

# MASTER AGREEMENT

By and Between

### IONIA COUNTY INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

and

## IONIA INTERMEDIATE SUPPORT PERSONNEL ASSOCIATION

July 1, 2022 - June 30, 2023

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#### ARTICLE 1 Agreement

This Master Contract, entered into this 1<sup>st</sup> day of July, 2022, by and between the Ionia County Intermediate School District Board of Education, hereinafter referred to as the "Board" and the Ionia Intermediate Support Personnel Association, MEA/NEA, hereinafter referred to as the "Association".

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

#### ARTICLE 2 Recognition

Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours, and conditions of employment for the entire term of this Agreement for all regular full-time and regular part-time employees as hereby specifically listed:

CTE Paraeducators CTE ACA Paraeducators ASD Mentors Custodians/Maintenance Housekeeping Deaf and Hard of Hearing Interpreters Healthcare Aides ASD/SEI Center Based Healthcare Aides Food Service Aide CTE Clinical Assistant Transition Specialists

The recognition excludes all administrative staff, Bookkeeper, Payroll Clerk, Assistive Technology Coordinator, Receptionist, Secretaries, per diem appointments, substitutes, summer employees not otherwise in the bargaining unit, and all others not specifically named above.

#### ARTICLE 3 Purpose, Intent, and Philosophy

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

#### ARTICLE 4 Board Rights

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

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

- <u>Section 1:</u> Manage and control the Board's business, equipment, operations, and affairs as the employer.
- Section 2: Continue its rights and past practice of employee assignment and direction of work of all its personnel; set the daily hours of work, starting times, and scheduling of the foregoing; establish, modify, or change workloads, business hours, or days.
- Section 3: The Right to direct the working forces including the right to hire, promote, suspend, and discharge employees; and to transfer employees, determine the size of the work force and to lay off employees in conformance with the provisions of this Agreement.
- <u>Section 4:</u> Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation thereof or changes therein; the institution of new and/or improved methods of changes therein.
- <u>Section 5:</u> Adopt rules and regulations.
- <u>Section 6:</u> Determine the qualifications of employees, including physical conditions.
- <u>Section 7:</u> Determine the location and relocation of its students or facilities, including the establishment or relocations of schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
- <u>Section 8:</u> Determine the placement of operations, production, services, maintenance or distribution of work, and the sources of materials and supplies.

- <u>Section 9:</u> Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- <u>Section 10:</u> Determine the size of management organizations, its functions, authority, amount of supervision, and table of organizations.
- <u>Section 11:</u> Determine the policy affecting the selection, testing, or training of employees, providing such selection shall be based upon lawful criteria.
- <u>Section 12:</u> The right to discharge immediately, employees convicted of any felony or possession with intent to sell a controlled substance.

#### ARTICLE 5 Association and Personal Rights

- <u>Section 1:</u> The Board hereby agrees that every eligible employee as defined in this Agreement shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining.
- <u>Section 2:</u> The rights herein granted to the Association shall not be granted or extended to any competing labor organization excepting if the employees change labor organizations through procedures as defined by MERC.
- <u>Section 3:</u> The district shall provide the Association with the names and contact information (full name, home telephone number, address, position, and building) of all new hires in the bargaining unit the Friday before opening day. For bargaining members hired after opening day, the district shall provide the Association with the contact information as soon as possible.
- <u>Section 4:</u> The Board further agrees to furnish the Association, upon reasonable written request by the Association President, public information regarding financial resources of the Board; however, copy preparation costs of such material, inclusive of actual labor and material cost of preparation, shall be borne by the Association.
- <u>Section 5:</u> The facilities and equipment of the Board may be available to the Association for the transaction of Association business but such use will not interfere with employee duties or responsibilities, or previously scheduled community events. The use of the facilities and equipment shall be requested from the Superintendent or his/her designee by the Association President, and shall not interfere with normal operations and any itemizeable expense involved shall be borne by the Association. The Association shall assume financial responsibility for the use of Board facilities and equipment, and shall report immediately, damage to either, in writing, to the Superintendent or his/her designee.
- <u>Section 6:</u> Any case of assault upon an employee while performing their duties or any injury which occurs at, or as a result of, work shall be promptly reported to the employee's supervisor on a Board form.
- <u>Section 7:</u> Any written complaint filed by a student or parent against an employee with the Board or Its agents shall be reported to the employee involved as soon thereafter as is reasonably possible. It must be shared with the employee prior to being used as reason or purpose for disciplinary suspension or discharge.
- <u>Section 8:</u> Each employee shall have the right, upon request to the Superintendent or his/her designee, to review on an appointment basis, the contents of their personnel file. Such review must occur in the Business Office area under observation by a

representative designee of the Board. Such review will be scheduled to occur other than during employee work time. The employee has the option of having a representative of the Association with them. Copies of material in the file may be made by the Board for the employee at employee expense.

<u>Section 9:</u> The Association President or his/her designee shall be allowed four (4) leave days per year for Michigan Education Association sponsored meetings which may be taken in no less than one-half (½) day increments. The Association can only use this time for attendance at workshops or Association governance meetings.

#### ARTICLE 6 Negotiations

- Section 1: There shall be (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board; one (1) by the Association; and one (1) by the Superintendent or his/her designee. Copies of this Agreement titled "Master Agreement By and Between the Ionia County Intermediate School District and the Ionia Intermediate Support Personnel Association" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed. An additional five (5) copies of this Agreement shall be provided to the Association.
- <u>Section 2:</u> A copy of the school board agenda will be provided to the Association President at the same time it is sent to the Board Members. Changes in School Board personnel policies affecting employees in the Bargaining Unit shall be made available to the Association President during Board consideration and after Board adoption upon request.
- Section 3: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement.
- <u>Section 4:</u> Special conferences for important matters will be arranged between the Association President and the designated representative of the Board upon the request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of the Board. The Superintendent or his/her designee shall appoint the administrative members. The Association shall appoint the employee members.

#### ARTICLE 7 Working Conditions/Policies

- <u>Section 1:</u> Unsafe or hazardous conditions shall be reported in writing to the employer. The employee and employer will work together to take all reasonable efforts to correct the condition.
- Section 2: The Board shall reimburse the employee for personal property such as clothing, eyeglasses, cell phones, watches and jewelry damaged in excess of \$20.00 to a maximum of \$700.00 per occurrence while in the performance of employee's duties; provided said damage is not the result of employee negligence. Employee must provide original repair or replacement receipts to the Business Office within two weeks of date of incident. For damages above \$250, employee may provide an invoice to the Business Office for direct payment to provider (not to include taxes). Employees seeking reimbursement (or invoice) for personal property must complete an incident report and submit to their Supervisor within 5 school days of the incident. Failure to adequately protect oneself (i.e., protective equipment) shall constitute negligence.
- Section 3: Except as defined in Employee's job description (i.e., responsible to lock doors, etc.) no employee shall be held responsible for the administration or supervision of a building during working hours. Paraeducators may be responsible for supervision of a building during working hours when students and professional staff are involved in Community Based Instruction or if they are assigned to Transition Programs.
- <u>Section 4:</u> Each employee, at the beginning of their work year, shall be informed in writing who their chief supervisor is. The supervisor shall be responsible for all administrative duties as they relate to management of the employee.
- <u>Section 5:</u> Within twenty (20) working days after the first day of employment for the new year, each employee will be given their statement of employment (SOE) and job description. These documents shall identify the following:

#### Statement of Employment (SOE):

- Classification/position
- Chief supervisor
- Step/rate of pay

#### Job Description

- Qualifications
- Essential duties and performance responsibilities

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

#### Section 7: Mileage Reimbursement

Employees required to use their personal car for District business shall be reimbursed for mileage at a flat rate equal to the maximum allowed per the IRS Code Act, effective upon the date the new rate is announced, provided reporting requirements are completed as follows:

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

Employees who are assigned to one building for the entire workday and work week will only be reimbursed for mileage and travel which received prior written approval from their immediate supervisor before occurrence. No employee in this group will be provided mileage or expenses for travel to and from home to work.

Employees who are assigned to more than one building/site (including home visits) for the workday and week: Calculations of reimbursable mileage amounts shall begin at the first place of business or the ISD Office, whichever is closer to the employee's home. Calculations shall cease at the last place of business or the ISD Office, whichever is closer to the employee's home. Deductions shall be made by the employee for mileage during the day not related to work assignments.

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

#### Section 8: Overtime Rate

Employees who are assigned to work more than forty (40) hours in any one week shall be paid at the rate of one and one-half  $(1 \frac{1}{2})$  times their hourly rate for each hour or part hour over forty (40) hours. All overtime hours must be approved in advance by their chief supervisor.

#### Section 9: Facility Closings

Employees will be notified of school closings electronically. For the purpose of facility closings, Employees on FMLA leave will not be considered available for work.

A) If any school day that an employee (whose primary responsibility is noncustodial) is scheduled to work and is cancelled by the District, the employee shall be compensated for the hours they would have worked at the rate they are normally paid. If a cancelled day is rescheduled, the employee will be expected to work without additional compensation, as they have already been paid for that day.

B) When a building is closed after employees have reported to work, the employees will be sent home with no loss of pay for the day. If any one of the Board's buildings is closed due to facility problems, such as power plant failure, loss of heat, loss of water or health problems, (including epidemics), the affected staff and/or students will be reassigned or the building will be closed at the discretion of the Superintendent or his/her designee. Bargaining unit members will not suffer a loss of pay as a result of this provision. In addition, the Board will assist in the development of a telephone fan-out system for use in emergencies and/or for school closings.

C) Employees assigned to a local district as their "home base" will follow the school closing determination for that respective district/school closings subject to 9B above. If one or more schools remain open where employees are assigned, they should contact their supervisor for scheduling determination. HCAs assigned to Freedom Acres shall follow the school closings for Freedom Acres.

- Section 10: All regular daily full-time employees (five (5) hours or more per day) shall be entitled to two (2) fifteen (15) minute breaks daily, to be scheduled by the administration. All regular daily part-time employees (less than five (5) hours per day) shall be entitled to one (1) fifteen (15) minute break daily, to be scheduled by the administration. If an employee is believed to be abusing said breaks, they may be required to punch in and out for their break time.
- Section 11: Upon the recommendation of a majority of the members of the Board of Education, any employee may be required to submit to a physical or mental examination, the costs exceeding District-provided insurance to be picked up by the District. The Board will inform the employee of the reason for requiring such examinations.
- <u>Section 12:</u> It is the District's intention that, except in emergencies, or when the situation requires additional coverage, classroom assigned paraeducators should not be left alone for longer than fifteen (15) minutes (except for teacher's 30 minute breaks). Instructional itinerant paraeducators may be working one to one in a separate room for longer periods of time.

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

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

- <u>Section 13:</u> Employee assignments shall be the sole responsibility of the administration.
- <u>Section 14:</u> No employee will transport students in their personal vehicles.

#### Section 15: Substance Abuse

- A) The Board and the Association declare their mutual interest in maintaining a work environment free of substance abuse and its effects. The parties agree that selling, possessing, consuming, transferring, purchasing, or being under the influence of either alcohol or illegal drugs on school property or while performing work on behalf of the District, regardless of location, is strictly prohibited. A staff member who violates the above standards may face disciplinary action, up to and including termination.
- B) The Association and the Board jointly recognize that inappropriate use of alcohol and/or illegal drugs while on duty is unacceptable and may result in discipline or discharge of any employee found guilty of such use. An employee in this situation will be expected to enter professional care/counseling.
- C) If, in the Superintendent or his/her designee's opinion, alleged substance abuse is causing poor attendance or unsatisfactory job performance by a staff member, the Superintendent or his/her designee may discuss this with the staff member in an interview at which the staff member may have Association representation.
- D) The Board shall not engage in the random testing of staff members in order to determine if they are working under the influence of alcohol or illegal drugs. Except in cases in which realistic suspicion exists.
- E) The Board agrees that any staff member with an alcohol or drug abuse problem affecting their performance, who requests diagnosis and participates in a treatment program will not jeopardize his/her job rights or job security so long as job performance improves to the satisfaction of the supervisor. It is further agreed that such problems will be handled in a confidential manner.
- <u>Section 16:</u> Bargaining unit members will not be responsible for finding substitutes.

#### ARTICLE 8 Employment Status

- Section 1: The first sixty (60) work days shall be the probationary period for all employees. The Board reserves the right to extend by sixty (60) day increments, up to a maximum of one hundred eighty (180) work days, for any probationary employee who during the original sixty (60) work day probationary period has documented evidence of performance and/or attendance concerns as determined by the supervisor; or receives any disciplinary action. Probationary employees may be discharged at any point.
- <u>Section 2:</u> For purposes of this Agreement, an employee who is to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave shall be termed a substitute. It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the absenteeism or approved leave, not to exceed six (6) months.

#### ARTICLE 9 Discipline

- <u>Section 1:</u> The Board of Education reserves the right to discipline, up to and including dismissal of, any employee for any of the following reasons:
  - A) Failure to perform duties;
  - B) Neglect of duties;
  - C) Insubordination;
  - D) Improper conduct;
  - E) Incompetency;
  - F) Violation of this Agreement.

The District will use progressive discipline for all non-probationary employees. The District reserves the right to alter from progressive discipline depending upon the severity of the offense, (such as, but not limited to, violation of state law or student safety violations) and/or the employee's past disciplinary record. The following disciplinary steps may be omitted and/or followed:

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

<u>Section 2:</u> A warning or reprimand shall consist of the following minimum details:

- A) Statement of the problem(s) including examples thereof;
- B) Itemized specific suggestion(s) for improvement;
- C) Time allowed to obtain improvement in area of concern shall not be less than fifteen (15) nor more than sixty (60) work days in duration;
- D) Progress conferences will be held with the employee at least once every two (2) weeks during the review period.
- <u>Section 3:</u> No employee shall be disciplined or dismissed without just cause.
- <u>Section 4:</u> An employee shall be entitled to have present a representative of the Association during any investigatory meeting. An employee shall be advised of this right.
- Section 5: Following the investigatory meeting the district will report its findings back to the staff as soon as possible.

#### ARTICLE 10 Grievance Procedure

#### Section 1: Definition

A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract relative to hours, wages and working conditions. The following matters shall not be the basis of any grievance filed under the procedure in this Article:

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

#### Section 2: Purpose

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

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

#### Section 3: Grievance Procedure

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

<u>Section 4:</u> <u>Grievance Steps</u> Step 1. Immediate Supervisor Step 2. Program Director Step 3. Superintendent

#### Section 5: Grievance Timelines

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

#### • Initial filing-

Grievances shall be filed within thirty (30) working days of occurrence, knowledge, or discovery with exceptions for time spent trying to resolve the issue. See page 45 for Grievance Report and Information.

#### • District response-

A Written response shall be rendered within ten (10) working days of the filing or advancement of a grievance.

#### • Advancement of Grievance-

Grievances may be advanced to the next level if there is no response within the ten (10) working day timeline, or if the written response does not satisfactorily remedy the grievance.

#### • Superintendent response-

When a grievance reaches **Level 3: Superintendent**, the superintendent will have fifteen (15) working days to render a decision in writing to the member and/or the Association.

#### • Arbitration-

Within fifteen (15) working days of the Superintendent's response, or failure to respond, the Association's Grievance Committee may notify the Superintendent, in writing, that the grievance will be advanced to arbitration if:

- The Superintendent's response does not satisfactorily resolve the grievance, or
- $\circ$  The Superintendent fails to respond within the timeline.

#### Arbitration Procedure-

The request for arbitration shall be presented to the Superintendent and the Board of Education.

- The Association and the District representatives may mutually agree on an arbitrator.
- If the two parties cannot agree, a request shall be sent to the Michigan Employment Relations Commission (M.E.R.C.) for a list of qualified arbitrators. An arbitrator shall then be selected from this list according to the rules set forth by M.E.R.C. (See attached brochure in appendix \_\_\_\_)
- The cost of the arbitrator's fee shall be equally split between the Association and the District. Each party shall cover their

own costs for all other expenses related to the preparation for and conduct of the arbitration.

• The arbitration date and place shall be agreed upon by the parties in conjunction with the arbitrator.

#### ARTICLE 11 Seniority

- Section 1: For purposes of this Agreement, seniority shall be defined as that length of time since the first day of work in bargaining unit in the District, except, periods of unpaid, approved leave or layoff in excess of six (6) months shall not be counted toward seniority. An employee on Workers Compensation shall suffer no break in seniority.
- Section 2: Regular part-time employees, as defined in Article 9, Section 1, shall accrue seniority as described above.
- <u>Section 3:</u> Probationary employees have no seniority except for purposes of layoff and recall, provided the probationary employee has worked for the District in accordance with Article 8, Section 1.
- <u>Section 4:</u> Seniority with the District will terminate immediately upon discharge, termination, resignation, retirement, transfer to a non-recognized position or expiration of recall rights.
- Section 5: No later than September 30th, the Board shall prepare, publish and provide to the Association the seniority list. All employees shall be ranked on the list in order of their seniority as defined above. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by having the highest last four digits of the social security number. The Association will not have more than thirty (30) calendar days to verify the accuracy of said published list. Any discrepancies will be resolved by the Association and the Administration. If the Association fails to verify the published seniority list within the thirty (30) calendar days, the list will be the official seniority list.

#### ARTICLE 12 Layoff and Recall

#### Section 1: Specifics

- A) It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and necessary support staff, and that the procedures set forth in this Article shall be used in laying off employees.
- B) For purposes of this Agreement, "qualified" shall be defined as the ability of the employee to perform the job tasks, functions, and duties as detailed on the position's annual job description, prior to them being placed in the position.

#### Section 2: Indefinite Layoff

- A) When it is determined by the Board that it will be necessary to reduce its support staff and it becomes necessary to lay off an employee or employees for an indefinite period of time and the employees involved are determined by the Board to be equally qualified, the employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification are qualified.
- B) Bargaining unit employees shall receive no less than thirty (30) calendar days prior notice of layoff. The statement of employment notice of any employee who is employed through special funds such as State or Federal project grants which are subject to short notice of discontinuance and which provide at least eighty percent (80%) of Employee's salary shall so indicate; such employees shall be subject to no less than a fourteen (14) calendar day notice of layoff.
- C) Laid off employees shall accrue no seniority or contracted benefits during their period of layoff, except as provided in Article 12: Section 1.
  However, the employee shall have the right to purchase medical coverage for herself up to one year after layoff.

# Section 3:Temporary LayoffIt is recognized that voluntary temporary layoffs caused by a lack of work or for<br/>financial reasons may be requested from time to time without regard to seniority.<br/>However, no employee may be laid off without regard to seniority in excess of<br/>120 hours per contract year, nor without their consent.

#### <u>Section 4:</u> <u>Bumping Procedure</u> This bumping procedure is available to seniority employees who are laid off for an indefinite period of time only.

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

#### Section 5: Recall

A)

#### **Indefinite**

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

B) <u>Temporary</u>

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

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

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

- <u>Section 7:</u> If the employee fails to notify the Board of job acceptance within ten (10) work days and report for work within twenty (20) work days from the date of receipt of the letter, unless an extension is granted in writing by the Board, said staff member shall be considered to have voluntarily quit.
- <u>Section 8:</u> An employee, with the consent of the Board, may waive in writing their rights under this Article (i.e., voluntary layoff, leaves, etc.).
- Section 9: Employees shall have recall duration rights equal to one (1) month for each month employed by the District, not to exceed thirty-six (36) months total.
- <u>Section 10:</u> The Association may accept an alternate plan of layoff, e.g., reduced hours or jobsharing, and if such Board-approved plan is accepted, provisions of this Article shall not prevail.
- Section 11: An employee may accept a reduced work load in their same position, if offered, in lieu of a layoff.

#### ARTICLE 13 Experience

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

#### ARTICLE 14 Vacancies/Transfers/Promotions

- Section 1: Whenever a new vacancy or opening in a recognized position shall occur, vacancies will be posted on the ISD web site and via ISD email. Such notices shall include job description, necessary skills, qualifications, starting date, and application deadline date. No vacancy shall be filled, except in case of emergency, on a temporary basis, until such vacancy shall have been posted. Present employees, who apply in writing, will be given an interview and serious consideration for any vacancies which exist based on their qualifications and seniority. The Board reserves the right to hire from outside the bargaining unit to fill any vacancy. However, when one or more qualified bargaining unit members apply, the Board will only hire from outside when the outside applicant has superior qualifications. Bargaining unit applicants shall be notified in writing if they will or will not be employed for the position, and the reason(s) for the denial.
- <u>Section 2:</u> If an employee is promoted to a higher paying position or classification, the employee shall be given not less than five (5) nor more than a forty (40) continuous working day trial in which to show their ability to perform on the new job. If, in the opinion of the administration, the employee cannot perform the duties of the new position competently, the employee shall be returned to their previous assignment and rate of pay.
- <u>Section 3:</u> <u>Temporary Assignments</u> Rate of pay shall not be increased nor decreased for temporary position assignments or classifications which do not exceed five (5) continuous working days in duration.
- <u>Section 4:</u> Permanent Job Assignment Change Involuntary transfers without at least fifteen (15) days notice prior to the effective date of a permanent job assignment change are to be minimized. A meeting will be conducted between the employee affected and their administrative supervisor at which time the reason for the assignment change will be shared with the employee. The employee shall be entitled to Association representation at their option. If the employee does not agree with the change, the employee may appeal to the Superintendent or his/her designee. The Superintendent or his/her designee will meet with the employee and their Association representative within five (5) working days of the appeal request. Permanent involuntary transfer which causes a change of classification will not cause a decrease in the employee's rate of pay.

#### ARTICLE 15 Holidays and Vacations

<u>Section 1:</u> All employees are eligible for the following paid holidays which occur when they are employed and scheduled for work by the Board.

Recognized holidays include:

Labor Day Thanksgiving Day after Thanksgiving Christmas Eve Christmas Day The Next Two Days after Christmas New Years Eve New Years Day Memorial Day

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

- <u>Section 2:</u> To receive holiday pay, employees must work the last scheduled work day prior to the holiday and the first scheduled work day following the holiday, unless other arrangements are made and properly approved.
- Section 3: Less than 12-month employees will not be paid for holidays that occur outside the span which that employee regularly works.
- <u>Section 4:</u> <u>Holiday pay shall be calculated as follows:</u> Number of daily hours listed on the employees' current statement of employment form.

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

- A) Through the first three (3) years of employment (5/6 day per month worked);
- B) After three (3) years of employment (1 <sup>1</sup>/<sub>4</sub> days per month worked);
- C) After ten (10) years of employment (1.666 days per month worked).

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

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

Section 6: For purposed of this Article, full time shall be considered to be employed thirty-five (35) or more hours per week.

#### ARTICLE 16 Paid Leave

#### Section 1: Paid Leave:

Paid leave shall be granted to all employees of the District on the basis of .06923 times the number of hours paid bi-weekly, maximum yearly accrual of one-hundred-thirteen (113) hours for 10-month employees, and maximum yearly accrual of one-hundred-thirty-five (135) hours for 12-month employees, lifetime accrual of nine-hundred-seventy-five (975) hours. Forty-five (45) hours of the first year's paid leave may be advanced to a new employee during the first half of the school year. The administration reserves the right to demand, either in advance of or contemporaneous with alleged illness, certification of employee illness by a medical doctor. The Board agrees to pay the portion of the cost of said required medical certification not covered by insurance, provided the employee is certified as ill. Paid leave may be used for:

- A) The personal illness or disability of the employee, including pregnancy related disability.
- B) Up to four (4) days per occurrence may be used to care for an ill or disabled member of the immediate family. Immediate family shall be defined for the purpose of this provision as spouse, children, parent or other family members who are dependent on employee's care. In the event of catastrophic illness, further use may be approved by the Department Director or Superintendent or his/her designee.
- C) Up to five (5) days per occurrence may be used to attend or arrange funerals in the immediate family. The immediate family shall be defined as spouse, children, parents, grandparents, grandchildren, sibling, and father and mother of spouse, and other relatives who hold the place of these persons. Up to three (3) days per year may be used to attend or arrange funerals for other family members or close personal friends.
- D) Up to two (2) days per year may be used for the employee's personal use.
  Except in emergencies, employee shall provide employee's supervisor with at least five (5) days prior notice.

At the discretion of the Administration, employees returning to work from sick leave may be required to present a doctor's statement certifying the employee's ability to return to work. Employees will be required to utilize the District's substitute employee management system to report their absence. If unable to utilize the system to report an emergency, requests should be directed to employee's supervisor. In order to request a personal business day, pre-approval must be obtained from employee's supervisor. If the employee fails to notify the District via the substitute employee management system or supervisor within one (1) week after returning to work, the hour(s) shall be considered unpaid leave, (2) deducted from employee's next paycheck(s).

- <u>Section 2:</u> If an employee has substantiated work-related injury and qualifies for Worker Compensation Benefits, he/she may elect to receive Sick Day Benefits only for the prorated difference between Workers Compensation benefits and the employee's full salary. If an employee is off work for more than the seven (7) continuous qualifying days, the first seven (7) days may be District paid sick hours to be deducted from said employee.
- <u>Section 3:</u> The District shall pay to the employee upon resignation, or to the employee's beneficiary in the event of death, the following amounts for each day of unused sick leave the employee has accrued with the District:

After 10 years of service - \$45/day After 17 years of service - \$65/day (Each day constitutes seven (7) hours)

In the case of death, the claim must be accompanied by a certified copy of the death certificate as provided by or on behalf of the beneficiary. Employees terminated by the District shall not be eligible for benefits under this section.

- <u>Section 4:</u> The administration shall note on each employee's individual contract form, their cumulative sick leave balance as of the first day of the new school year.
- <u>Section 5:</u> Paid leave will be calculated as follows: Number of daily hours listed on the employee's current statement of employment form.

#### ARTICLE 17 Unpaid Leave

Section 1: Disability Leave

- A) An employee who has completed their probationary period with the District and who is unable to work because of certifiable personal illness or disability and who has exhausted all sick leave available to them, shall be granted a leave of absence without pay except as provided under the Family and Medical Leave Act (FMLA) for the duration of such illness or disability, up to a maximum of one (1) year. The Superintendent or his/her designee may, at their discretion, upon written request from the employee, extend the unpaid leave. A person taking the place of an employee on leave under this section shall be deemed a substitute, excluded from the bargaining unit and the position shall not be considered a vacancy during the leave.
- B) At the time of requesting the unpaid leave, the employee shall request a prospective termination date of the unpaid leave of absence. Reemployment will commence upon the date set by the Superintendent or his/her designee. It is understood that the foregoing shall not supersede provisions for layoff, position terminations, or other provisions of law or this contract.
- C) An employee may make written application to the Superintendent or his/her designee for reinstatement prior to expiration of the unpaid leave granted by the Superintendent or his/her designee. However, the Superintendent or his/her designee reserves the right, in their sole discretion, to approve accelerated termination of the unpaid leave on the basis of each individual case.
- D) Failure to return from unpaid leave on the date specified by the Superintendent or his/her designee shall be conclusively deemed a resignation unless mutually agreed upon by the Superintendent or his/her designee and the employee prior to said date.
- E) An employee may be granted an extended unpaid leave to care for a family member. However, if the family member is suffering from a serious illness, injury or requires surgery, the unpaid leave will be granted for up to five (5) days. Extensions may be granted with approval of the Superintendent or his/her designee credit, and without sick leave accumulation.

#### Section 2: Extended Unpaid Leave

A) Any employee shall have the right to make written application for an unpaid leave of absence of not to exceed one (1) full year, without pay or fringe benefits except as provided under the Family and Medical Leave Act (FMLA). A written application shall include the reason for requesting such leave and the anticipated duration of the leave. Consideration may be given by the Superintendent or his/her designee to leave requests under this provision for alternative career leaves. Leaves under this provision shall be granted at the sole discretion of the Superintendent or his/her designee.

- B) At least thirty (30) calendar days prior to the expiration date of the approved leave, if approved, the employee must give written notice of intent to return to their position by certified mail. Failure to give such timely notice shall be deemed a voluntary resignation. An employee providing such timely notices shall be returned to the same position or another position for which he is certified and qualified, subject to possible restrictions elsewhere in the Agreement.
- C) It is expressly understood that seniority shall not accrue beyond six (6) months and increment shall not be granted while on approved leave under this provision.
- D) A person employed by the District to temporarily fill a position under this section shall not be considered a member of the bargaining unit.

#### Section 3: Child Care Leave

- A) An unpaid leave of absence without fringe benefits, except as provided under the Family and Medical Leave Act (FMLA) of up to one (1) year, shall be granted to any employee for the purpose of child care, including birth and adoption, providing a suitable replacement can be secured. The employee shall provide the employer with at least thirty (30) calendar days prior notice, except in emergencies.
- B) At least thirty (30) calendar days prior to the expiration date of the approved leave, if approved, the employee must give written notice of intent to return to their position by certified mail. Failure to give such timely notice shall be deemed a voluntary resignation. An employee providing such timely notice shall be returned to the same position or another position for which he is certified and qualified, subject to possible restrictions elsewhere in the Agreement.
- C) It is expressly understood that seniority shall not accrue and increment shall not be granted while on approved leave under this provision.
- D) A person employed by the District to temporarily fill a position under this section shall not be considered a member of the bargaining unit.

#### Section 4: Short Term Unpaid Leave

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

#### ARTICLE 18 Unpaid Military Leave

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

#### ARTICLE 19 Jury Duty/Subpoena

- Section 1: Any employee who is selected to serve on jury duty or is subpoenaed to testify during working hours shall be excused from work without use of any leave time and shall be paid for each working day served. Employees will be required to turn in to the Business Office a copy of all wages received from the court for jury duty for each work day or portion of a work day served, so that amount can be deducted from the employees next payroll check.
- <u>Section 2:</u> The employee is expected to report back to work if the daily jury duty/subpoena time and necessary travel time allows it.

#### ARTICLE 20 Saving Clause

<u>Section 1:</u> If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE 21 Continuity of Operations

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

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

#### ARTICLE 22 Evaluation

- <u>Section 1:</u> Evaluation of all bargaining unit members shall be conducted at least every three (3) years by an administrator and completed no later than May 15 of the current year. An evaluation may be done in the off years if the administrator deems it as being necessary or appropriate.
- <u>Section 2:</u> The evaluation shall be placed in writing and given to the employee. If a supervisor believes that the employee's performance is unsatisfactory, the reasons shall be listed in specific terms. There shall be suggestions for improvement and failure to list a specific area of deficiency in future evaluations shall be interpreted that improvement has taken place. The evaluation form may be changed by the administration with input from the bargaining unit representative.

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

#### ARTICLE 23 Payroll and Deductions

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

- A) Credit Union;
- B) Bank savings/checking account;
- C) Additions to carrier-provided health insurance;
- D) Coffee fund
- E) Annuities (per Article 25).

<u>Section 2:</u> The payroll period will be established by the Board or its administration.

# ARTICLE 24 Summer Employment of HCAs

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

# ARTICLE 25 Benefits/Options

<u>Section 1:</u> <u>Benefits - Full-time employees</u> Employees working an average of thirty-seven (37) hours per week for a minimum of thirty seven (37) weeks per year shall be aligible to enroll it

minimum of thirty-seven (37) weeks per year shall be eligible to enroll in a Board provided Health Insurance.

The employer shall pay no more than the maximum hard cap allowable as determined PA152. The hard cap will increase annually on January 1<sup>st</sup>. If a future medical benefit plan year change is considered, the Board and Association leadership shall discuss the impacted changes prior to implementation. Said employee, shall also be eligible to enroll in Board provided Pak B Benefit Plan. Information regarding coverage and deductibles is available online through the employer website.

Pak B Delta Dental 100x:/75/50 Annual Max: \$3,000 (fillings at 100%) VSP-2 (effective 1/1/20) \$30,000 Life with AD & D

If the employee elects, the employee's premium contribution will be payroll deducted through a qualified Section 125 Plan which allows for pretax contributions.

Any eligible employee not receiving health insurance, shall receive a board subsidy in the amount of \$50.00 per pay period paid out over 18 pays starting in October, which may be contributed toward an annuity.

- <u>Section 2:</u> <u>Benefits Part-time employees</u> Employees not qualified in Section 1 above who work at least an average of twenty-five (25) hours per week for a minimum of thirty-seven (37) weeks per year shall be eligible to receive prorated Board paid subsidy not to exceed \$75.00 per month, which may be contributed toward an annuity.
- Section 3: All employees will receive Board paid life insurance in the amount of \$30,000.00 with AD & D.

Section 4: Eligibility/Enrollment

A) <u>Eligibility:</u>

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

# B) <u>Enrollment:</u>

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

# Section 5: Duplicity Coverage

The District will not provide payments for any insurance for employees or their spouses or families covered under any other group health insurance coverage unless the spouse cannot drop the coverage. Failure to report other coverage to the District resulting in dual coverage constitutes a breach of this Agreement.

Payments made for employees having other group health or dental insurance coverage shall be paid to the District in full or may be withheld from the employees' paycheck.

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

<u>Section 6:</u> <u>Continuation of Coverage</u> Employee insurance/options shall be discontinued upon voluntary or involuntary employment severance from the District, or sixty (60) days after employee goes on worker compensation coverage, or thirty (30) days following exhaustion of sick leave benefits for extended leaves.

# Section 7: Employee Paid Annuities

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

- A) Michigan Education Financial Services Association
- B) AIG/Valic
- C) Plan Member
- D) The Legend Group
- E) Waddell & Reed/Nationwide
- G) Midwest Capital Advisors
- <u>Section 8:</u> Employees who do not receive health insurance under this Agreement may elect payroll deduction for Board Health Insurance premiums paid one month in advance.

# ARTICLE 26 Compensation and Calendar

Section 1: Wage Schedules

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

Steps and longevity rates will continue to be applied throughout the duration of this Agreement.

# Section 2: Longevity

Those employees with eight (8) or more years of continuous District experience, and at the maximum of their wage scale, will receive a \$.65 per hour longevity rate which will be added to their Step 6 classification rate. Those employees with twelve (12) or more years of continuous District experience, and at the maximum of their wage scale, will receive a \$.85 per hour longevity rate which will be added to their Step 6 classification rate. Those employees with fifteen (15) or more years of continuous District experience, and at the maximum of their Step 6 classification rate. Those employees with fifteen (15) or more years of continuous District experience, and at the maximum of their Step 6 classification rate. Step 6 classification rate which will be added to their Step 6 classification rate which will be added to their step 6 classification rate. Said longevity will be activated on the employee's anniversary hire date.

<u>Section 3:</u> <u>Attendance Incentive Payment</u> Unit employees who achieve 100% attendance for the entire contract year shall be eligible for an annual incentive equal to two (2) day's pay. Employees eligible under this provision are those who have used no paid sick leave or personal leave, or unpaid leave.

# Section 4:Tuition ReimbursementPayment of up to \$100.00 per semester hour of credit earned will be reimbursed<br/>to non-probationary employees if such hours are related to the employee's job<br/>(limit to six (6) semester hours per year). If the District has mandated training<br/>requirements, the District will pay the full amount of actual costs. The course<br/>grade must be a "C" or better to be eligible for District reimbursement.<br/>Employees wishing to apply for said payment must have their supervisor's prior<br/>approval and shall apply as follows:

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

# Section 5: Calendar

The HCAs or Deaf/Hard of Hearing Interpreters who are assigned to individual students who are identified as autism spectrum disorder (ASD), hearing impaired (HI), or physically impaired or otherwise health impaired (PI-OHI), will:

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

In addition to all student attendance days, two (2) professional development days will be scheduled for all HCAs and three (3) for Deaf/Hard of Hearing Interpreters with the following parameters:

- no earlier than two (2) weeks prior to the start of the regular school year,
- will be non-student days,
- consist of at least the same number of hours each individual regularly works per day,
- may be scheduled in no less than three and one-half (3.5) hour increments,
- may not conflict with summer school, and
- extra-curricular activities will not be used to offset these days/hours.

# ARTICLE 27

# Duration of Agreement

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2022 and shall continue in effect for the term of this Agreement until the 30th day of June, 2023.

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

# IONIA INTERMEDIATE SUPPORT PERSONNEL ASSOCIATION

and

# IONIA COUNTY I.S.D. BOARD OF EDUCATION

| By: _ |                   | Date: |  |
|-------|-------------------|-------|--|
| -     | (Board President) |       |  |
| By: _ |                   | Date: |  |
|       | (IISPA President) |       |  |
|       |                   |       |  |
| By: _ |                   | Date: |  |
|       | (Board Secretary) |       |  |
| By: _ |                   | Date: |  |
| -     | (IISPA Secretary) |       |  |

# Ionia Intermediate Support Personnel Association Wage Schedule

| IONIA COUNTY INTERMEDIATE SCHOOL DISTRICT |                  |                         |   |          |          |                           |
|---|------------------|-------------------------|---|----------|----------|---------------------------|
| 2022-2023                                 |                  |                         |   |          |          |                           |
|   | CTE Para         | CTE ACA Para            | Mentor                                  | CUST/    | CUST/    | Interpreter               |
|   | HCA/Housekeeping | ASD/SEI Center<br>Based | Mentor/Visually<br>Impaired/Transitions | Maint #1 | Maint #2 | CTE Clinical<br>Assistant |
|   | А                | В                       | С                                       | D        | E        | F                         |
| Step 1                                    | \$12.79          | \$13.04                 | \$13.15                                 | \$15.71  | \$15.87  | \$26.49                   |
| Step 2                                    | \$13.78          | \$14.03                 | \$14.13                                 | \$16.73  | \$16.89  | \$27.49                   |
| Step 3                                    | \$14.78          | \$15.03                 | \$15.13                                 | \$17.71  | \$17.86  | \$28.50                   |
| Step 4                                    | \$15.74          | \$15.98                 | \$16.09                                 | \$18.69  | \$18.88  | \$29.50                   |
| Step 5                                    | \$16.71          | \$16.96                 | \$17.07                                 | \$19.67  | \$19.85  | \$30.50                   |
| Step 6                                    | \$17.72          | \$17.97                 | \$18.08                                 | \$20.68  | \$20.86  | \$31.52                   |
| Longevity                                 |                  |                         |   |          |          |                           |
| 8 Yrs (\$0.65)                            | \$18.37          | \$18.62                 | \$18.73                                 | \$21.33  | \$21.51  | \$32.17                   |
| 12 Yrs (\$0.85)                           | \$18.57          | \$18.82                 | \$18.93                                 | \$21.53  | \$21.71  | \$32.37                   |
| 15 Yrs (\$1.05)                           | \$18.77          | \$19.02                 | \$19.13                                 | \$21.73  | \$21.91  | \$32.57                   |

| July 2022   | July   | January 2023  | January  |
|---|--|---|--|
| Su M Tu W Th F Sa   | 4 Independence Day   | Su M Tu W Th F Sa   | 2 Winter Break (cont.)   |
|   | 4 Independence Day   | 1 2 3 4 5 6 7   | (December 19th - January 2nd)  |
| 3 4 5 6 7 8 9   |  | 8 9 10 11 12 13 14  | 16 MLK Holiday   |
| 10 11 12 13 14 15 16  |  | 15 16 17 18 19 20 21  | (No Students / Staff PD)   |
| 17 18 19 20 21 22 23  |  | 22 23 24 25 26 27 28  | (No Sudenis/ Stall PD)   |
| 24 25 26 27 28 29 30  |  | 22 23 24 25 26 27 26  |  |
| 31  |  | 28 30 31  |  |
| August 2022   | August   | February 2023   | February   |
|   |  |   | 17 Mid-Winter Break  |
| Su M Tu W Th F Sa   | 15 Staff PD  | Su M Tu W Th F Sa   |  |
| 1 2 3 4 5 6   | 17 First Day for Students  | 1 2 3 4   | (January 17th - 20th)  |
| 7 8 9 10 11 12 13   |  | 5 6 7 8 9 10 11   |  |
| 14 15 16 17 18 19 20<br>21 22 23 24 25 26 27  |  | 12 13 14 15 16 17 18<br>19 20 21 22 23 24 25  |  |
| 21 22 23 24 25 26 27  |  | 26 27 28  |  |
|   |  |   |  |
| September 2022  | September  | March 2023  | March  |
| SuM TuW ThF Sa  | 2 Labor Day Weekend  | SuM TuW ThF Sa  | 31 Friday before Spring Break  |
| 1 2 3   | (September 2nd - 5th)  | 1234  |  |
| 4 5 6 7 8 9 10  |  | 5 6 7 8 9 10 11   |  |
| 11 12 13 14 15 16 17  |  | 12 13 14 15 16 17 18  |  |
| 18 19 20 21 22 23 24  |  | 19 20 21 22 23 24 25  |  |
| 25 26 27 28 29 30   |  | 26 27 28 29 30 31   |  |
|   |  |   |  |
| October 2022  | October  | April 2023  | April  |
| SuM TuW ThF Sa  | October  | SuM TuW ThF Sa  | 3 Spring Break   |
| SuM TuW ThF Sa  | October  | Su M Tu W Th F Sa   |  |
| Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8  | October  | Su M Tu W Th F Sa<br>2 3 4 5 6 7 8  | 3 Spring Break   |
| Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8        9      10      11      12      13      14      15   | October  | Su M Tu W Th F Sa<br>1<br>2 3 4 5 6 7 8<br>9 10 11 12 13 14 15  | 3 Spring Break   |
| Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8        9      10      11      12      13      14      15        16      17      18      19      20      21      22   | October  | Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8        9      10      11      12      13      14      15        16      17      18      19      20      21      22   | 3 Spring Break   |
| Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8        9      10      11      12      13      14      15        16      17      18      19      20      21      22        23      24      25      26      27      28      29                   | October  | Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8        9      10      11      12      13      14      15        16      17      18      19      20      21      22        23      24      25      26      27      28      29   | 3 Spring Break   |
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| Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8        9      10      11      12      13      14      15        16      17      18      19      20      21      22        23      24      25      26      27      28      29        30      31 | November<br>23 Thanksgiving Break  | Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8        9      10      11      12      13      14      15        16      17      18      19      20      21      22        23      24      25      26      27      28      29        30      3      4      5      6      7      8        May 2023        Su      M      Tu      W      Th      F      Sa        1      2      3      4      5      6      7      8      9      10      11      12      13   | 3 Spring Break<br>(April 3rd - 7th)<br>May<br>26 Memorial Day Weekend                              |
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| Su      M      Tu      W      Th      F      Sa        2      3      4      5      6      7      8        9      10      11      12      13      14      15        16      17      18      19      20      21      22      23      24      25      26      27      28      29      30      31     | November<br>23 Thanksgiving Break<br>(November 23rd - 25th)<br>December<br>19 Winter Break | Su    M    Tu    W    Th    F    Sa      2    3    4    5    6    7    8      9    10    11    12    13    14    15      16    17    18    19    20    21    22      23    24    25    26    27    28    29      30    I    I    2    3    4    5    6      7    8    9    10    11    12    13      1    2    3    4    5    6      7    8    9    10    11    12    13      14    15    16    17    18    19    20      21    22    23    24    25    26    27      28    29    30    31    I    I    I      21    22    23    24    25    26    27      28    29    30    31    I    I    I      June 2023   | 3 Spring Break<br>(April 3rd - 7th)<br>May<br>26 Memorial Day Weekend<br>(May 26th - 29th)         |
| Su    M    Tu    W    Th    F    Sa      2    3    4    5    6    7    8      9    10    11    12    13    14    15      16    17    18    19    20    21    22      23    24    25    26    27    28    29      30    31   | November<br>23 Thanksgiving Break<br>(November 23rd - 25th)<br>December                    | Su    M    Tu    W    Th    F    Sa      2    3    4    5    6    7    8      9    10    11    12    13    14    15      16    17    18    19    20    21    22      23    24    25    26    27    28    29      30    I    I    2    3    4    5    6      7    8    9    10    11    12    13    14    15    6      7    8    9    10    11    12    13    14    15    16    17    18    19    20    21    23    24    25    26    27    28    29    30    31    14    15    16    17    18    19    20    21    22    23    24    25    26    27    28    29    30    31    14    15    16    17    18    19    20    21    22    23    24 <td< td=""><td>3 Spring Break<br/>(April 3rd - 7th)<br/>May<br/>26 Memorial Day Weekend<br/>(May 26th - 29th)<br/>June</td></td<> | 3 Spring Break<br>(April 3rd - 7th)<br>May<br>26 Memorial Day Weekend<br>(May 26th - 29th)<br>June |
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| Su M Tu W Th F Sa      2    3    4    5    6    7    8      9    10    11    12    13    14    15      16    17    18    19    20    21    22      23    24    25    26    27    28    29      30    31   | November<br>23 Thanksgiving Break<br>(November 23rd - 25th)<br>December<br>19 Winter Break | Su M Tu W Th F    Sa      2    3    4    5    6    7    8      9    10    11    12    13    14    15      16    17    18    19    20    21    22      23    24    25    26    27    28    29      30    0    0    0    0    0    0      May 2023      Su M Tu W Th F    Sa    1    12    13    14    15    16    17    18    19    20    21    22    23    24    25    26    27    28    9    30    11    12    13    14    15    16    17    18    19    20    21    22    23    24    25    26    27      28    29    30    31    0 <td>3 Spring Break<br/>(April 3rd - 7th)<br/>May<br/>26 Memorial Day Weekend<br/>(May 26th - 29th)<br/>June</td>            | 3 Spring Break<br>(April 3rd - 7th)<br>May<br>26 Memorial Day Weekend<br>(May 26th - 29th)<br>June |
| Su M Tu W Th F Sa      2    3    4    5    6    7    8      9    10    11    12    13    14    15      16    17    18    19    20    21    22      23    24    25    26    27    28    29      30    31   | November<br>23 Thanksgiving Break<br>(November 23rd - 25th)<br>December<br>19 Winter Break | Su    M    Tu    W    Th    F    Sa      2    3    4    5    6    7    8      9    10    11    12    13    14    15      16    17    18    19    20    21    22      23    24    25    26    27    28    29      30    1    10    11    12    13    14    15      1    2    3    4    5    6    7    8    9    10    11    12    13      1    1    2    3    4    5    6    7    8    9    10    11    12    13      14    15    16    17    18    19    20    21    22    23    24    25    26    27      28    29    30    31    10    10    10    10    10      June 2023      Su    M    Tu    W    Th    F    Sa   | 3 Spring Break<br>(April 3rd - 7th)<br>May<br>26 Memorial Day Weekend<br>(May 26th - 29th)<br>June |

# Ionia Intermediate School District 2022-2023 Calendar

Note: 184 - Staff Days which includes: 2 days of PD (1 of which is individual flexible PD) & 1 day of staff meeting / Independent work time

Note: 181 Student Days which includes: 6PD days

\*CALENDAR SUBJECT TO CHANGE

Calendar Templates by Vertex42.com

https://www.vertex42.com/calendars/

# **GRIEVANCE REPORT FORMAT**

Ionia Intermediate School District

# (Submit to Supervisor and Superintendent)

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

| Na   | me(s) of Grievant(s)    |                               |                             |           |
|--|-------------------------|-------------------------------|-----------------------------|-----------|
| Bu   | ilding/Department       | Classification                | Date                        |           |
| A.   | Date grievance occurred | or was discovered: (Timelines | : Grievance must be filed v | within 30 |
|  | days of this date)      |                               |                             |           |
| В.   | 1. Statement of Griev   | vance                         |                             |           |
|  |                         |                               |                             |           |
|  |                         |                               |                             |           |
| 2. Section(s) and/or subsection(s) of the contract alleg |                         | alleged to have been violat   | ed                          |           |
|  |                         |                               |                             |           |
|  |                         |                               |                             |           |
|  |                         |                               |                             |           |
|  | 3. Relief Sought        |                               |                             |           |
|  |                         |                               |                             |           |
|  |                         |                               |                             |           |
|  | . <u>.</u>              |                               |                             |           |
|  |                         |                               |                             |           |

Signature of Grievant or Representative

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#### Between

# The Ionia County Intermediate School District Board of Education

#### and

# Ionia Intermediate Support Personnel Association

## 8-29-18

## Amended: 10-8-19

# North LaValley Student Transportation

# The parties agree to the following:

- Effective August 22nd, 2018, Ionia County Intermediate School District (ICISD) agreed to transport on behalf of North LaValley School District (Ionia Township #2) one resident student to his Individual Education Plan-determined program at Freedom Acres school.
- 2. Above noted transportation shall be conducted through a rotation of Freedom Acres healthcare aides (HCA's) using ICISD fleet vehicles. At all times shall there be two HCA's on this transportation route; one as the driver and one as an aide for the student.
- Student and staff safety is of the highest priority for both the ICISD and IISPA. The district agrees to monitor the transportation plan and review with the IISPA this arrangement in order to best protect all involved parties.
- 4. Due to the many circumstances that impact this transportation arrangement outside of the control of both the ICISD and IISPA such as student residency status, financial sustainability of North LaValley School District and the local decision-making authority maintained by North LaValley, this letter of agreement shall be reviewed annually.

## Amendment: October 8, 2019

A. The parties agree that staff participating in the transportation plan as outlined above and dated August 29, 2018 shall be compensated at a flat rate of \$20 per hour while transporting above North LaValley resident student to and from

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Freedom Acres School. It is mutually understood that each trip to and from the

school building is approximately 30 minutes per round trip. Employees are to submit paper time cards for these transportation routes.

B. This addendum shall be reviewed by both parties the week of December 2-6, 2019 to evaluate the potential continuation, modification and/or discontinuation of student transportation as outlined in this agreement.

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For the ISD Board

For the IISPA

10-10-19

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Date

10-9-19

Date

## Between

# The Ionia County Intermediate School District Board of Education

## and

# Ionia Intermediate Education Association and Ionia Intermediate Support Personnel Association

# 08/17/2021

The Ionia County Intermediate School District Board of Education recognizes the importance of both our professional and support staff. As a way to show their appreciation, the Ionia County Intermediate School District Board of Education would like to extend the following retention (appreciation) bonus to all professional and support staff of Ionia County Intermediate School District.

- For all professional and support staff employed prior to November 1, 2021 and who are employed by the district on January 3, 2022 the board will pay each staff member \$500 on the first payroll in February of 2022.
- For all professional and support staff employed prior to April 1, 2022 and who are employed by the district on September 9, 2022 the board will pay each staff member \$500 on the first payroll in October of 2022.
- For all professional and support staff employed prior to April 1, 2023 and who are employed by the district on September 8, 2023 the board will pay each staff member \$1,000 on the first payroll in October of 2023.

All parties agree that these are off schedule bonus payments and will not extend past the last payment in October of 2023.

Ethan Ebensteer

For the ISD Board

For the IISPA Board

8-17-2021 Date

8-17-21 Date

<u>8-18-21</u> Date

## Between

## The Ionia County Intermediate School District Board of Education

## and

## Ionia Intermediate Support Personnel Association

# 1-19-2022

## Support Staff Serving as Substitute Teachers

Public Act 129 of 2021 amended MCL 380.1233 impacting provisions for substitute teaching eligibility, including allowing the opportunity for support staff to substitute teach when previously not eligible. These new flexibilities are effective through June 30, 2022.

The parties agree to the following provisions concerning Ionia County Intermediate School District support staff regarding the opportunity to substitute teach in District classrooms.

- Support staff shall not be required to substitute teach for a classroom instructor. This shall be <u>voluntary</u> only.
- District administration reserves the right to final determination of which support staff that volunteer to substitute teach may be allowed to do so, for which classrooms, and for what duration.
- 3. The District will make every attempt to keep support staff that volunteer to substitute teach within their current assignment area. (e.g. Career Center paraprofessionals will be eligible to substitute teach at the Career Center, ASD Health Care Aides (HCA) within ASD classrooms, MoCi HCA within MoCi classrooms, DHH interpreters within the DHH classroom).
- 4. In areas where enough support staff are interested in volunteering to substitute teach; the District will look to assign staff on an equitable basis, such as a rotation, to ensure opportunity for interested parties. This does not supersede section 2 above, reserving the district's right to approve which support staff that volunteer to substitute teach are selected by administration to do so.
- 5. The District shall pay support staff that substitute teach an additional \$75 per day for each full day of substitute teaching *beyond* their regular daily hours and hourly wages. The District shall pay support staff that substitute teach an additional \$37.50 per day for each half-day of substitute teaching *beyond* their regular daily hours and hourly wages.
- A full day of substitute teaching shall be defined as 50% or more of the scheduled classroom teacher's work day. A half-day of substitute teaching shall be defined as anything less than 50% of the scheduled classroom teacher's work day.
- 7. The District agrees to make the provisions of this agreement retroactive to January 3, 2022.
- This letter of agreement does not replace the current letter of agreement for certified HCA accepting long term substitute teaching assignments (see "Instructional and Non-Instructional Hourly Rates" Letter of Agreement dated 1–12-2020).
- 9. The provisions for this letter of agreement shall expire on June 30, 2022.

Ethan Ebenstei

1/20/22

Date

For the IISPA

For the ISD Board

1-21-22

Date

#### Between

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

and

#### Ionia Intermediate Support Personnel Association

1-7-2020

Revised 1-18-2022

# Revised 7-1-2022

# ISD Center-Based Health Care Aides as Long Term Substitute Teachers

The parties agree that ISD Center-based Health Care Aides (HCA) that are certified, eligible, requested by the district and agree to accept a long term substitute teaching assignment for ISD Center-based classrooms shall be compensated at \$30 per hour. A long term substitute teaching assignment for the purpose of this agreement shall be defined as five (5) or more consecutive days in the assignment.

This agreement shall be retroactive to November 18, 2019 for any ISD Center-based Health Care Aides that accepted a long term substitute teaching assignment in an ISD Center-based classroom.

<u>Effective January 24, 2022</u>; The parties agree that ISD Center-based Health Care Aides (HCA) that are certified, eligible, requested by the district and agree to accept a long term substitute teaching assignment for ISD Center-based classrooms shall be compensated at \$35 per hour. A long term substitute teaching assignment for the purpose of this agreement shall be defined as five (5) or more consecutive days in the assignment.

In the circumstance a Health Care Aide is in a long term substitute teaching assignment for more than sixty (60) days, the district shall extend an offer of health care benefits in accordance to the Master Agreement with the Ionia Intermediate Education Association (IIEA) governing teaching staff, including the offer of cash in lieu of benefits for those individuals who opt out of health insurance coverage.

For the 2021-2022 school year, staff that reached sixty (60) days in a long term substitute teaching assignment prior to January 24, 2022; the District shall retroactively pay the employees \$35 per hour back to each day starting with day sixty-one (61).

<u>Effective July 1, 2022</u>; The parties agree that ISD Center-based Health Care Aides (HCA) that are certified, eligible, requested by the district and agree to accept a long term substitute teaching assignment for ISD Center-based classrooms shall be compensated at the district's discretion but shall not be less than current year Step 1 BA wage per hour. A long term substitute teaching assignment for the purpose of this agreement shall be defined as five (5) or more consecutive days in the assignment.

In the circumstance a Health Care Aide is in a long term substitute teaching assignment for more than sixty (60) days, the district shall extend an offer of health care benefits in accordance to the Master

Agreement with the Ionia Intermediate Education Association (IIEA) governing teaching staff, including the offer of cash in lieu of benefits for those individuals who opt out of health insurance coverage.

ISD Center-based Health Care Aides (HCA) that are certified, eligible, requested by the district and agree to accept a long term substitute teaching assignment for ISD Center-based classrooms and are in such positions for more than a one-year teaching assignment shall be compensated at at an hourly rate consistent with the Master Agreement Step Schedule recognizing multiple years in such a position.

Ethar Ebensto

For the ISD Board

For the IISPA

7-13-22

Date

7-11-22

Date

#### Between

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

#### and

## **Ionia Intermediate Support Personnel Association**

## 8-1-2022

## **DHH Lead Interpreter**

In light of the need for new and existing staff in the Deaf and Hard of Hearing Program (DHH) to have enhanced communication skills with students in the programs in absence of an onsite DHH Teacher Consultant, the District recognizes the benefit of identifying a DHH interpreter to have additional support responsibilities in the program.

The parties agree to the designation of a DHH Lead Interpreter in the DHH Program for the 2022/2023 school year. The DHH Lead Interpreter shall be paid an additional \$35 per instructional day on top of their regular hourly wages; not inclusive of sick/personal days, holidays and facility closure days.

Additional responsibilities of the lead Interpreter may include:

- Providing services to students who are DHH under the direction of the TC for DHH
- . Implementing activities and experiences to complement instructional program and IEP goals as directed by the TC for DHH
- Monitoring and maintaining technology for students who are DHH under the direction of the TC for DHH
- Assisting IEP team members with implementation of technology related to students who are • DH
- Providing training and follow up with stakeholders regarding needs of students who are DHH •
- Subbing as needed for any DHH Interpreters in the DHH Program .

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Providing mentoring for DHH Interpreters assigned to the DHH Program

The DHH Lead Interpreter position shall be for no longer than the 2022/2023 school. Should the District identify that the additional responsibilities are no longer necessary at any point during the 2022/2023 school year due to securing a DHH Teacher Consultant that is able to be physically present, the District reserves the right to remove any additional responsibilities the Lead Interpreter has assumed.

Ethan Ebenstein For the ISD Board DBurn hur

8-2-22 Date **8-1-22**, Date