

Agreement

Between

**THE BOARD OF EDUCATION
OF
THE SCHOOL DISTRICT OF THE
CITY OF HOLLAND**

And

**THE ORGANIZATION OF
INSTRUCTIONAL ASSISTANTS**

July 1, 2010 – June 30, 2011

Recognition

- A. Pursuant to the provisions of the Public Employment Relation Act, the district recognizes the Holland Public Schools Instructional Assistant Organization as the certified and exclusive representative for employees in the unit defined immediately below.
- B. The unit includes all instructional assistant personnel employed by the district. Excluded are all other personnel of the school district including, but not limited to: paraprofessionals, custodians, bus aides, administrative and certified personnel, secretaries, and other miscellaneous personnel.

Conditions of Employment

- A. The district may require that an employee submit to a physical and/or mental examination by a physician of the district's choosing to determine if the employee has a physical or mental disability or handicap which would affect the employee's ability to perform the duties of his or her employment. Such requested examination shall be at the district's expense.
- B. The district requires and shall pay for the required tuberculosis skin test. For those who are allergic, the cost will be applied to their specialized test – the instructional assistant will pay for the difference.
- C. Attendance at in-service classes/staff meetings is optional unless prescribed by the administration as required. It is expected that individuals will apply themselves in such a way as to receive maximum benefit from such training.
- D. Attendance at PTO and other school functions and activities may be deemed necessary at times and will be mandatory when directed by an administrator. Pay will be granted at regular rate for time required at such meetings.
- E. Utilization of instructional assistants is described in Appendix A. Instructional assistants are responsible immediately to the appropriate principal and teacher involved. Specific obligations may also be assigned by the directors of programs that provide funding.
- F. On parent conference days and other such days when students are not in attendance, assistants will not be required to attend, unless directed by an administrator. Pay will be granted at regular rate for such required attendance.
- G. Each newly hired instructional assistant shall be on probation for a period of 60 days. Sick leave accumulation shall be in force immediately upon employment.

Working Hours

The normal day for instructional assistants will be as determined by the building principal and/or program director/supervisor. Starting time, luncheon period, break and leaving time will be determined by the building principal and the supervising teacher with the consent of the Director of Human Resources. Assistants working more than 5 hours will be provided a duty free lunch

period of between 30 and 60 minutes. Assistants working less than 5 hours may be assigned duty free lunch period. Luncheon periods shall not be considered part of the workday.

All instructional assistants working more than five hours shall receive a 15-minute break during each normal workday except on field trips.

Communications

Representatives of the district and the organization shall meet in September, November, January, March and May and at other times for the purpose of reviewing the administration of the agreement and other matters of mutual consent.

Evaluation

Each instructional assistant will be evaluated at least once each year. Evaluations will be based on the Instructional Assistant Job Description and will be done on the approved evaluation forms. Evaluations may be done more frequently if in the judgment of the supervisor it is appropriate to do so. The evaluation shall be completed by April 1st of each year. The building principal or other appropriate administrator will have primary responsibility for completing the evaluation, but shall involve the teacher(s) with whom the instructional assistant works. The evaluation shall be used to determine additional compensation for the following year, if any.

Vacancies and New Positions

- A. Whenever a vacancy and/or a newly created position occur, notice of said vacancy or position shall be posted in each school building.
- B. In filling such a vacancy, consideration will be given to the ability and service of all present employee applicants. Appointments to vacant and/or new positions will not be made until at least five (5) working days following the notice of such vacancy. All applications must be submitted on line to the Director of Human Resources.

District Rights and Responsibilities

- A. The district on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, all rights, authority and responsibilities conferred and vested into it by the laws and the constitution of the State of Michigan and/or United States.
- B. Such responsibilities include, without being limited to:
 - 1. Manage and control its business, its equipment, and its operations.
 - 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 - 3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer, terminate, and determine the size of the work force.
 - 4. Determine the services, supplies, and equipment necessary to continue its operation.
 - 5. Adopt reasonable rules and regulations.
 - 6. Determine the qualifications of employees, including health conditions.

Holidays

Instructional assistants shall receive regular pay for the following holidays provided specified requirements are met (listed below):

**Must Work Last Day Before

Must Work First Day After

Yes*	Labor Day	Yes
Yes	Thanksgiving	Yes
Yes	Day after Thanksgiving	Yes
Yes	Christmas	Yes
Yes	Two Days during Christmas vacation	Yes
Yes	New Years Day	Yes
Yes	Memorial Day	Yes

* *Only if school begins before Labor Day*

** *In event of illness or emergency before or after a holiday, pay will be granted at the discretion of the Human Resources Office.*

Emergency of Closing of Schools

If an emergency and/or “act of God” necessitate the closing of Holland Public Schools, (usually a “Code 2”) instructional assistants will not be required to report for work, and will not be paid. Instructional Assistants may report if they have on file an “emergency work day plan”. This plan may be for up to 2 days of emergency work per year and must be signed by the building principal. When school is cancelled beyond two days per school year, IA’s will not report or be paid. When a “Code 1” is called, all buildings will be closed, no employee may report and no pay is due. Employee may use personal leave time as compensation for the lost time if they desire. Scheduled days of student instruction shall be rescheduled to insure the minimum required to maintain full funding. Instructional assistants shall work on any rescheduled days and will be paid at regular rate for each rescheduled day worked.

Method of Pay

- A. Each instructional assistant shall receive a Letter of Employment stating the wage rate to be received and the number of daily hours to be worked for the school year.
- B. Instructional Assistants are paid on an hourly basis and will submit bi-weekly timesheets.
- C. Appropriate mileage allowance at a rate determined by the district, will be granted for those instructional assistants who regularly work in more than one building each day. Fifteen (15) minutes of paid travel time will be granted for such employees.
- D. A total of 2% of the budgeted wages of Instructional Assistants in a building will be available to the IA’s of that building and distributed based on the merit of their performance as defined in each Instructional Assistant’s evaluation.

Grievance Procedure

- A. Nothing contained herein shall be construed to prevent any individual employee from presenting a concern or grievance and having the concern or grievance adjusted without intervention of the organization, if the adjustment is not consistent with the terms of this agreement and provided that the organization is given an opportunity to be present.
- B. In the event a concern, complaint, or grievance cannot be resolved by informal discussion with the immediate supervisor, a formal grievance may be initiated.
- C. A grievance shall be defined as any alleged violation of a specific article or section of this agreement. In order to be a proper subject for the grievance procedure, a complaint must be submitted within ten (10) working days after the occurrence of the subject event. A formal grievance must be presented in writing and should state who is affected, the nature of the grievance, what sections of the agreement have allegedly been violated and the relief sought. Any grievance presented in writing, by the employee or organization, shall be answered in writing.

- D. In presenting and processing a formal grievance, the following steps shall be used:

Step 1: The grievance shall be submitted in writing to the Director of Human Resources, with a copy to the representative of the organization upon the option of the grievant. The Director of Human Resources shall, within ten (10) working days after the receipt of the grievance, meet with the aggrieved employee and with the representative of the organization if the grievant wishes the representative of the organization present. The Director of Human Resources shall, within five (5) working days after the hearing, render his/her decision in writing to the aggrieved person with a copy to the organization representative present at the hearing.

Step 2: If the grievance has not been satisfactorily resolved, the employee may submit the grievance in writing to the superintendent within five (5) working days of the Step 1 decision. The superintendent shall within ten (10) working days after the receipt of the grievance, meet with the aggrieved employee and with a representative of the organization present.

The superintendent shall, within five (5) working days after the hearing, render his/her decision in writing to the aggrieved person with a copy to the organization representative present at the hearing.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee may, within five (5) working days of the receipt of the superintendent's decision, submit an appeal to the Board of Education through the superintendent's office. The Board of Education shall, within fifteen (15) working days after the receipt of the appeal, meet with the aggrieved person and the organization representative present at the hearing. The board shall, within five (5) working days after such a meeting, render its decision in writing to the aggrieved person with a copy to the organization representative.

Leaves of Absence

- A. All full time instructional assistants shall be granted sick leave days at the rate of one (1) day per full month of employment, accumulative to one hundred (100) days.
- B. Part time instructional assistants shall be eligible for prorated sick leave benefits as stated in paragraph A, to be paid in accordance with their scheduled work time.
- C. Sick leave time may be used for absence from duty because of personal illness or injury. It may also be used for childbirth and complications of pregnancy. Complications of pregnancy must be documented by a statement from the instructional assistant's doctor certifying the complications and disability parameters.
- D. Sick days used for absence from duty because of illness in the immediate family shall not exceed five (5) working days per calendar year. Such days shall be deducted from accumulated sick leave. Immediate family is defined as spouse, child, parent, parent-in-law, sibling, grandparent, and other members of immediate household with whom one has an association equivalent to family ties.
- E. Employees will be allowed paid bereavement leave, without deduction from sick leave, for up to three (3) days per occurrence when there is death with the employee's immediate family. When there are extenuating circumstances (e.g. distant travel), the employee may elect to take an additional two (2) days per occurrence, deductible from sick leave. Immediate family is defined as spouse, child, parent, parent-in-law, sibling, grandparent, and other members of immediate household. A bereavement leave of one (1) day will also be allowed to attend the funeral of other relatives or friends. This day will be deducted from accumulated sick leave.
- F. Each instructional assistant shall be granted a maximum of two (2) days per year to conduct business of a personal nature which cannot be accomplished during other than normal working hours. At least two (2) day's notice shall be given in writing to the appropriate school principal or supervisor, except in the case of emergency. Such personal leave, if not taken, shall annually be added to accumulated sick leave. A day herein is understood to be of equal length to the routine workday of a specific employee; i.e., if an instructional assistant works 5 hours per day, a personal day is 5 hours. Days may not be taken immediately before or after a holiday or vacation period.
- G. Child Care leaves will be granted for a period of up to one school year subject to the following conditions:
 - 1. Requests for such leave must be made in writing to the Director of Human Resources at least forty-five (45) days prior to the beginning of such leave.
 - 2. Any instructional assistant on such leave shall neither accumulate nor draw sick leave nor participate in district granted fringe benefits until again employed by the district.
 - 3. Upon returning from such leave the instructional assistant may be assigned to the former position. If that position is not available, he/she will be assigned to a position consistent with his/her qualifications if such a position is available. She/he will be placed on the pay schedule one step higher than when the leave was granted

if the leave commences on or after the beginning of the second semester and includes the summer.

4. To the degree possible the child care leave should coincide with the full semester.
- H. If it is believed by the district or its agents that any employee has abused any portion of a leave policy, the district may require an employee to submit proof of illness or submit to a physical or mental examination by an agent of the district's choosing to determine whether sick leave is warranted. Such requested examination shall be at the district's expense. In the event that the district determines that an employee has abused the leave policy, the district shall charge the employee an amount equal to the pay received for the leave days taken. Such abuse may result in a suspension and/or discharge.
- I. All accumulated sick leave shall terminate upon severance of employment.

Employee Assistance Plan

- A. The district and the Instructional Assistants Organization recognize that alcohol or drug abuse by employees may create performance problems. The district and the Instructional Assistants Organization are likewise concerned with addressing the employment-related health consequences to employees from alcohol or substance abuse problems.
- B. The parties also recognize that alcohol or drug abuse problems may be treated successfully if there is early identification of the condition and where the employee voluntarily requests appropriate assistance.
- C. Rehabilitation is also the primary responsibility of the instructional assistant. An instructional assistant's involvement in the Plan will be completely voluntary. An instructional assistant seeking medical attention for alcohol or substance abuse problems is entitled to the use of paid and unpaid leave as otherwise described in and as conditioned by this agreement.
- D. Any instructional assistant with alcohol or drug abuse problems impacting his/her job performance and who seeks help through the Employee Assistance Program shall not jeopardize his/her job security by virtue of such request participation in rehabilitation. However, an instructional assistant who fails to successfully complete rehabilitation may be subject to the disciplinary and other adverse employment consequences attributable to deficient or improper job performance, in accordance with the provisions of the agreement.
- E. Nothing in this section shall be interpreted as constituting any waiver of or limitation on the right of the district to maintain discipline or acceptable levels of employee performance. An instructional assistant participating in the Employee Assistance Program and/or rehabilitation will be expected to maintain satisfactory job performance. It is agreed that disciplinary sanctions imposed due to alleged violations of district policies or regulations pertaining to drug and/or alcohol abuse shall be subject to the disciplinary standards and procedures.
- F. The district encourages instructional assistants to access appropriate professional services for addressing drug and alcohol abuse problems. In connection with the operation of its Employee Assistance Program, the district shall maintain a listing of local counseling and

rehabilitation resources. In formulating these materials, the district shall also include similar programs or resources identified by the organization.

The district shall not be responsible for either making direct referrals to such resources or for any monetary liability in connection with receipt of services by the instructional assistant and his/her dependents. The identification of programs and resources by the district shall not be regarded as any representation by the district or its agents regarding the character, reliability or quality of such services or programs. (Board Policies 4170, 4231)

Professional Staff Development

Professional staff development through in service and conference opportunities is encouraged. Application for such attendance will be made through the appropriate administrator. The Director of Human Resources will decide final approval. It is the instructional assistant's responsibility to meet any training requirements as set forth by state or federal mandate (e.g., No Child Left Behind.)

Payroll Deduction

Upon appropriate written authorization from an instructional assistant, the district shall deduct from the earnings of any instructional assistant and make remittance for:

1. Tax sheltered annuity
2. Local banks and Credit Unions
3. Holland United Way, Holland Education Foundation, Holland Community Hospital Nursing Program, Aquatic Center Membership
4. Additional insurance benefits chosen from carrier options
5. Any voluntary fees or dues

Check-off authorization and insurance alternatives shall not be changed during the school year except:

1. Where new or additional check-off is requested to meet a new loan obligation.
2. Insurance coverage is modified as a result of the instructional assistant's changed family status.

Wage Rates

Instructional assistants hired after January 1, 1989

Step	2010-2011
1	\$10.67
2	\$11.22
3	\$11.82
4	\$12.43
5	\$13.08
6	\$13.78

Personnel assigned to positions which legally require special certification, such as a Child Development Associate (CDA) for the Michigan School Readiness Program, shall be paid at their hourly rate on the scale plus \$0.65 per hour.

Longevity

After ten (10) years of service to Holland Public Schools, 25 cents shall be added to the hourly rate, effective when school starts. Cutoff date will be at the end of the semester.

Insurance

The district will provide insurance premium payments for all instructional assistants hired prior to July 1, 2007. Benefits will not be offered to Instructional Assistants hired as of July 1, 2007.

1. Coverage will be provided by a carrier(s) to be named by the district.
2. The provisions specified below pertain to instructional assistants (working at least 6 hours per day). Instructional assistants who work less than 6 hours per day will receive a prorated benefit allowance which will be determined by dividing the hours worked per day by 6 and then multiplying by the appropriate dollar amount.
3. The district shall provide premium payments for full health insurance coverage at the following rates:

Single Subscriber	100% of premium
Couple or Self & Children	*59% of premium
Full Family	*59% of premium
Cash in lieu of insurance	*\$100.00

** In order for the above field to be paid by the district, 40% of the instructional assistants must select the cash in lieu of insurance in place of single subscriber insurance. With less than 40% of the instructional assistants selecting cash in lieu of insurance, the district shall provide for single subscriber coverage only or at the employees option, cash in lieu of insurance of \$60.00 per month.*

4. The district shall provide at district expense premium payments for dental insurance for all instructional assistants.
5. All insurance programs will commence on January 1st of each year and will continue until December 31st of each year for all instructional assistants who complete the full school year. Should employment be severed prior to the close of the school year, benefits shall cease on the date of termination or leave of absence.
6. When an IA is absent due to illness, the board will continue to pay its share of hospitalization for a period in compliance with Family Medical Leave Act (FMLA) requirements. Upon the expiration of FMLA, the district paid insurance will cease. Hospitalization coverage may be continued beyond this date at the employees' expense and according to carrier policy. Should the illness cease during a vacation period, the district would resume payment of premium, provided a doctor's written verification of ability to work is presented.

APPENDIX A

State of Michigan Department of Education

Utilization of Non-Certified Person in Elementary and Secondary Schools

Teacher's aides are not certified, they must be qualified by meeting NCLB (*No Child Left Behind Act*) requirements of 2 years of college coursework or complete the appropriate alternates allowed.

Teacher aides may be assigned to (1) perform non-instructional duties, or (2) assist in instructional related activities.

1. Responsibility for day-to-day instructional activities shall rest with certified teachers.
2. School districts may employ non-certified personnel for:
 - a. Non-instructional duties, maintenance and disciplinary activities in lunchrooms, on playgrounds and in other school settings. Traffic control to protect children crossing streets on the way to and from school, and any other duties as judged appropriate by employing school districts.
 - b. Instructional related duties, complementing instruction (i.e., assisting the teacher during the lesson by helping pupils who may be having difficulty in understanding or in keeping with the class.) Supplementing instruction (i.e., assisting the teacher by working with individuals or small groups of pupils on follow-up activities specified by the teacher.) Reinforcing instruction (i.e., assisting the teacher by administering under supervision and direction, remedial or drill activities for individuals or small groups.)
3. All non-certified personnel engaged in complementing, supplementing or reinforcing instruction shall be under the meaningful direction and supervision of a certified classroom teacher.
4. Teacher aides may not be given full responsibility for instruction. A certified teacher must assign and must supervise activities performed by teacher aides, and must provide meaningful direction. For example:
 - a. A certified teacher must be present during instructional activities each and every school day.
 - b. A certified teacher may sometimes be temporarily absent during the school day.
 - c. A certified teacher always must be responsible for the assigned instruction of a classroom.
5. All non-certified personnel engaged in non-instructional duties shall be under the meaningful direction and supervision of a school administrator or his/her delegate.