the Director/Supervisor, the Superintendent or his/her designee, the Union President or his/her designee, counsel for the Union (if any), and to the aggrieved employee, if any.

### D. Step III - Arbitration

Within ten (10) days after receipt of the decision of the Board of Education, the Union may appeal the decision to binding arbitration under the auspices and rules of American Arbitration Association.

## ARTICLE VI

### SENIORITY

#### Section 1: Seniority

- A. An employee in attendance for 50% or more of 186 working days shall accrue full credit on the salary schedule and full credit for one (1) year's seniority.
- B. An employee in attendance for less than 50% of 186 working days shall accrue half a step on the salary schedule, and credit for half a year's seniority.
- C. An employee in attendance for none of his/her 186 working days shall accrue no credit on the salary schedule and no credit towards seniority.
  - 1. Deductible absences shall include educational, parental, disciplinary suspension and extended medical in excess of 93 days.
  - 2. Non-deductible absences shall include allowable sick days, personal business, jury duty, unpaid relief time, military, bereavement and extended medical up to 93 days.
- D. Notwithstanding the above, an employee who has been off work for work related disability shall continue to accrue seniority for two (2) years.
- E. No seniority shall be accrued or granted other than within the bargaining unit.
- F. In the event years of seniority are equal:
  - 1. Date of hire shall prevail, or if equal,
  - 2. experience outside the bargaining unit in a related capacity shall prevail, or if equal,
  - 3. credit hours beyond a high school diploma shall prevail.
- G. Probationary period for new employees will be a period of ninety (90) working days from the date of hiring during which new employees must serve on the job. Discharge during the probationary period shall not be grievable.
- H. Seniority shall not accrue during the probationary period provided, however, that upon completion of the probationary period all probationary days shall be credited to the employee's seniority time.
- I. The Employer shall provide an adjusted seniority list to the Union at the earliest possible time after September of each school year.

**Section 2: First Year Salary/Seniority**

Notwithstanding the above, seniority and salary credit\* for the first year or portion of the first year's employment with the MISD will be as follows:

- A. Full Year Credit (186 Day Employee and/or All New Employees)  
  
That the paraprofessional will have become employed on or before October 15th of the current school year.
- B. One-Half Year Credit (186 Day Employee and/or All New Employees)  
  
That the paraprofessional will have become employed after October 15th and before February 15th of the current school year.
- C. Full Year Credit (Extended Year Employee)  
  
The paraprofessional will have become employed on or before October 31st of the current school year.
- D. One-Half Year Credit (Extended Year Employee)  
  
That the paraprofessional will have become employed after October 31st and before February 28th of the current school year.

\*Effective date of new seniority computation is 9/1/08. Previous earned seniority not impacted.

**Section 3: Termination of Seniority**

An employee's seniority shall terminate when:

- A. The employee resigns.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
- C. The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Union and the employee at his/her last known address, notifying the employee that his/her employment has been terminated; except in extenuating circumstances acceptable to the Employer.
- D. Failure to return from sick leave and leaves of absence will be treated the same as paragraph C. above.
- E. Retirement under Michigan Public School Employees Retirement Fund.



## ARTICLE VII

### VACANCIES, ASSIGNMENTS, TRANSFER, AND PROMOTION

#### Section 1: Definitions

- A. **Transfer** is the movement of an employee within a classification and/or division. A transfer may be between grade levels and/or buildings.
- B. **Vacancy** is an unfilled position or a new position authorized by Request for Permanent Personnel.
- C. **Opening** is an unfilled position.
- D. **Posting** is the publicizing of a vacancy.
- E. **Bid** is an application for a posted position.
- F. **CI** (Cognitively Impaired) is a division composed of three classifications: Moderately Cognitively Impaired, (MoCI), Severely Multiply Impaired (SXI) and Severely Cognitively Impaired (SCI), excluding designated categories.
- G. **EI** (Emotionally Impaired) is a division with a single classification and is a designated category.
- H. **Designated Categories** such as gym and pool paraprofessionals, Lutz School paraprofessionals and others for which there are specific requirements, such as Grounds and Gardens and Green House positions, exist within the division and classifications, but are treated as a separate entity for the purpose of this Article.
- I. **Reduction** occurs when there are more employees in a classification than positions available in that classification, necessitating the removal of one or more employees from that classification.
- J. **Layoff** is the removal of an employee from the payroll due to a reduction.
- K. **Recall** is returning a laid off employee to the active role.
- L. **AI** is a separate division with a single classification.

M. Closeout

Reassignment: A move that takes place when an assignment has been eliminated and the number of positions in a classification remains equal to or more than the number of employees in that classification pursuant to Article VII, Section 6.

Reduction occurs when there are more employees in a classification than positions available in that classification, necessitating the removal of one or more employees from that classification pursuant to Article VII, Section 5.

**Section 2: Transfers Within the MISD and Vacancies and Postings**

- A. All vacancies shall be filled by the most qualified applicant. Management shall set the qualifications at the time of posting. For the purpose of this agreement qualifications shall be considered to be a function of training and applicable or related work experience including evaluation of past performances. Where there is reasonable doubt regarding relative weighing of these factors with respect to qualifications of two or more applicants, the Employer may resolve the issue unilaterally.

If a transfer is desired, an employee shall make a written request to bid on a vacancy.

- B. Vacancies within the Bargaining Unit will be publicized by the Employer by:
1. Giving written of such vacancies to the Union seven (7) calendar days in advance of outside advertising of such opening.
  2. Posting such vacancies on the bulletin boards or District website provided for staff use simultaneously with written notice to the Union.
  3. Postings shall include classification and level, job description, qualifications, building location, salary lane and the closing date of acceptance of bids.

C. Filling of Vacancies

Except for unusual circumstances or for frozen positions, posted positions will be filled by a permanent employee within four months after the end of the posting period.

- D. An employee shall be ineligible to transfer during:
1. The first two years of employment.
  2. The period between acceptance of transfer and placement of the job.
  3. The one calendar year period following placement on the job.
  4. One calendar year following the second refusal of a transfer offer.

## Article VII

5. Educational leave, unless the employee agrees to return to fill the position within thirty (30) days.
- E. In order to receive a transfer, an employee must be acceptable to the principal in charge based on an interview. The principal's decision shall not be grievable.
- F. Following a transfer, an employee must also pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
- G. An employee shall have one (1) working day to accept or reject a transfer offer to be delivered to the immediate supervisor or the Personnel Office.

### **Section 3: Involuntary Transfer**

- A. When for demonstrable cause a transfer must be made on an involuntary basis, the Employer may exercise the following options providing employee meets the qualifications and requirements of the new position to which he/she is being transferred:
  1. Assign the employee to an open position in a building/program.
  2. Transfer the employee to the least senior position in a building/program.

If an employee is transferred involuntarily, he/she shall not be subject to the transfer time limitations of Section 2G above.

### **Section 4: Transfer Outside the MISD**

- A. The MISD Assistant Superintendent for Special Education and the president of the paraprofessional union shall meet with representatives of local districts to accommodate the transfer of MISD programs and personnel to local districts.
- B. If, through the operation of law or individual agreements with local districts, it is determined that an employee should be transferred to an LEA, the employee who is most senior, who wants to transfer, shall be transferred. The Assistant Superintendent for Personnel & Employee Relations shall maintain a seniority list.

### **Section 5: Reduction and Layoff**

- A. Before layoff the MISD board shall determine, following consultation with the Federation, the number of positions to be eliminated and shall so notify the Federation and employees sixty (60) calendar days prior to layoff. No paraprofessional shall be laid off pursuant to necessary reduction in personnel for any school year or portion thereof, unless they have been notified of said layoff at least sixty (60) calendar days before the effective date of said action.

## Article VII

- B. In the event of a reduction the employee whose position has been eliminated shall have three working days following notification to elect one of the following options:
1. To bump into an opening not limited to building/program, classification, division, or district subject to limitation in 3a or 3b; or to bump the lowest seniority employee in his/her building/program, or the lowest seniority employee in his/her classification district wide, or
  2. To bump the lowest seniority employee in his/her division district wide, or
  3. To bump the lowest seniority employee in the district.
    - a. In the event the bump is from CI to SEI, or vice-versa:
      - (1) The employee must be acceptable to the principal in charge based upon an interview. The principal's decision shall not be grievable.
      - (2) The employee must also pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
    - b. An employee who either does not pass an interview or who rejects the bump after an interview shall opt to:
      - (1) Bump within classification (under A1 above) if possessed of sufficient seniority, or
      - (2) Bump the next lowest seniority paraprofessional in the entire district.
    - c. An employee who either does not pass the probationary period or who rejects the bump during the probationary period shall be laid off.
      - (1) In the event the bump is into a designated category:
        - a. The employee must pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
        - b. An employee who does not pass the probationary period shall be laid off.
- C. The Employer may offer, after discussion with the Union, and an employee may accept (or an employee may request and the Employer may grant) assignment to an

## **Article VII**

opening existing after recourse to the voluntary transfer procedure in lieu of bumping another employee and without impairing recall rights.

- D. All placements shall be effected on the date an employee is laid off or on the first day of school thereafter.
- E. When deciding which of two or more probationary employees are to be laid off, the Employer shall consider qualifications, evaluations of past performance, attendance, and other relevant factors along with respective dates of hire.
- F. Job sharing arrangements pursuant to Article VII, Section 10, are possible, or
- G. Voluntary Lay-off: Any employee in the same division as the potentially reduced employee may volunteer to accept a lay-off, or
- H. Any laid off employee may be retrained by the employer.

### **Section 6: Assignment or Reassignment**

- A. After assignment to a position and satisfactory performance therein, an employee may expect to remain in such assignment unless moved under the provisions of this contract.
- B. Reassignments are moves that take place when the number of positions in a classification equals the number of employees in that classification. Voluntary transfers among the affected employees shall be exhausted first. Any remaining moves shall be made with due consideration of minimal adverse impact on the program and wishes of higher seniority employees.

### **Section 7: Resignation**

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Office the resignation shall not be rescinded.

### **Section 8: Recall**

- A. Laid off seniority employees shall be recalled to vacancies, or temporary positions, in accordance with their seniority.
- B. An employee may refuse only work opportunities for which he/she is not qualified.
- C. In the event the recall is from CI to SEI, or vice-versa:
  - 1. The employee must be acceptable to the principal in charge based upon an interview. The principal's decision shall not be grievable.

## Article VII

2. The employee must also pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
- D. In the event the recall is into a designated category:
1. The employee must pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
  2. An employee who does not pass the probationary period shall be laid off.
- E. An employee who either does not pass the interview or fails the probationary period shall return to layoff without loss of position on the recall list.
- F. Employees being recalled will be given two (2) calendar weeks from the date of receipt of a registered letter or telegram of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the above named period shall terminate the employee's seniority rights, except an employee on layoff who is sick or otherwise incapacitated shall notify the Board of his/her intent to return as soon as possible., And from the date of such notification such employee shall be deemed to be on unpaid sick leave. A substitute position of this nature shall be offered by seniority to any remaining employees who are on layoff.
- G. Any laid off employee who fails to notify the Personnel Office by June 30 of each year that he/she wishes to remain on the recall list shall forfeit recall rights. Also employees shall promptly notify the Personnel Office of change of address.
- H. Prior to recalling laid off employees, voluntary transfers pursuant to Section 2 shall be effected.

### **Section 9: Job Sharing**

- A. Job sharing is defined as one full time job being shared by two bargaining unit members.
- B. The purpose of job sharing is to accommodate current MISD employees, while not causing additional operational costs to the institution or increasing the number of job positions.
- C. Job sharing is voluntary and requires the consent of the employees and the Employer.
- D. Applications for job sharing will be maintained in the Personnel Office. Applications may be submitted at any time, however, all applications will be destroyed at the end of the day on April 30. New applications will be accepted on May 1st and thereafter.
- E. Candidates for job sharing assignments must be from the same division and must meet the qualifications required for the position.

## Article VII

- F. Normally job sharing assignments will be made at the beginning of the school year, however, it is anticipated that exceptions may be made.
- G. Compensation (at their salary step) for the employees shall be prorated in accordance with the percentage of the work performed by each. The combined benefits for both employees shall not exceed the cost of one full time employee. An employee whose insurance premiums become partially paid by the Employer shall be obligated to pay the remainder to prevent the policies from lapsing. Article IX, Section 10, shall also apply. Employees who receive compensation for college credits shall be entitled to full compensation for college credits.
- H. Appropriate contracts reflecting proportionate work assignments shall be signed by employees after they have procured initialing by a union representative (indicating it has been read) and then signed by the Personnel Office.
- I. Job sharers may substitute at their regular rate of pay to cover each other's days of absence.
- J. Seniority according to Article VI, Section 1, shall apply.
- K. Job sharing arrangements shall be a new permanent assignment.
- L. **Termination:** Action to terminate a job sharing arrangement may be initiated by either the Employer or one or both of the sharing employees:
  - 1. Employer Initiated Termination
    - a. The Employer shall retain the option to terminate the job sharing arrangement which is not working satisfactorily, after the Employer attempts to resolve the problems with the job sharers.
    - b. If the Employer terminates the arrangement, the higher seniority employee shall assume the currently shared position on a full time basis. The lower seniority employee shall be entitled to exercise bump rights, provided no layoff results.
    - c. The Employer reserves the right to terminate job sharing arrangement where an employee is found to be working another job during regular business hours, if such intent or interest was not made known in writing at the time of the initiation of such job sharing.
  - 2. Employee Initiated Termination

## Article VII

- a. If one of the parties terminates employment or becomes incapacitated, or otherwise unavailable, the Employer shall:
    - (1) Offer to increase the work week of the remaining job sharer, or recall a laid off employee, or cover the assignment with a substitute, accept a transfer onto the assignment, or hire from the street for the balance of the school year.
    - (2) If under 1. above the Employer is unsuccessful, the Employer may assign the remaining job sharer to the expanded role for the balance of the year.
  - b. If either, or both, of the job sharers wish to change their status, a transfer request must be filed with the Personnel Office according to Article VII, Section 2.
3. No employee requested job sharing termination shall be put into effect if such change will require layoff and/or prohibit recall of a laid off employee or an employee whose leave is due to expire within not more than six (6) months.
- M. Employees on the job sharing assignment shall be ineligible for voluntary transfer for one calendar year following placement on the sharing assignment per Article VII, Section 2E.
- N. No grievance shall be written to protest the withholding of consent by the Employer to establish a sharing arrangement; to protest written arrangements regarding reports, staff meeting, in-service, IEPC's, etc.; or to protest the Employer's actions in termination as described in Section "L" above.

### **Section 10: Professional/Paraprofessional Relationship**

- A. In the event a relationship exists between a paraprofessional and his/her professional that is disruptive to classroom operations:
1. Every effort shall be made to resolve the problem informally between the two.
  2. If the problem persists the paraprofessional may bring the matter to the attention of the principal for resolution, accompanied by the building representative if the employee desires.
  3. If the problem continues to persist a conference may be requested with the Director of Center Programs for the purpose of consideration and resolution of the problem, accompanied by the Union President if the employee desires.



## ARTICLE VIII

### CALENDAR, SCHEDULE, HOURS

#### Section 1: Calendar

##### A.

1. The calendar for paraprofessionals shall be the same as the one followed by the professional bargaining unit as it applies to direct work with children. The union president shall meet with the Assistant Superintendent for Personnel & Employee Relations to discuss any changes in the calendar.
2. If alternative scheduling for any program is required for whatever reason when the Professional Chapter and the Employer meet, the Paraprofessional Chapter shall have representatives participating.

##### B. Unpaid Leave for Alternate Program - Four Day Work Week, Lutz School.

1. The request stating the exact dates and the reason for the leave is to be filed with the immediate supervisor not later than April 1st preceding the commencement of the leave if it is to be taken in the ensuing summer. During the rest of the year the filing deadline shall be one month prior to commencement.
2. A replacement can be obtained.
3. The leave shall be in blocks of four consecutive work days. The total shall not exceed two (2) work weeks. Time off shall be scheduled with the immediate supervisor.
4. Not more than twenty-five percent (25%) of paraprofessionals assigned to the building may be away on leave of absence without pay at the same time.
5. In the event there is a conflict in dates, the employee submitting the earliest request shall be given first priority. Should two applications for the same leave be submitted in the same day, then seniority would rule.
6. Employees must indicate their desire in writing by September 15th (or within two (2) weeks of contract ratification) to be considered for Friday service as a substitute. They shall be offered prior to the end of the school year opportunities for such service at least equal in number to the anticipated unpaid leave days. The Employer shall fulfill its obligation in this regard by:

## Article VIII

- a. Offering or attempting to offer substitute opportunities to said employees by telephone at their most recent number listed with Personnel, or
- b. Offering other Friday work as may benefit the needs of the MISD.

### Section 2: Basic Workday

- A. The basic work day shall be the same as the one followed by the professional bargaining unit. The work day will be a continuous seven (7) hour work day as assigned by the principal or director and excluding a duty free lunch period of thirty (30) minutes. Programs that operate beyond the normal school year will have a six hour forty-five (6-3/4) hour work day for the period outside the normal school year.
- B. All paraprofessionals shall be entitled to relief time not to exceed twenty (20) minutes daily. The time of said relief shall be mutually agreed upon by the teacher and paraprofessional. When a classroom or part of a classroom is involved in CBI/Community Based Instruction, any employee who misses their duty free lunch period or break period shall have this time credited for adjustment with the approval of the principal.
- C. Paraprofessionals shall not be solely responsible for loading and unloading buses.

Time within the above workday not spent in the primary functions for which the paraprofessional is employed shall be spent planning, inservice or other related activities as directed by the teacher and/or principal.

### Section 3: Adjusted Day, Compensatory Time and Excess Hours

- A. Adjusted Day

When an employee will be required to work later than normal on a given day, later starting time will be scheduled so that the basic work day will be maintained. Similar arrangements may be made to provide for early starting times. All activity to be included in an adjusted day must take place between 12:01 A.M. and 11:59 P.M. of the same day.

## Article VIII

### B. Compensatory Time

1. Compensatory time earned shall be defined as scheduled time approved in advance by the Director/Supervisor which requires the employee's attendance beyond the basic Macomb Intermediate School District workdays defined in Section 2 above, and which allows absent time on another workday outside instructional hours for extra hours worked today.
2. The Employer shall strive to schedule employees so that earned compensatory time can be adjusted within ten (10) working days of its inception.

### C. Excess Hours

By prior agreement between the principal and the paraprofessional, excess time in lieu of compensatory time and adjusted day may be entered on the employee's time sheet. Employees shall receive straight time for all hours beyond the regular scheduled workday with time and one-half provisions applying for all hours in excess of forty (40) hours during any calendar week.

- D. Compensatory time, adjusted days and excess hours do not include portal-to-portal time.
- E. If extra work is to be accomplished during the regular workday, the principal shall retain for the period of time required for completion of the assigned work, a substitute in the classroom.

## Section 4: Reporting Absences

- A. Employees shall be individually responsible for notifying the District at the earliest possible time when they will be absent in order to give the Employer time to call in substitutes. Emergency situations shall be individually and equitably handled. Failure to follow stipulated procedures shall result in loss of pay for the period of the absence.
- B. Employees may be asked to voluntarily "cover" for another employee who is unavoidably late until such time as a substitute can be called in. The period of such emergency shall not exceed one (1) hour except in extraordinary circumstances.

## Section 5: Substitute Paraprofessionals

- A. The designated substitute shall apply to any paraprofessional who is employed by the Board of Education to fill a temporary vacancy caused by sickness or other leave provisions of this agreement. In the event a paraprofessional is absent and it is known that he/she will be absent for several days, every effort will be made to employ the same substitute during the extended absence.

## Article VIII

- B. When a regular para-professional is used as a substitute in a summer program, that paraprofessional shall be paid at the rate for said summer job including experience credit of the employee.

### **Section 6: Substitute Teacher/Absence**

- A. In the event a classroom teacher is absent, the administration will first attempt to provide a substitute teacher, or an extra paraprofessional unless the number of students is reduced so as to maintain the state mandated adult-to-student ratio. If a teacher is absent for a half day or more and no substitute teacher, or coverage by an ancillary, or reassignment of the entire class to other rooms is provided, the paraprofessional(s) working in the room will receive \$45.00 each as compensation for the additional workload. Ancillary coverage means full time for the day or half day. If the ancillary coverage is sporadic, the paraprofessional(s) will qualify for the \$45.00. Students must be present in the classroom for the paraprofessionals to receive this compensation.
- B. Any paraprofessional with a regular provisional or permanent teaching certificate who is asked to substitute for a teacher will be paid base teacher wages on a per diem basis.
- C. A teacher who takes some students from the classroom and leaves others behind with a paraprofessional will observe state mandated adult-to-student ratios. This may involve reassigning students and paraprofessionals to other classes.
- D. In the event the professional is involved in CBI out of the building more than three (3) hours, the paraprofessional remaining in the classroom will be entitled to a \$45 daily stipend.

### **Section 7: Laundry Service**

Laundry services shall be arranged by the Employer for washable items prescribed for classroom use.

### **Section 8: Required Apparel**

Where an employee is required to enter the therapy pool with members of the class or is required to wear apparel other than gym shoes, the Board shall provide such apparel appropriately sized.

**ARTICLE IX**  
**COMPENSATION**

**Section 1: Salary Considerations**

Annual Salary is determined by daily rate times contractual work days.

**Section 2: College Credit**

College credit (in semester hours) earned by paraprofessionals employed under terms of this agreement shall qualify said paraprofessional for additional annual salary as follows:

A. An additional \$300 above the salary schedule will be paid for a paraprofessional who has earned not less than 15 semester hours in the following curriculum areas:

1. Exceptional Children
2. Arts and Crafts
3. Audio-Visual
4. Recreation for Children (including specific motor development activities)
5. Child Growth and Development
6. Cognitive Impairments (specifically, emphasis on MCI, SCI, SMI, EI, and AI)
7. Behavior Management
8. Music for Cognitively Impaired Students
9. Not more than one (1) course each in Biology and Anatomy
10. Any course listed in the college description as Education or Psychology
11. One (1) course in Behavioral Science
12. One (1) course in First Aid
13. Hygiene/Safety
14. Mathematics
15. Reading
16. World History and/or U. S. History
17. English
18. Introduction to Speech
19. Computer Science

Exceptions may be made for paraprofessionals taking course work related to work they perform in the classroom provided a) the recommendation of their supervisor is obtained, b) prior approval from Personnel is obtained, c) the decision of Personnel shall not be grievable.

B. An additional \$600 above the salary schedule will be paid for a paraprofessional who has earned not less than 30 semester hours of which not less than 18 hours will be in the areas as designated in A. above. *Effective 2007-2008 school year.*

## Article IX

- C. An additional \$850 above the salary schedule will be paid for a paraprofessional who has earned not less than 60 semester hours of college credit under any one of the following two (2) patterns: *Effective 2007-2008 school year.*
  - 1. A two (2) year associate degree from a community college in teacher paraprofessional training, or
  - 2. Not less than 60 semester hours of college credit of which not less than 30 hours will be in the curriculum areas described in points 1-12 under Section A.
- D. An additional \$1,075 above the salary schedule will be paid for a paraprofessional who has earned a college degree in Education, Special Education, Social Work, Physical Therapist, Occupational Therapist, Speech Therapist, or Psychology.
- E.
  - 1. When an employee completes course work in the summer that entitles him/her to a higher rate of pay according to this schedule, he/she shall be paid at the higher rate for the full year if application for such higher rate is made no later than September 30 of that year, provided that satisfactory verification of such achievement is submitted.
  - 2. When an employee completes course work during the fall semester that entitled him/her to a higher rate of pay according to this schedule, he/she shall be paid at the higher rate for one-half year if application for such higher rate is made no later than February 15th of the next succeeding calendar year and provided that satisfactory verification of such achievement is submitted.

### Section 3: License

The Employer shall pay \$200 plus the cost of training and licensing expenses for an employee required to have a chauffeur's license to drive a van, and \$150 for a Water Safety Instruction Certificate (WSI) or a Senior Life Saving Certificate. The payment of the stipend will be made by December 10 of the contract year.

**Section 4: Longevity Compensation Policy**

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment and service with the MISD as recognition of the value of experience gained by such length of service and to encourage same. All employees included in this bargaining unit shall be included in said policy.

A. Basis of longevity compensation is as follows:

1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years continuous employment on or before October 31 of any year.
2. Credit shall be given retroactively for continuous employment years of service by MISD employees existent as of the effective date of this longevity policy.
3. Continuous employment for the purposes of this policy shall not be considered as interrupted when absences arise such as paid holidays, sick leave, unpaid relief time or leave of absence authorized by the Employer, provided such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.
4. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service as per item 1

<b>Continuous years of service on or before October 31</b>		
<u>Step</u>	<u>of each year</u>	<u>Amount</u>
1	5 to 9	\$375
2	10 to 14	\$600
3	15 to 19	\$900
4	20 to 24	\$1100
5	25 & over	\$1300

5. After having met the initial time requirements to be eligible for longevity pay, either full or half longevity payments will be paid in accordance with the following:
  - a. To receive a full longevity payment, an employee must have been physically on the job a minimum of ninety (90) days during the eligible longevity period (November 1 through October 31).

## Article IX

- b. To receive one-half longevity payment, an employee must have been physically on the job a minimum of forty-five (45) days during the eligible longevity period (November 1 through October 31).
- B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.
- C. Computations of longevity compensation shall be made by the Superintendent for the MISD and paid upon approval by the Board of Education of the MISD.
- D. Payments to employees eligible on October 31 of any year shall be due on December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31 of the following year.

### **Section 5: Longevity/Retirement**

Those employees who choose to retire at the end of the school year (June 30 or end of Extended Year Calendar) directly onto the Michigan Public School Retirement System and who are eligible for longevity payment will receive their longevity stipend as soon as practical following the last day of work.

### **Section 6: Paychecks**

- A. Paychecks will be issued biweekly on Fridays, except where alternative programming necessitates issuance on Thursdays.
- B. Salaries for the 186 day year will be paid in 22 equal biweekly installments except for employees on an alternative programming schedule. Salaries for the 206 and 214 day year, as well as for employees on an alternative programming schedule, will be paid either in 26 or 27 equal biweekly installments depending upon the number of regular paydays which occur within the contract year.
- C. Employees on the 186 day (5 day week) calendar who so request (on appropriate forms furnished by the administration, prior to the beginning of the school year) shall be paid in 26 or 27 equal installments depending upon the number of regular paydays which occur within the contract year.



**Section 7: Salary Computation and Adjustment**

- A. **COMPUTATION:** Contract salaries shall be determined by daily rate times contractual work days.
  - 1. For an employee working with the Autistically Impaired Program, the work year will be 199 days in 2011-2012 school year and 192 days thereafter.
  - 2. For an employee working with Severely Cognitively Impaired and in the Severely Multiply Impaired rooms, the work year shall be 207 days in the 2011/2012 school year and 203 days thereafter.
  - 3. For all other paraprofessionals the work year shall be 186 days.
  
- B. **SALARY ADJUSTMENT:** Any salary adjustment made (dock, overtime, subbing) shall be computed by yearly salary divided by number of days in school year.

**EXAMPLE:**

- 1. Any payroll adjustment for employees on the 186-day calendar shall be computed at the daily rate of 1/186<sup>th</sup> of the employee's eligible step on the salary schedule.
  
- C. **CREDIT FOR WORK EXPERIENCE:** For new employees, work experience with cognitively impaired children will be allowed on the basis of full credit on the salary grid when said prior work experience is accepted by the Assistant Superintendent for Personnel. In the event Macomb Intermediate School District assumes a program from another school or agency, full credit for comparable experience will be allowed.

## Article IX

### Section 8: Union Business Days

The chairperson shall be released for union business three (3) days per month.

- A. The Union shall reimburse the MISD for the chairperson's salary on his/her days off.
- B. The day off shall be scheduled at least one day in advance.
- C. Since the Chapter Chairperson's duties preclude him/her from being released from his/her work assignment during normal work hours the Employer will pay two (2) hours weekly in addition to the regularly earned hours for carrying out his/her union obligations.

### Section 9: Union Days

Up to twenty-five (25) union days per year may be scheduled by the union president for use by individual bargaining unit employees. The union shall reimburse the district for the cost of any substitute. No individual employee shall use more than ten (10) of the days.

### Section 10: Payroll Deductions

All authorizations for payroll deductions will be made on forms and shall be available for:

- A. Union dues per Article I, Section 6.
- B. United States Bonds
- C. Credit Union
- D. United Foundation
- E. Any mutually agreed upon items
- F. Tax Sheltered Annuities

**Section 11: Insurance Protection**

The Employer agrees to furnish to all employees the following insurance protection:

A. MEDICAL INSURANCE

OPTION I

BCBSM Community Blue PPO with \$35 co-pay on office visits, \$50 co-pay urgent care visits, and a \$250 emergency room co-pay. A \$250/\$500 deductible 80% co-insurance in network. Rx: \$10/\$40/\$60 co-pay, mail order Rx: 2 co-pays for 90 day supply (MOPD2).

Employees will contribute to their medical health care premiums as follows:

September 1, 2011 12% of monthly plan premium.

September 1, 2012 11% of monthly plan premium

September 1, 2013 10% of monthly plan premium

OPTION II

Blue Care Network HMO with \$25 co-pay on office visits, \$40 co-pay urgent care visits, and a \$150 emergency room co-pay. A \$200/\$400 deductible 90% co-insurance in network. Rx: \$10/\$30/\$50 co-pay, mail order Rx: 2 co-pays for 90 day supply (MOPD2).

Employees will contribute to their medical health care premiums as follows:

September 1, 2011 12% of monthly plan premium.

September 1, 2012 11% of monthly plan premium

September 1, 2013 10% of monthly plan premium

Option III

Health Alliance Plan HMO with \$25 co-pay on office visits, \$40 co-pay urgent care visits, and a \$150 emergency room co-pay. A \$200/\$400 deductible 90% co-insurance in network. Rx: \$10/\$30/\$50 co-pay, mail order Rx: 2 co-pays for 90 day supply (MOPD2).

Employees will contribute to their medical health care premiums as follows:

September 1, 2011 12% of monthly plan premium.

September 1, 2012 11% of monthly plan premium

September 1, 2013 10% of monthly plan premium

NOTE: Employees hired after 6/15/2011 may choose Option II (BCN) or Option III (HMO) for healthcare coverage.

## Article IX

### B. DENTAL

1. The Board shall provide dental insurance without cost to the employee up to a maximum of \$22.51 premium per month.
2. 100% of Class A Services (routine oral exams and emergency palliative); 50% of Class B Services (periodontics, including additional cleanings, endodontics, extractions, fillings); 100% of Class Ba Services (X-ray); 50% of Class C Services (prosthetics); 50% of Class D Services (Orthodontics). An annual individual maximum of \$750 for Classes A, B and C Services and a \$1,000 lifetime individual maximum of Class D Services.

### C. OPTICAL

Optical - The employer shall provide optical with the following features:

#### **Optical Insurance**

The employer shall provide optical with the following features:

**12 MONTHS BENEFITS INCLUDE:** A complete eye examination by a licensed doctor of optometry, including screening for glaucoma.

Lenses in glass or plastic – with significant prescription change: Single Vision, Bifocal (up to FT28), Trifocal (up to 7 x 25) and Lenticular

**TINTS:** Scratch-resistant coatings and UV are covered in full.

**24 MONTHS BENEFITS INCLUDE:** The preceding benefits plus:

Lenses as previously described, no prescription change required.

**FRAME ALLOWANCE:** \$98.00

**CONTACT LENS ALLOWANCE:** A \$130.00 credit toward the contact lens examination and the cost of contact lenses.

Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college students up to age 25.

If a patient selects an item not covered by the program or in excess of the programs benefit levels, the patient will be charged only the difference between the benefit allowance and the cost of the selected item.

## Article IX

### D. LIFE INSURANCE

The Board shall provide without cost to the employee, group life insurance protection which shall pay to the employee's designated beneficiary, the sum of thirty thousand dollars (\$30,000) upon his/her death; provided further, that protection shall pay an additional ten thousand dollars (\$10,000) in the event of accidental death. The Board shall name the carrier, provided that coverage is equal to or better than that stipulated herein.

### E. Part Time Employee. Prorated Salary/Health Care

Employees who work a part time schedule shall receive a prorated annual salary. Such employees will also receive prorated health care insurance benefits as described in Section 3 of this Article in accordance with the following formula:

1. No contribution will be made for those scheduled for less than three-fifths (3/5) of a regular week.
2. Those scheduled for three-fifths (3/5) or more of a regular week will have the full contribution made in their behalf.

### F. Discontinuance of Premium Payment

The MISD will discontinue the payment of premiums on health, optical, dental and life insurance after two years from the time the employee is placed on disability or Worker's Compensation.

### G. Comparable Medical Coverage

The Employer shall not provide Blue Cross/Blue Shield insurance to an employee who received comparable coverage under the policy of his/her spouse. Each employee shall execute the following form and turn it into the Personnel Office within one month after ratification of this agreement or within one month of employment, whichever is later.

## **BLUE CROSS/BLUE SHIELD COVERAGE**

The undersigned, a member of the bargaining unit represented by the Macomb Intermediate Federation of Paraprofessionals, affirms as a condition of continued employment by the Macomb Intermediate School District, that he/she has no other insurance coverage similar to the hospital medical insurance coverage provided under the collective bargaining agreement between the MISD and the MIFP pursuant to a plan held by his/her spouse.

In the event such second coverage does exist, the undersigned shall either elect continued coverage under the MISD Blue Cross/Blue Shield plan or notify the Employer, in writing, that he/she elects to be covered under said second insurance policy. The penalty for continued double coverage in violation of this agreement shall be prompt reimbursement to the Employer

## Article IX

of all premiums paid by said Employer for Blue Cross/Blue Shield coverage from the effective date of such coverage or the date of this agreement, whichever is later.

Notwithstanding the foregoing, if the coverage by a spouse of the undersigned is terminated at any time for layoff, discharge or termination of employment, the Blue Cross/Blue Shield insurance coverage granted under the collective bargaining agreement noted above shall begin or be reinstated immediately upon notification to the Employer.

### **Section 12: Administration of Insurance**

Administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier.

### **Section 13: Automobile Allowance**

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for contract employees, providing that such use shall be previously authorized in writing by the Employee's designate.

### **Section 14: Health Provisions**

Each new employee, at the discretion of the Board shall, prior to entering upon his/her employment, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense. The foregoing provision may, at the Employer's option, be invoked relative to those employees returning to employment from extended leave of absence or sick leave.

- A. Any health examinations required for initial employment or periodically required to maintain employment shall be paid for by the Employer.
- B. The state examination for freedom from T.B. will be provided by the Board at a time and place to be announced by the administration. Persons who participate in this examination will do so without charge to themselves; however, those who fail to participate will be responsible for providing, at their expense, proof of freedom from T.B. annually. In the event the skin test is not applicable to an individual employee for medical reasons, the Employer will pay for an x-ray provided said x-ray is taken at the place and under the terms as prescribed by the Employer.
- C. An employee, at his/her option, shall be permitted to leave work thirty (30) minutes early, after instructional time, to take advantage of the services of the Health Department, i.e. (to obtain tests to determine susceptibility to infection or disease and/or to obtain needed preventive inoculation(s) subject to the following conditions:
  1. Early departure shall be limited to twice yearly; and
  2. Shall require principal's prior approval; and

## Article IX

3. Shall require verification of the visit by the Health Department.
- D. The Employer agrees to pay a doctor's fee for an initial visit occasioned by the contacting of a disease caused by direct exposure to children. This provision shall be subject to the following qualifications:
1. An MISD nurse must verify the major exposure was while in the performance of MISD duties to children served by the MISD.
  2. No respiratory illnesses shall qualify.
  3. Reimbursement shall only be for the first visit to the doctor.
  4. Reimbursement shall be for the full amount of the fee but not more than \$20.00, but in no event shall the employer reimburse any cost which has been or could be covered by insurance.
  5. Employee must submit a copy of the doctor bill in order to obtain reimbursement.
  6. This provision applies only to employees who spend a majority of their time in contact with children enrolled in any MISD operated program for the moderately cognitively, severely cognitively impaired, severely multiply impaired, severely emotionally impaired, or autistic classroom.

### Section 15: Insurance for Retirees

An employee with ten (10) years' seniority at Macomb Intermediate School District who retires directly onto the state retirement plan from the district shall be eligible to participate in life insurance, dental and optical groups provided:

- A. The insurance company(ies) agree to accept retirees in the group.
- B. Life insurance shall be capped at \$10,000.
- C. The retiree prepays life insurance premiums annually, and dental and optical premiums quarterly directly to the employer.

**ARTICLE X**

**ABSENCES**

**Section 1: Personal Illness**

Full time employees shall be permitted to be absent from their duties without loss of pay because of personal illness subject to the following conditions:

- A. Employees shall be granted absences as follows:
  - 1. One hundred eighty-six (186) day employees shall be granted six (6) days per year credited to his/her account on the first day he/she reports for duty each year. Said days are not accumulative from year to year.
  - 2. One hundred ninety two (192) - Two hundred six (206) day/AI employees shall be granted seven (7) days per year credited to his/her account on the first day he/she reports for duty each year. Said days are not accumulative from year to year.
  - 3. Two hundred three (203) - Two hundred fourteen (214) day/SCI and SXI employees shall be granted eight (8) days per year credited to his/her account on the first day he/she reports for duty each year. Said days are not accumulative from year to year.
  
- B. \*Commencing with the sixth (6th) consecutive day for one hundred eighty-six (186) day employees, the seventh (7th) consecutive day for the AI/one hundred ninety two (192) day employees, and the eighth (8th) consecutive day for the SCI and SXI/two hundred and three (203) day employees, the Employer shall provide income protection insurance without cost to the employee for all full time employees covered under this section in accordance with the following provisions:
  - 1. Seventy percent (70%) of income to maximum of \$2,200 per month for fifty-two (52) weeks in case of sickness or accident. Benefits shall begin the first day of hospitalization or outpatient surgery, or on sixth (6<sup>th</sup>) consecutive, seventh (7<sup>th</sup>) consecutive, or eighth (8<sup>th</sup>) consecutive (as determined by the employee's work year) workday of illness in any current year.

\*Income protection consistent with work days:

	<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
AI	206	199	192
SCI/SXI	214	207	203

NOTE: Employee may use a Personal Business Day to cover absence due to Personal/Family Illness



**Article X**

2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of sixty percent (60%) of salary, to a maximum of \$1,900 per month at no cost to the employee according to the following schedule:

Duration of Benefits Age at Disablement	In Years
Less than 60	To age 65
61	5 years
62	4 years
63	3-1/2 years
64	3 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 or until age 70

3. Insurance carrier to be selected by the Board of Education. Administration of insurance benefits will be determined by the terms and conditions set forth by the insurance carrier. Employees are subject to pre-existing condition exclusion for long term disability payments, if state or federal laws permit.
  4. All deductions made for absence covered under said insurance policy shall be made from the paycheck as soon as practical following the payroll period during which such absence occurred.
  5. The Superintendent shall attempt to have uniform arrangements for verification of sickness at all nursing homes and shall work with the insurance company to develop procedures for such verification at the remaining work sites that will be acceptable to all parties involved including the Board of Education and the insurance underwriter.
- C. Under the provisions of this section, the Employer may require the employee to be examined by a physician or medical facility selected by the Employer. In the event the employee's physician disagrees with the Employer's, a third physician may be selected by the parties.
- D. In the event that an employee uses sick leave for any other reason not in accordance with the above sections, that employee may be subject to disciplinary action in accordance with substantive due process.

## Article X

- E. Absences of less than seven (7) days resulting from minor personal injury arising out of and in the course of employment with MISD shall not be deducted from the five (5) allowable days of absence, providing the employee files at the Superintendent's office within three (3) days of the injury, a statement from his/her doctor stating number of days he/she will be unable to work
- F. Absences resulting from a major personal injury arising out of and in the course of employment with the MISD which entitles the injured employee to compensation under the provisions of the Workman's Compensation Act, shall be considered as follows:

The Employer shall pay the difference between the amount paid to him/her by Workman's Compensation Insurance and his/her regular salary for a period not to exceed the five (5) allowable days of absence, provided that the employee turns into the Superintendent's office for recording, all Workman's Compensation checks received from the date of the injury to the expiration of the five (5) allowable days of absence.
- G. Paraprofessionals will not be charged sick leave due to absence from their jobs for a reason of illness definitely established as contracted from their students as a result of their employment, from the following list: mumps, measles, chicken pox, scarlet fever, conjunctivitis pink eye, impetigo, rubella, scabies. A physician's statement will be submitted upon request.
- H. At the end of each extended school year, employees shall be reimbursed at the rate of 50% of an employee's daily rate for each unused (minimum one (1) day) sick day not to exceed \$100 per day. Employee must be physically on the job for a minimum of ninety (90) days during a school year in order to be eligible for payment.

### **Section 2: Illness in Immediate Family**

Employees shall be permitted to be absent from their duties from the MISD without loss of pay because of illness in the immediate family, subject to the following considerations:

- A. A maximum of four (4) days annually may be used, chargeable against accumulated allowable days of absence as defined in Section 1, paragraph A of this Article.
- B. Immediate family for purposes of this section shall be defined as parents, grandparents, spouse, children, siblings, mother and father-in-law, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his/her home with the employee or lives separately and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee.
- C. Absences shall be considered as necessary only when no other arrangements for care are possible.

## Article X

- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- E. In all cases "other arrangements" are usually considered possible within two (2) days after the emergency.

### Section 3: Bereavement

- A. Employees shall be granted up to seven (7) calendar days leave immediately following a death in the immediate family. Immediate family for purposes of this section shall be defined as parents, grandparents, spouse, children, siblings, grandchildren, step-parents, step-children, son and/or daughter-in-law, mother and father-in-law, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his/her home with the employee and in the judgment of the Superintendent, or his/her designee, is economically, emotionally and socially dependent on the employee. The Superintendent, or his/her designee, may grant a one (1) day leave to attend the funeral of a relative or close friend, or personal/professional associate. Such leave shall not be deductible from the sick leave allowance.
- B. The Superintendent, or his/her designee, may extend these provisions in instances when, in his/her judgment, the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

### Section 4: Personal Business

Employees shall be permitted to be absent from their duties without loss of pay for reasons of personal business, subject to the following conditions:

- A. Maximum of two (2) days each year not chargeable against accumulated allowable days as provided in Section 1 of this Article shall be granted. Unused days shall not accumulate. At the end of each extended school year, employees shall be reimbursed at the rate of 50% of an employee's daily rate for each unused personal day (minimum one (1) day) not to exceed \$100. Employee must be physically on the job for a minimum of ninety (90) days during a school year in order to be eligible for payment.
- B. Personal business shall be defined as that activity which requires the presence of the employee, the timing of which is beyond the control of the employee and reasonably cannot be conducted at any time other than during the duty day.
  - 1. Advance written notice of personal leave time shall be submitted to the employee's immediate supervisor, which notice shall state the reason for the leave. Exceptions to the requirement for prior written notice shall be made only in cases of emergency.

## Article X

2. Requests for personal leave time arising out of employment elsewhere shall not be approved.

C. Personal time granted under this Section shall be in half-day blocks.

### **Section 5: Workshops, Conventions, Conferences and Visitations**

Employees who are asked by the Employer to represent the MISD at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.

### **Section 6: Family Medical Leave (FMLA)**

It is understood that the employee's rights, established under the Family Medical Leave Act are not diminished by this Agreement.

## **ARTICLE XI**

### **LEAVES**

#### **Section 1: Jury Duty**

An employee who serves on jury duty and/or is subpoenaed in the course of employment as determined by the employer, shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs jury duty or is subpoenaed and on which he/she otherwise would have been scheduled to work, provided any payment received shall be deducted from his/her salary.

#### **Section 2: Maternity Leave**

The Board shall grant any pregnant employee leave of absence upon written request, subject to the following provisions:

- A. The employee and her physician shall determine when the leave shall commence. The employee then shall promptly furnish a doctor's letter stipulating the commencement date and indicating the employee's physical fitness to work until the commencement day.
- B. If this date is prior to the fifth (5th) month of pregnancy, the Board reserves the rights to either (1) request a detailed written report of the pregnancy and conditions requiring such a leave or (2) request an examination and report by an outside physician selected by the Board.
- C. The leave shall not take effect until all Board granted days have been exhausted.
- D. After Board granted sick days have been exhausted an employee shall be eligible for income protection benefits as set forth in Article X, Section 1B.
- E. Maternity leave shall cover the time during which an employee is physically unable to perform her duties. An employee desiring a parental leave shall then make such request pursuant to Section 3 of this Article if she has not already done so when applying for maternity leave.

#### **Section 3: Parental Leave**

- A. An employee may request an unpaid parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted by the Board of Education under the provisions of Article XI, Section 5, except that such leaves may be as nearly as possible for one calendar year inclusive of maternity leave. A one year extension may be granted at the discretion of the Board of Education.

## Article XI

- B. The Board shall pay three (3) monthly premiums for medical, dental, optical, and term life insurance commencing with the first day of the parental leave after the beginning of the leave.
- C. An employee may return to work early from a parental leave by giving twenty (20) working days written notice.

### **Section 4: Extended Health Leave**

- A. Extended health leave due to physical or mental causes not falling within the sick leave policy may be granted upon request by the employee, provided the criteria used in granting such leaves shall be uniformly applied to all applicants. Such requests shall be in writing to the Superintendent and shall be accompanied by a written evaluation by the attending physician. Such extended health leave may be considered for renewal annually.
- B. If extended health leave is granted without benefit of written request, or in the absence of written request by the employee, no final action shall be undertaken until the Union has had the opportunity to verify that all rights the employee may have accrued under this agreement have been protected, provided such time allocated to said Union to make such verification shall not exceed fifteen (15) calendar days.

### **Section 5: Application for Leaves of Absence**

Requests for extended leave of absence shall be submitted to the Superintendent at least one (1) month prior to the time of the leave, but not later than June 30, except that this provision does not apply to those leaves that have starting times determined by the nature of the leave.

### **Section 6: Extensions and Early Return Requests**

Requests for extensions of leave or notice of intention to return must be made in writing and submitted at least sixty (60) calendar days before the end of the leave. Any employees on leave as of June 15th will provide notice to Personnel of their intent to return for the coming school year or will request an extension on that date. Failure to provide such notice or to return after termination date of leave will constitute termination of employment.

### **Section 7: Benefits During Leave of Absence**

Employees on unpaid leave of absence shall not be eligible for Board paid fringe benefits. Employees on unpaid leaves shall have the right to continue fringe benefits if they forward timely premium payments to the MISD. The MISD shall arrange premium payment procedure.

**Section 8: Employment While on Leave From MISD**

No leave shall be granted for the purpose of employment elsewhere. An employee on leave from the MISD who is found to be otherwise employed full time during the employee's regularly scheduled working hours shall be terminated, except that an employee on educational leave may retain his/her employment at the employer's discretion.

NOTE: For clarification, it is understood that this section applies to sick leave and leaves under the Family Medical Leave Act and Workers' Compensation.

**Section 9: Return from Leaves**

The beginning and termination dates of all leaves shall be determined at the time of granting except for emergency leaves where the termination date is not known at the time of granting.

- A. During an authorized leave of one calendar year or less an employee's position should be regarded as frozen, exempt from transfers and postings. Upon return from an authorized leave of one calendar year or less an employee shall return to his/her former position.
- B. During the aforementioned one calendar year, the administration may cover the job with a substitute or may hire an employee pursuant to the following conditions:
  - 1. The employee hired shall serve the normal probationary period.
  - 2. The employee hired shall be restricted from requesting transfers or bidding on postings until such time as the leave which created the position is terminated, unless the administration waives this restriction.
  - 3. During a reduction in force, the position shall no longer be frozen but shall be subject to the provisions of Article VII, Section 5. An employee subsequently returning from leave shall, if his/her replacement has been displaced, exercise seniority rights under Article VII, Section 5.
- C. During an authorized leave of more than one calendar year, the vacated position shall be opened for transfer per Article VII, Section 2. If the master list has been exhausted, then the Employer may fill the position with a new hire.
  - 1. On return from any extended leave an employee shall bump into division according to Article VII, Section 6, paragraph C2.
  - 2. If the Employer has been unable to fill the position by transfer or with a new hire, the returning employee shall displace the substitute and return to his/her former position.

## Article XI

- D. A new hire displaced under B or C above will exercise bump rights per Article VII, Section 6.

### **Section 10: Educational Leave**

An employee with two (2) or more years seniority may be granted an unpaid educational leave. Said leaves shall not exceed one (1) year. Thereafter an employee shall be ineligible for consideration for another study/travel leave until such time as he/she has actually worked another three (3) school years.

### **Section 11: Unpaid Relief Time for Extended Year Employees**

- A. Staff working the extended year day calendar may request leave of absence without pay subject to the following conditions:
1. The request stating the exact dates and the reason for the leave is to be filed with the immediate supervisor not later than April 1st preceding the commencement of the leave if it is to be taken in the ensuing summer. During the rest of the year the filing deadline shall be one month prior to commencement.
  2. A replacement can be obtained who, in the judgment of the Superintendent, is qualified.
  3. The leave shall be in blocks of one work week (consecutive work days). The total shall not exceed two (2) work weeks of consecutive work days. Time off shall be scheduled with the immediate supervisor.
  4. At least one regular staff person assigned to that classroom must be available for coverage. (Where there is only one paraprofessional in a room, the administrator may decide to waive this provision and allow the individual to take unpaid relief time if a detriment to the program does not result.)
  5. In event there is a conflict in dates, the principal shall resolve the conflict. In making his/her judgment he/she shall consider the dates the requests were submitted and which paraprofessional had been on leave most recently.
  6. During the first year of employment an employee's eligibility for unpaid leave shall be according to the following schedule:
    - a. Under 6 months - no unpaid leave
    - b. 6-12 months - 2 weeks unpaid leave



## **Article XI**

- B. Anyone who is taking an unpaid leave during the school year will be granted the opportunity to have the remainder of his/her paychecks adjusted to reflect the leave, if the employee submits by August 1<sup>st</sup> the proposed schedule of leave days to the Assistant Superintendent for Personnel & Employee Relations.

### **Section 12: Unpaid Leave**

Unpaid leave for 186 day staff may be granted by the Board.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

#### **Section 1: Damage to Personal Property**

The Macomb Intermediate School District may reimburse an employee who suffers damage to personal property caused by the actions of a student in an operations location up to forty dollars (\$40.00) per item (excepting glasses) subject to the following provisions:

- A. This section applies to glasses and clothing damaged in school, on field trips or any other assigned duties, and to other personal property used for educational instruction when written approval for such use is obtained in advance from the principal.
- B. There must be no negligence on the part of the employee.
- C. The only appeal for a decision by the administration not to reimburse shall be to the Board of Education which decision shall be final.
- D. The decisions of the Superintendent and/or Board shall not be grievable.

#### **Section 2: Smocks**

The Employer will provide cover-up smocks for bus duty.

#### **Section 3: Snow Days**

- A. On any day when school sessions are scheduled but that schedule is cancelled by the Superintendent due to weather or other conditions beyond control and this official closing is announced on a major Detroit area radio or TV station, then the following provisions for paraprofessionals' pay will prevail:
  - 1. If the announcement states that schools are closed, paraprofessionals are not to report and will receive full pay.
  - 2. Paraprofessionals who work with students will not be required to report to their work assignment on snow days if all center-based programs are closed.
  - 3. The first two (2) days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities, shall be counted as days of pupil instruction, and shall not be made up by students or staff.

## Article XII

4. Subsequent such days shall not be counted as days of pupil instruction and shall be made up by students and staff.
5. Make up days may be scheduled during Winter Recess, Midwinter Break, Spring Recess, Summer, or Summer Recess.
6. Inasmuch as make up days will have been paid for in advance (at the time of the snow day), Trustmark, Board paid sick days, and Board paid personal business days will not be used to cover absences on a make up day. Instead, if a paraprofessional is absent on a make up day, an additional day's work will be scheduled by the district and performed by the para-professional prior to the start of the next school year, or the para-professional shall be docked at that time.
7. The above provisions, 2 through 5, shall be in effect only so long as state of federal law mandates.
8. If the announcement states that schools are closed and paraprofessionals are to report, then paraprofessionals must report. If a paraprofessional is unable to report he/she may be paid for such absence by using a personal business day or compensatory time.

### Section 4: Evaluation

Each paraprofessional will be evaluated at least bi-annually. New paraprofessional employees will be evaluated prior to the end of the ninety (90) day probationary period and at least bi-annually thereafter. All observations of the employee's performance shall be conducted openly and with full knowledge of the employee. General procedure following evaluation is as follows:

- A. After the principal and/or assistant visits the classroom and discusses the paraprofessional's service with the teacher in charge, he/she shall hold a conference with the paraprofessional at which time the evaluation is discussed. At the option of either the principal or the paraprofessional, the teacher in charge may also be called upon to attend the conference relative to the evaluation.
- B. Upon completion of the evaluation, the paraprofessional shall read and sign both copies of the evaluation and will retain one copy for his/her personal file; remaining copy will become part of the MISD personnel records.

**Section 5: Supporting Student Behavior**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to staff with respect to the maintenance of control and discipline in the classroom. When appropriate, the services of special counseling, social workers, law enforcement personnel, physicians and other professionals shall be provided to assist the classroom staff.
- B. Paraprofessionals may use only such force as is necessary to protect themselves from attack or to prevent injury to a student pursuant to State of Michigan General School Laws, Section 380.1312.
- C. Chronic/Bizarre acting out behavior shall be reported to the teacher.
- D. It shall be the responsibility of the principal to conduct necessary investigations thoroughly and fairly. It shall be the responsibility of the paraprofessional to cooperate and assist in such investigations.

**Section 6: Health and Safety Committee**

The Union and administration will together establish a committee which will investigate health and safety issues of concern to bargaining unit members.

The committee will be made up of two (2) members selected by the Union (MIFT), two (2) members selected by the Paraprofessional Union, and two (2) members selected by Administration.

The committee will meet a minimum of six times per year. Additional meeting may be scheduled by the consensus.

The committee may invite such expertise as may be needed. Additionally, if building and grounds conditions are placed on the agenda, the Supervisor of Building and Grounds shall attend the meeting in a non-voting capacity.

The committee, acting by consensus, shall make recommendations directly to the superintendent on policies and procedures which are related to bargaining unit members.

- A. Upon receiving recommendations from the committee, the superintendent has twenty (20) days to decide:
  - 1. If the recommendation is approved, the superintendent will notify the appropriate department/building supervisor within 15 days. That supervisor has 25 days to implement the recommendations.
    - a. If the recommendation has not been implemented by the appropriate supervisor, a member of the Health and Safety Committee will notify the

## **Article XII**

superintendent. The superintendent will have five (5) days to respond to the supervisor's action.

2. If the recommendation is rejected, the superintendent will forward to the committee the reasons for the rejection.
  - a. The committee has the option of revising the recommendation and to resubmit it to the superintendent for his/her action.
3. The superintendent may make a request that more time is needed to make a decision.

### **Section 7: Public Health and Communicable Disease**

1. Public Health rules regarding communicable diseases will be adhered to.
2. Information pertaining to communicable diseases such as incubation period, contagious periods, and health related concerns (including disinfectant procedures) will be made available annually. The MISD Communicable Disease Policy will be made available to the paraprofessional union president at the beginning of each school year along with any updates throughout the school year.
3. In the event the Board of Education authorizes the development or revision of Board Policies and/or procedures dealing with communicable diseases, the employer will provide the Union, prior to adoption or implementation, with notice and opportunity to be involved in the development of said policies and/or procedures as they impact the working conditions and health and safety of the paraprofessionals.

DURATION OF AGREEMENT


This agreement shall become effective on August 30, 2011, and shall continue in full force and effect until August 31, 2014, and from year to year thereafter.

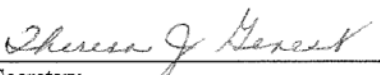
In the event either party wishes to terminate this agreement, or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this agreement. The modification or amendment of any specific article or clause shall not affect the remainder of this contract.

If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.


IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, and Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT as directed and authorized by the Board of Education of said INTERMEDIATE SCHOOL DISTRICT and the MACOMB INTERMEDIATE FEDERATION OF PARAPROFESSIONALS, MIFP LOCAL 6216, has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.


BOARD OF EDUCATION  
MACOMB INTERMEDIATE  
SCHOOL DISTRICT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

MACOMB INTERMEDIATE FEDERATION  
OF PARAPROFESSIONALS  
MIFP LOCAL 6216

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

P.A. 4 of 2011

This entire Agreement or specific provisions of the Agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act.

## **APPENDIX**

### **STIPEND**

Parent Teacher Conference for school programs: \$100.00 (If requested by Administrator)

Note 1: District shall reserve the right to reopen contract in response to any changes to state law regarding services to students with disabilities ages 22 – 26.

**2011-2012 PARAPROFESSIONAL SALARY SCHEDULE**

<b>MODERATELY COGNITIVELY IMPAIRED AND SEVERELY EMOTIONALLY IMPAIRED 186 DAY</b>		<b>SEVERELY MULTIPLY IMPAIRED AND POOL/INSTRUCTIONAL 207 DAY</b>
<b>Base</b>	<b>20,735</b>	<b>23,076</b>
<b>Step 1</b>	<b>21,557</b>	<b>23,991</b>
<b>Step 2</b>	<b>22,394</b>	<b>24,923</b>
<b>Step 3</b>	<b>23,209</b>	<b>25,829</b>
<b>Step 4</b>	<b>24,039</b>	<b>26,753</b>
<b>Step 5</b>	<b>24,872</b>	<b>27,680</b>
<b>Step 6</b>	<b>25,698</b>	<b>28,599</b>
<b>Step 7</b>	<b>26,525</b>	<b>29,520</b>
<b>Step 8</b>	<b>26,791</b>	<b>29,816</b>

<b>AUTISTIC PROGRAM 199 DAY</b>	
<b>Base</b>	<b>22,185</b>
<b>Step 1</b>	<b>23,064</b>
<b>Step 2</b>	<b>23,960</b>
<b>Step 3</b>	<b>24,831</b>
<b>Step 4</b>	<b>25,719</b>
<b>Step 5</b>	<b>26,610</b>
<b>Step 6</b>	<b>27,494</b>
<b>Step 7</b>	<b>28,379</b>
<b>Step 8</b>	<b>28,664</b>

NOTE: Salary schedule for employees hired after 6/15/2011 equals Base to Step 4 as adjusted.



**2012-2013 PARAPROFESSIONAL SALARY SCHEDULE**

<b>MODERATELY COGNITIVELY IMPAIRED AND SEVERELY EMOTIONALLY IMPAIRED 186 DAY</b>		<b>SEVERELY MULTIPLY IMPAIRED AND POOL/INSTRUCTIONAL 203 DAY</b>
<b>Base</b>	<b>20,114</b>	<b>21,952</b>
<b>Step 1</b>	<b>20,910</b>	<b>22,821</b>
<b>Step 2</b>	<b>21,723</b>	<b>23,708</b>
<b>Step 3</b>	<b>22,513</b>	<b>24,571</b>
<b>Step 4</b>	<b>23,317</b>	<b>25,448</b>
<b>Step 5</b>	<b>24,126</b>	<b>26,331</b>
<b>Step 6</b>	<b>24,928</b>	<b>27,206</b>
<b>Step 7</b>	<b>25,729</b>	<b>28,081</b>
<b>Step 8</b>	<b>25,988</b>	<b>28,363</b>

<b>AUTISTIC PROGRAM 192 DAY</b>	
<b>Base</b>	<b>20,763</b>
<b>Step 1</b>	<b>21,585</b>
<b>Step 2</b>	<b>22,424</b>
<b>Step 3</b>	<b>23,240</b>
<b>Step 4</b>	<b>24,069</b>
<b>Step 5</b>	<b>24,904</b>
<b>Step 6</b>	<b>25,732</b>
<b>Step 7</b>	<b>26,559</b>
<b>Step 8</b>	<b>26,826</b>

NOTE: Salary schedule for employees hired after 6/15/2011 equals Base to Step 4 as adjusted.

**2013-2014 PARAPROFESSIONAL SALARY SCHEDULE**

<b>MODERATELY COGNITIVELY IMPAIRED AND SEVERELY EMOTIONALLY IMPAIRED 186 DAY</b>		<b>SEVERELY MULTIPLY IMPAIRED AND POOL/INSTRUCTIONAL 203 DAY</b>
<b>Base</b>	<b>19,511</b>	<b>21,295</b>
<b>Step 1</b>	<b>20,283</b>	<b>22,137</b>
<b>Step 2</b>	<b>21,072</b>	<b>22,998</b>
<b>Step 3</b>	<b>21,838</b>	<b>23,834</b>
<b>Step 4</b>	<b>22,618</b>	<b>24,685</b>
<b>Step 5</b>	<b>23,403</b>	<b>25,541</b>
<b>Step 6</b>	<b>24,180</b>	<b>26,390</b>
<b>Step 7</b>	<b>24,957</b>	<b>27,239</b>
<b>Step 8</b>	<b>25,209</b>	<b>27,513</b>

<b>AUTISTIC PROGRAM 192 DAY</b>	
<b>Base</b>	<b>20,141</b>
<b>Step 1</b>	<b>20,938</b>
<b>Step 2</b>	<b>21,752</b>
<b>Step 3</b>	<b>22,543</b>
<b>Step 4</b>	<b>23,347</b>
<b>Step 5</b>	<b>24,157</b>
<b>Step 6</b>	<b>24,960</b>
<b>Step 7</b>	<b>25,763</b>
<b>Step 8</b>	<b>26,022</b>

NOTE: Salary schedule for employees hired after 6/15/2011 equals Base to Step 4 as adjusted.

**2011 – 2012 SCHOOL CALENDAR**  
**REVISED 186 DAYS REVISED**

Professional Development – Staff Full Day (no students)	Tuesday, August 30, 2011
Professional Development – Staff Full Day (no students)	Wednesday, August 31, 2011
School Year Begins – Program Development Day (no students)	Tuesday, September 6, 2011
<b>Classes Start: All Day</b>	<b>Wednesday, September 7, 2011</b>
<b>Opening Day Orientation: AM (no students)</b> Professional Development: PM (no students)	<b>Friday, September 16, 2011</b>
Half Day of School - Student Records	Tuesday, November 8, 2011
Thanksgiving Recess Begins <b>Return to Work</b>	Wednesday, November 23, 2011 <b>Monday, November 28, 2011</b>
Christmas Recess Begins: <b>Return to Work</b>	Thursday, December 22, 2011 <b>Wednesday, January 4, 2012</b>
Professional Development – Staff Full Day (no students)	Monday, January 16, 2012
Half Day of School - Student Records	Thursday, January 26, 2012
<b>Mid-Winter Recess Begins:</b> <b>Return to Work</b>	<b>Monday, February 20, 2012</b> <b>Wednesday, February 22, 2012</b>
Professional Development – Staff Full Day (no students)	Wednesday, March 14, 2012
<b>Easter Recess Begins:</b> <b>Return to Work</b>	<b>Monday, April 2, 2012</b> <b>Monday, April 9, 2012</b>
<b>Memorial Day: No School</b>	<b>Monday, May 28, 2012</b>
<b>Last Day of School:</b>	<b>Friday, June 15, 2012</b>

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)

**2011 – 2012 SCHOOL CALENDAR**  
**REVISED EXTENDED YEAR – YEAR ROUND REVISED**

Professional Development – Staff Full Day (no students)	Tuesday, August 30, 2011
Professional Development – Staff Full Day (no students)	Wednesday, August 31, 2011
School Year Begins – Program Development Day (no students)	Tuesday, September 6, 2011
<b>Classes Start: All Day</b>	<b>Wednesday, September 7, 2011</b>
<b>Opening Day Orientation: AM (no students)</b> Professional Development: PM (no students)	<b>Friday, September 16, 2011</b>
Non Work Day – No School	Friday, October 21, 2011
Half Day of School - Student Records	Tuesday, November 8, 2011
Thanksgiving Recess Begins <b>Return to Work</b>	Wednesday, November 23, 2011 <b>Monday, November 28, 2011</b>
Non Work Day – No School	Friday, December 16, 2011
Christmas Recess Begins: <b>Return to Work</b>	Thursday, December 22, 2011 <b>Wednesday, January 4, 2012</b>
Professional Development – Staff Full Day (no students)	Monday, January 16, 2012
Half Day of School - Student Records	Thursday, January 26, 2012
<b>Mid-Winter Recess Begins:</b> <b>Return to Work</b>	<b>Friday, February 17, 2012</b> <b>Wednesday, February 22, 2012</b>
Professional Development – Staff Full Day (no students)	Wednesday, March 14, 2012
Non Work Day – No School	Friday, March 30, 2012
<b>Easter Recess Begins:</b> <b>Return to Work</b>	<b>Monday, April 2, 2012</b> <b>Monday, April 9, 2012</b>
Non Work Day – No School	Friday, May 4, 2012
Non Work Day – No School <b>Memorial Day: No School</b>	Friday, May 25, 2012 <b>Monday, May 28, 2012</b>
Non Work Day – No School	Friday, June 15, 2012
<b>Extended School Year Begins:</b>	
School in Session	June 18 – June 21, 2012
School in Session	June 25 – June 28, 2012
Fourth of July Recess Begins Return to Work	Monday, July 2, 2012 Monday, July 16, 2012
School in Session	July 16 – July 19, 2012
School in Session	July 23 – July 26, 2012
School in Session	July 30 – August 2, 2012
School in Session	August 6 – August 9, 2012
School in Session	August 13 – August 16, 2012
Last day of school	Thursday, August 16, 2012

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)

**2011 – 2012 SCHOOL CALENDAR**  
**REVISED AI PROGRAM – YEAR ROUND REVISED**

Professional Development – Staff Full Day (no students)	Tuesday, August 30, 2011
Professional Development – Staff Full Day (no students)	Wednesday, August 31, 2011
School Year Begins – Program Development Day (no students)	Tuesday, September 6, 2011
<b>Classes Start: All Day</b>	<b>Wednesday, September 7, 2011</b>
<b>Opening Day Orientation: AM (no students)</b>	<b>Friday, September 16, 2011</b>
Professional Development: PM (no students)	
Non Work Day – No School	Friday, October 7 <sup>th</sup> & October 21 <sup>st</sup>
Half Day of School - Student Records	Tuesday, November 8, 2011
Non Work Day – No School	Friday, November 11, 2011
Thanksgiving Recess Begins	Wednesday, November 23, 2011
<b>Return to Work</b>	<b>Monday, November 28, 2011</b>
Non Work Day – No School	Friday, December 16, 2011
Christmas Recess Begins:	Thursday, December 22, 2011
<b>Return to Work</b>	<b>Wednesday, January 4, 2012</b>
Non Work Day – No School	Friday, January 13, 2012
Professional Development – Staff Full Day (no students)	Monday, January 16, 2012
Half Day of School - Student Records	Thursday, January 26, 2012
Non Work Day – No School	Friday, January 27, 2012
<b>Mid-Winter Recess Begins:</b>	<b>Friday, February 17, 2012</b>
<b>Return to Work</b>	<b>Wednesday, February 22, 2012</b>
Non Work Day – No School	Friday, March 9, 2012
Professional Development – Staff Full Day (no students)	Wednesday, March 14, 2012
Non Work Day – No School	Friday, March 23 <sup>rd</sup> & March 30 <sup>th</sup>
<b>Easter Recess Begins:</b>	<b>Monday, April 2, 2012</b>
<b>Return to Work</b>	<b>Monday, April 9, 2012</b>
Non Work Day – No School	Friday, April 20, 2012
Non Work Day – No School	Friday, May 4, 2012
Non Work Day – No School	Friday, May 25, 2012
<b>Memorial Day: No School</b>	<b>Monday, May 28, 2012</b>
Non Work Day – No School	Friday, June 8, 2012
Non Work Day – No School	Friday, June 15, 2012
<b>Extended School Year Begins:</b>	
School in Session	June 18 – June 21, 2012
School in Session	June 25 – June 28, 2012
Fourth of July Recess Begins	Monday, July 2, 2012
Return to Work	Monday, July 16, 2012
School in Session	July 16 – July 19, 2012
School in Session	July 23 – July 26, 2012
School in Session	July 30 – August 2, 2012
School in Session	August 6 – August 9, 2012
School in Session	August 13 – August 16, 2012
Last Day of School	August 16, 2012

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)

**2011 – 2012 SCHOOL CALENDAR**  
**REVISED LUTZ SCHOOL FOR WORK EXPERIENCE (186 DAYS) REVISED**

Professional Development – Staff Full Day (no students)	Tuesday, August 30, 2011
Professional Development – Staff Full Day (no students)	Wednesday, August 31, 2011
School Year Begins – Program Development Day (no students)	Tuesday, September 6, 2011
<b>Classes Start: All Day</b>	<b>Wednesday, September 7, 2011</b>
<b>Opening Day Orientation: AM (no students)</b> Professional Development: PM (no students)	<b>Friday, September 16, 2011</b>
Full School Day – Students & Staff	Friday, October 14, 2011
Half Day of School - Student Records	Tuesday, November 8, 2011
Thanksgiving Recess Begins <b>Return to Work</b>	Wednesday, November 23, 2011 <b>Monday, November 28, 2011</b>
Christmas Recess Begins: <b>Return to Work</b>	Thursday, December 22, 2011 <b>Wednesday, January 4, 2012</b>
Full School Day – Students & Staff	Friday, January 6, 2012
Professional Development – Staff Full Day (no students)	Monday, January 16, 2012
Full School Day – Students & Staff	Friday, January 20, 2012
Half Day of School - Student Records	Thursday, January 26, 2012
Full School Day – Students & Staff	Friday, February 3, 2012
<b>Mid-Winter Recess Begins:</b> <b>Return to Work</b>	<b>Friday, February 17, 2012</b> <b>Wednesday, February 22, 2012</b>
Full School Day – Students & Staff	Friday, February 24, 2012
Professional Development – Staff Full Day (no students)	Wednesday, March 14, 2012
Full School Day – Students & Staff	Friday, March 16, 2012
<b>Easter Recess Begins:</b> <b>Return to Work</b>	<b>Monday, April 2, 2012</b> <b>Monday, April 9, 2012</b>
Full School Day – Students & Staff	Friday, April 13, 2012
Full School Day – Students & Staff	Friday, April 27, 2012
<b>Memorial Day: No School</b>	<b>Monday, May 28, 2012</b>
Fourth of July Recess Begins Return to Work	Monday, July 2, 2012 Monday, July 16, 2012
<b>Last Day of School:</b>	<b>Thursday, August 16, 2012</b>

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)

**2012 – 2013 SCHOOL CALENDAR**  
**186 DAYS**

Professional Development – Staff Full Day (no students)	Tuesday, August 28, 2012
Professional Development – Staff Full Day (no students)	Wednesday, August 29, 2012
School Year Begins – Program Development Day (no students)	Tuesday, September 4, 2012
<b>Classes Start: All Day</b>	<b>Wednesday, September 5, 2012</b>
<b>Opening Day Orientation: AM (no students)</b> Professional Development: PM (no students)	<b>Friday, September 14, 2012</b>
Half Day of School - Student Records	Wednesday, October 24, 2012
Thanksgiving Recess Begins <b>Return to Work</b>	Wednesday, November 21, 2012 <b>Monday, November 26, 2012</b>
Christmas Recess Begins: <b>Return to Work</b>	Monday, December 24, 2012 <b>Monday, January 7, 2013</b>
Half Day of School - Student Records	Thursday, January 17, 2013
Professional Development – Staff Full Day (no students)	Monday, January 21, 2013
<b>Mid-Winter Recess Begins:</b> <b>Return to Work</b>	<b>Friday, February 15, 2013</b> <b>Wednesday, February 20, 2013</b>
Good Friday – No School Students & Staff	Friday, March 29, 2013
<b>Easter Recess Begins:</b> <b>Return to Work</b>	<b>Monday, April 1, 2013</b> <b>Monday, April 8, 2013</b>
Professional Development – Staff Full Day (no students)	Wednesday, May 1, 2013
<b>Memorial Day: No School</b>	<b>Monday, May 27, 2013</b>
<b>Last Day of School:</b>	<b>Wednesday, June 19, 2013</b>

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)  
*Calendar subject to change*

**2012 – 2013 SCHOOL CALENDAR  
EXTENDED YEAR – YEAR ROUND**

Professional Development – Staff Full Day (no students)	Tuesday, August 28, 2012
Professional Development – Staff Full Day (no students)	Wednesday, August 29, 2012
School Year Begins – Program Development Day (no students)	Tuesday, September 4, 2012
<b>Classes Start: All Day</b>	<b>Wednesday, September 5, 2012</b>
Non Work Day – No School	Friday, September 28, 2012
<b>Opening Day Orientation: AM (no students)</b> Professional Development: PM (no students)	<b>Friday, September 14, 2012</b>
Half Day of School - Student Records	Wednesday, October 24, 2012
Thanksgiving Recess Begins <b>Return to Work</b>	Wednesday, November 21, 2012 <b>Monday, November 26, 2012</b>
Non Work Day – No School	Friday, November 30, 2012
Non Work Day – No School	Friday, December 7, 14, 21
Christmas Recess Begins: <b>Return to Work</b>	Monday, December 24, 2012 <b>Monday, January 7, 2013</b>
Half Day of School - Student Records	Thursday, January 17, 2013
Professional Development – Staff Full Day (no students)	Monday, January 21, 2013
<b>Mid-Winter Recess Begins:</b> <b>Return to Work</b>	<b>Friday, February 15, 2013</b> <b>Wednesday, February 20, 2013</b>
Good Friday – No School Students & Staff	Friday, March 29, 2013
<b>Easter Recess Begins:</b> <b>Return to Work</b>	<b>Monday, April 1, 2013</b> <b>Monday, April 8, 2013</b>
Professional Development – Staff Full Day (no students)	Wednesday, May 1, 2013
Non Work Day – No School	Friday, May 10, 2013
Non Work Day – No School	Friday, May 24, 2013
<b>Memorial Day: No School</b>	<b>Monday, May 27, 2013</b>
Non Work Day – No School	Friday, June 14 & June 21
<b>Extended School Year Begins:</b>	
School in Session	June 24 – June 27, 2013
Fourth of July Recess Begins Return to Work	Monday, July 1, 2013 Monday, July 15, 2013
School in Session	July 15 – July 18, 2013
School in Session	July 22 – July 25, 2013
School in Session	July 29 – August 1, 2013
School in Session	August 5 – August 8, 2013
School in Session	August 12 – August 15, 2013
Last day of school	Thursday, August 15, 2013

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)

*Calendar subject to change*



**2012 – 2013 SCHOOL CALENDAR  
AI PROGRAM – YEAR ROUND**

Professional Development – Staff Full Day (no students)	Tuesday, August 28, 2012
Professional Development – Staff Full Day (no students)	Wednesday, August 29, 2012
School Year Begins – Program Development Day (no students)	Tuesday, September 4, 2012
<b>Classes Start: All Day</b>	<b>Wednesday, September 5, 2012</b>
<b>Opening Day Orientation: AM (no students)</b>	<b>Friday, September 14, 2012</b>
Professional Development: PM (no students)	
Non Work Day – No School	Friday, September 28, 2012
Non Work Day – No School	Friday, October 12, 2012
Half Day of School - Student Records	Wednesday, October 24, 2012
Non Work Day – No School	Friday, November 2 &
November 16	
Thanksgiving Recess Begins	Wednesday, November 21, 2012
<b>Return to Work</b>	<b>Monday, November 26, 2012</b>
Non Work Day – No School	Friday, November 30, 2012
Non Work Day – No School	Friday, December 7, 14, 21
Christmas Recess Begins:	Monday, December 24, 2012
<b>Return to Work</b>	<b>Monday, January 7, 2013</b>
Half Day of School - Student Records	Thursday, January 17, 2013
Professional Development – Staff Full Day (no students)	Monday, January 21, 2013
Non Work Day – No School	Friday, February 1, 2013
<b>Mid-Winter Recess Begins:</b>	<b>Friday, February 15, 2013</b>
<b>Return to Work</b>	<b>Wednesday, February 20, 2013</b>
Non Work Day – No School	Friday, March 1 & March 8
Good Friday – No School Students & Staff	Friday, March 29, 2013
<b>Easter Recess Begins:</b>	<b>Monday, April 1, 2013</b>
<b>Return to Work</b>	<b>Monday, April 8, 2013</b>
Non Work Day – No School	Friday, April 12, 19, 26
Professional Development – Staff Full Day (no students)	Wednesday, May 1, 2013
Non Work Day – No School	Friday, May 10 & May 17
Non Work Day – No School	Friday, May 24, 2013
<b>Memorial Day: No School</b>	<b>Monday, May 27, 2013</b>
Non Work Day – No School	Friday, June 7, 14, 21
<b>Extended School Year Begins:</b>	
School in Session	June 24 – June 27, 2013
Fourth of July Recess Begins	Monday, July 1, 2013
Return to Work	Monday, July 15, 2013
School in Session	July 15 – July 18, 2013
School in Session	July 22 – July 25, 2013
School in Session	July 29 – August 1, 2013
School in Session	August 5 – August 8, 2013
School in Session	August 12 – August 15, 2013
Last day of school	Thursday, August 15, 2013

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)

*Calendar subject to change*

**2012 – 2013 SCHOOL CALENDAR  
LUTZ SCHOOL FOR WORK EXPERIENCE (186 DAYS)**

Professional Development – Staff Full Day (no students)	Tuesday, August 28, 2012
Professional Development – Staff Full Day (no students)	Wednesday, August 29, 2012
School Year Begins – Program Development Day (no students)	Tuesday, September 4, 2012
<b>Classes Start: All Day</b>	<b>Wednesday, September 5, 2012</b>
<b>Opening Day Orientation: AM (no students)</b>	<b>Friday, September 14, 2012</b>
Professional Development: PM (no students)	
Full School Day – Students & Staff	Friday, October 19, 2012
Half Day of School - Student Records	Wednesday, October 24, 2012
Thanksgiving Recess Begins	Wednesday, November 21, 2012
<b>Return to Work</b>	<b>Monday, November 26, 2012</b>
Christmas Recess Begins:	Monday, December 24, 2012
<b>Return to Work</b>	<b>Monday, January 7, 2013</b>
Full School Day – Students & Staff	Friday, January 11, 2013
Half Day of School - Student Records	Thursday, January 17, 2013
Professional Development – Staff Full Day (no students)	Monday, January 21, 2013
Full School Day – Students & Staff	Friday, February 8, 2013
<b>Mid-Winter Recess Begins:</b>	<b>Friday, February 15, 2013</b>
<b>Return to Work</b>	<b>Wednesday, February 20, 2013</b>
Full School Day – Students & Staff	Friday, February 22, 2013
Full School Day – Students & Staff	Friday, March 8, 2013
Full School Day – Students & Staff	Friday, March 22, 2013
<b>Easter Recess Begins:</b>	<b>Monday, April 1, 2013</b>
<b>Return to Work</b>	<b>Monday, April 8, 2013</b>
Full School Day – Students & Staff	Friday, April 12, 2013
Professional Development – Staff Full Day (no students)	Wednesday, May 1, 2013
Full School Day – Students & Staff	Friday, May 3, 2013
<b>Memorial Day: No School</b>	<b>Monday, May 27, 2013</b>
Fourth of July Recess Begins	Monday, July 1, 2013
Return to Work	Monday, July 15, 2013
Last day of school	Thursday, August 15, 2013

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)  
*Calendar subject to change*

**2013 – 2014 SCHOOL CALENDAR**  
**186 DAYS**

Professional Development – Staff Full Day (no students)	Tuesday, August 27, 2013
Professional Development – Staff Full Day (no students)	Wednesday, August 28, 2013
School Year Begins – Program Development Day (no students)	Tuesday, September 3, 2012
<b>Classes Start: All Day</b>	<b>Wednesday, September 4, 2013</b>
<b>Opening Day Orientation: AM (no students)</b> Professional Development: PM (no students)	<b>Friday, September 13, 2013</b>
Half Day of School - Student Records	Wednesday, October 23, 2013
Thanksgiving Recess Begins <b>Return to Work</b>	Wednesday, November 27, 2013 <b>Monday, December 2, 2013</b>
Christmas Recess Begins: <b>Return to Work</b>	Monday, December 23, 2013 <b>Monday, January 6, 2014</b>
Half Day of School - Student Records	Thursday, January 16, 2014
Professional Development – Staff Full Day (no students)	Monday, January 20, 2014
<b>Mid-Winter Recess Begins:</b> <b>Return to Work</b>	<b>Friday, February 14, 2014</b> <b>Wednesday, February 19, 2014</b>
Professional Development – Staff Full Day (no students)	Wednesday, March 12, 2014
<b>Easter Recess Begins:</b> <b>Return to Work</b>	<b>Monday, April 7, 2014</b> <b>Monday, April 14, 2014</b>
Good Friday – No School Students & Staff	Friday, April 18, 2014
<b>Memorial Day: No School</b>	<b>Monday, May 26, 2014</b>
<b>Last Day of School:</b>	<b>Wednesday, June 18, 2014</b>

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)  
*Calendar subject to change*

**2013 – 2014 SCHOOL CALENDAR  
EXTENDED YEAR – YEAR ROUND**

Professional Development – Staff Full Day (no students)	Tuesday, August 27, 2013
Professional Development – Staff Full Day (no students)	Wednesday, August 28, 2013
School Year Begins – Program Development Day (no students)	Tuesday, September 3, 2012
<b>Classes Start: All Day</b>	<b>Wednesday, September 4, 2013</b>
<b>Opening Day Orientation: AM (no students)</b> Professional Development: PM (no students)	<b>Friday, September 13, 2013</b>
Half Day of School - Student Records	Wednesday, October 23, 2013
Thanksgiving Recess Begins <b>Return to Work</b>	Wednesday, November 27, 2013 <b>Monday, December 2, 2013</b>
Non Work Day – No School	Friday, December 13, 2013
Non Work Day – No School Christmas Recess Begins: <b>Return to Work</b>	Friday, December 20, 2013 Monday, December 23, 2013 <b>Monday, January 6, 2014</b>
Half Day of School - Student Records	Thursday, January 16, 2014
Professional Development – Staff Full Day (no students) <b>Mid-Winter Recess Begins:</b> <b>Return to Work</b>	Monday, January 20, 2014 <b>Friday, February 14, 2014</b> <b>Wednesday, February 19, 2014</b>
Professional Development – Staff Full Day (no students)	Wednesday, March 12, 2014
Non Work Day – No School <b>Easter Recess Begins:</b> <b>Return to Work</b>	Friday, March 21, 2014 <b>Monday, April 7, 2014</b> <b>Monday, April 14, 2014</b>
Good Friday – No School Students & Staff	Friday, April 18, 2014
Non Work Day – No School	Friday, May 9, 2014
Non Work Day – No School <b>Memorial Day: No School</b> Non Work Day – No School	Friday, May 23, 2014 <b>Monday, May 26, 2014</b> Friday, June 6 <sup>th</sup> , 13 <sup>th</sup> , 20 <sup>th</sup>
<b>Extended School Year Begins:</b>	
School in Session	June 23 – June 26, 2014
Fourth of July Recess Begins Return to Work	Monday, June 30, 2014 Monday, July 14, 2014
School in Session	July 14 – July 17, 2014
School in Session	July 21 – July 24, 2014
School in Session	July 28 – July 31, 2014
School in Session	August 4 – August 7, 2014
School in Session	August 11 – August 14, 2014
Last day of school	Thursday, August 14, 2014

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)

*Calendar subject to change*

**2013 – 2014 SCHOOL CALENDAR  
AI PROGRAM – YEAR ROUND**

Professional Development – Staff Full Day (no students)	Tuesday, August 27, 2013
Professional Development – Staff Full Day (no students)	Wednesday, August 28, 2013
School Year Begins – Program Development Day (no students)	Tuesday, September 3, 2012
<b>Classes Start: All Day</b>	<b>Wednesday, September 4, 2013</b>
<b>Opening Day Orientation: AM (no students)</b>	<b>Friday, September 13, 2013</b>
Professional Development: PM (no students)	Friday, September 27, 2013
Non Work Day – No School	Friday, October 11, 2013
Non Work Day – No School	
Half Day of School - Student Records	Wednesday, October 23, 2013
Non Work Day – No School	Friday, Nov 1 <sup>st</sup> & Nov 8 <sup>th</sup>
Thanksgiving Recess Begins	Wednesday, November 27, 2013
<b>Return to Work</b>	<b>Monday, December 2, 2013</b>
Non Work Day – No School	Friday, Dec 13 & Dec 20
Christmas Recess Begins:	Monday, December 23, 2013
<b>Return to Work</b>	<b>Monday, January 6, 2014</b>
Half Day of School - Student Records	Thursday, January 16, 2014
Non Work Day – No School	Friday, January 17, 2014
Professional Development – Staff Full Day (no students)	Monday, January 20, 2014
<b>Mid-Winter Recess Begins:</b>	<b>Friday, February 14, 2014</b>
<b>Return to Work</b>	<b>Wednesday, February 19, 2014</b>
Non Work Day – No School	Friday, February 28, 2014
Non Work Day – No School	Friday, March 7, 2014
Professional Development – Staff Full Day (no students)	Wednesday, March 12, 2014
Non Work Day – No School	March 21 & March 28
Non Work Day – No School	Friday, April 4, 2014
<b>Easter Recess Begins:</b>	<b>Monday, April 7, 2014</b>
<b>Return to Work</b>	<b>Monday, April 14, 2014</b>
Good Friday – No School Students & Staff	Friday, April 18, 2014
Non Work Day – No School	Friday, April 25, 2014
Non Work Day – No School	Friday, May 2, 9, 16
Non Work Day – No School	Friday, May 23, 2014
<b>Memorial Day: No School</b>	<b>Monday, May 26, 2014</b>
Non Work Day – No School	Friday, June 6, 13, 20
<b>Extended School Year Begins:</b>	
School in Session	June 23 – June 26, 2014
Fourth of July Recess Begins	Monday, June 30, 2014
<b>Return to Work</b>	Monday, July 14, 2014
School in Session	July 14 – July 17, 2014
School in Session	July 21 – July 24, 2014
School in Session	July 28 – July 31, 2014
School in Session	August 4 – August 7, 2014
School in Session	August 11 – August 14, 2014
Last day of school	Thursday, August 14, 2014

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)

*Calendar subject to change*

**2013 – 2014 SCHOOL CALENDAR  
LUTZ SCHOOL FOR WORK EXPERIENCE (186 DAYS)**

Professional Development – Staff Full Day (no students)	Tuesday, August 27, 2013
Professional Development – Staff Full Day (no students)	Wednesday, August 28, 2013
School Year Begins – Program Development Day (no students)	Tuesday, September 3, 2012
<b>Classes Start: All Day</b>	<b>Wednesday, September 4, 2013</b>
<b>Opening Day Orientation: AM (no students)</b>	<b>Friday, September 13, 2013</b>
Professional Development: PM (no students)	
Full School Day – Students & Staff	Friday, October 18, 2013
Half Day of School - Student Records	Wednesday, October 23, 2013
Thanksgiving Recess Begins	Wednesday, November 27, 2013
<b>Return to Work</b>	<b>Monday, December 2, 2013</b>
Full School Day – Students & Staff	Friday, December 6, 2013
Christmas Recess Begins:	Monday, December 23, 2013
<b>Return to Work</b>	<b>Monday, January 6, 2014</b>
Full School Day – Students & Staff	Friday, January 10, 2014
Half Day of School - Student Records	Thursday, January 16, 2014
Professional Development – Staff Full Day (no students)	Monday, January 20, 2014
Full School Day – Students & Staff	Friday, January 24, 2014
Full School Day – Students & Staff	Friday, January 31, 2014
Full School Day – Students & Staff	Friday, February 7, 2014
<b>Mid-Winter Recess Begins:</b>	<b>Friday, February 14, 2014</b>
<b>Return to Work</b>	<b>Wednesday, February 19, 2014</b>
Full School Day – Students & Staff	Friday, February 21, 2014
Professional Development – Staff Full Day (no students)	Wednesday, March 12, 2014
Full School Day – Students & Staff	Friday, March 14, 2014
Full School Day – Students & Staff	Friday, March 28, 2014
<b>Easter Recess Begins:</b>	<b>Monday, April 7, 2014</b>
<b>Return to Work</b>	<b>Monday, April 14, 2014</b>
<b>Memorial Day: No School</b>	<b>Monday, May 26, 2014</b>
Fourth of July Recess Begins	Monday, June 30, 2014
Return to Work	Monday, July 14, 2014
Last day of school	Thursday, August 14, 2014

\*Center Based Programs will conduct one evening parent/teacher conference (date to be determined)  
*Calendar subject to change*

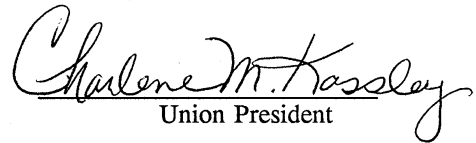
Letter of Understanding - Release Time for School Improvement

LETTER OF UNDERSTANDING

This Letter of Understanding is between the Macomb Intermediate School District ("District") and the Macomb Intermediate Federation of Paraprofessionals ("Union"). The parties have agreed as follows:

That one-half day release time each month (8 months per school year) for school improvement shall be granted to core group consisting of one person per building or program to be selected by the building or program administrator in participation with the Union.

  
Director of Legal Affairs

  
Union President

October 17, 1994

Letter of Understanding Flexible Spending Account  
Flexible Spending Account

The District will make available to the employee a Flexible Spending Account (FSA). The FSA will be conducted pursuant to the IRS regulation and participation by the employee is voluntary.

The District will make available \$400 for each employee\* for healthcare/medical reimbursement for the 2011-12, 2012-13, 2013-14 school years. While participation in the FSA is voluntary, the employee shall not receive the \$400.00 payment, if the employee does not choose this option during the open enrollment period.

\*Bargaining unit members who have health insurance/medical coverage under Article IX, Section 11.

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Rosetta K. Mullen, Assistant Superintendent  
Human Resources/Legal Affairs  
Macomb Intermediate School District

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Lori Porter, President  
Macomb Intermediate Federation of  
Paraprofessionals, Local 6216

\* Bargaining unit members who are employed prior to ratification of contract.



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