

4255

6/30/2000

MASTER AGREEMENT

BETWEEN

ALPENA-MONTMORENCY-ALCONA
EDUCATIONAL SERVICE DISTRICT
SUPPORT STAFF

AND

ALPENA-MONTMORENCY-ALCONA
EDUCATIONAL SERVICE DISTRICT
BOARD OF EDUCATION

JULY 1, 1997 THROUGH JUNE 30, 2000

Alpena-Montmorency-Alcona Educational Service District

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PREAMBLE

This agreement is entered into by and between the Board of Education of the Alpena-Montmorency-Alcona Educational Service District, hereinafter called the "Board," and the Alpena-Montmorency-Alcona Support Staff Association, hereinafter called the "Support Staff."

WITNESSETH

The general purpose of this Agreement is to set forth terms and conditions of employment and to provide for the operation of the Board's/Employer's business under methods which will further the safety of the employees, economy and efficiency of operations, elimination of waste, realization of the maximum quality and quantity of work, protection of the property and avoidance of interruption of services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

Providing high quality educational services for the students of the AMA ESD is the paramount aim of this school district. The Board of Education, Administrative Staff and the Support Staff employees have definite responsibilities in providing such services. The Board of Education under law, has the responsibility for establishing the policies for the District; the administrative staff has the responsibility for carrying out the policies established.

To these ends, the Board and the Support Staff encourage to the fullest degree friendly and cooperative relation between the respective representatives of the Board and the Support Staff at all levels and among Support Staff employees, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, the administrative staff has the responsibility for carrying out the policies, established, and

WHEREAS, the Board and Support Staff recognize and declare that providing quality educational services for

the constituencies of the Alpena - Montmorency - Alcona Educational Service District is their mutual aim, and

WHEREAS, the parties to this agreement have the responsibility for providing prompt, accurate and efficient services and conduct consistent with all policies established by the Board, and

WHEREAS, the Board has a statutory obligation under the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to negotiate with the Support Staff as the representative of its support staff personnel as defined herein, with respect to rates of pay, hours of employment, and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I.
SUPPORT STAFF

The support staff of the Alpena-Montmorency-Alcona Educational Service District are those employees who regularly work thirty (30) hours or more per week in the following positions:

Secretarial, clerical, computer operators, keypunch or data entry personnel, switchboard operators, media technicians, cooks, maintenance staff and other general office staff who do not have supervisory responsibilities.

This definition excludes temporary employees, supervisory staff, paraprofessional or professional staff, transportation personnel, executive assistant, bookkeepers, co-op student workers, special employment program staff, and migrant education program staff.

ARTICLE II.
BOARD RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Support Staff either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees, providing that such selections shall be based upon lawful criteria.
12. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
13. The Board shall determine all methods and means to carry on the operation of the schools, including automation or contracting thereof or changes therein.
14. To the executive management and administrative control of the school system, and its properties, and facilities and the activities of its employees during working hours.
15. To hire all employees to determine their qualifications, and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
16. To establish hiring procedures and qualification.
17. To establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs.
18. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure. The Board shall continue the right to determine and redetermine job content.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

The exercise of the foregoing powers, rights, authority,

duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during employee working hours are vested exclusively in the Board.

It shall also be the sole right of the Board to hire all employees and subject to the provision of law to determine their qualifications and conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE III.
NEGOTIATIONS REPRESENTATIVES

The Support Staff will elect by simple majority vote three (3) representatives no later than March 31 of the spring prior to the expiration of this agreement. If there is a change in the status of the representatives during the contract period (i.e., leave of absence, change in employment status, etc.) a special election will be held to replace that person within 30 calendar days.

The Board of Education shall be represented in negotiations by the ESD Superintendent or his designee, one other administrative staff person, and one other interested individual selected by the Superintendent.

The Negotiation Process will begin no later than April 15 prior to the expiration of this agreement.

The tentative agreement reached by the two teams shall be put in writing and signed. Final agreement will be subject to the majority vote approval of both the support staff and the Board of Education.

ARTICLE IV.
WORKING CONDITIONS

A. Individual Working Agreements:

Each of the Support Staff shall have a Working Agreement developed by their supervisor which shall contain the following information:

1. Length of agreement
2. Rate of pay
3. Working schedule to reflect holidays and/or vacation
4. Any special considerations related to the position

B. Extended Working Hours:

When a Support Staff member is required to work more than his/her regularly scheduled hours, comp time will be granted equal to the additional time worked. Comp time earned shall be used at times agreed to with the immediate supervisor.

Any work provided under this section must be approved in writing by the Superintendent or his designee prior to initiating such work.

Whenever out-of-district travel prohibits a Support Staff member from returning to Alpena by 10:00 p.m., overnight accommodations will be arranged in accordance with the Employee Handbook. When a staff member is required to travel out of the district, travel time to and from the destination shall be counted as part of the staff members regular working hours.

C. Calendar:

Office Calendars for 1997-98, 1998-99, and 1999-2000 are attached as Section B.

D. Holidays included in individual work schedules shall be paid at the regular straight time rate of pay for Support Staff.

E. The responsibility of evaluation rests with the immediate supervisor and the employee shall be evaluated in writing at least once annually. Probationary employees shall be evaluated on or before the initial ninety (90) work days of employment and again before the expiration of their first work year.

The content of the evaluation will be discussed in a personal conference between the staff member and the supervisor. Both parties will receive a written copy of the evaluation and a copy of the evaluation will be filed in the personnel file of the staff member.

F. The following sequence in disciplining an employee will be used by the employer:

First offense - Written reprimand
Second offense - Suspension without pay
Third offense - Discharge

Only supervisors, or in their absence the Superintendent, may discipline an employee and discharge will occur only with the concurrence of the Superintendent.

In extreme circumstances and dependent on the severity of the offense, management reserves the right to suspend or discharge immediately.

G. Probationary Period:

New employees shall be considered to be in a probationary period during their first ninety (90) work days of employment. The employer may extend the probationary period up to ninety (90) more work days.

Article V.
Grievance Procedure:

A grievance is an alleged violation of the expressed provisions of this Master Agreement.

- A. The support staff member who feels a grievance exists will discuss the matter with his/her supervisor so that the matter may be settled informally.
- B. Within seven (7) calendar days following the informal discussion should the support staff feel the problem has not been resolved, the grievance must be stated in writing by the aggrieved and given to the supervisor and the division director for a written determination. The supervisor and division director shall respond, in writing, within fourteen (14) calendar days.
- C. Within fourteen (14) calendar days following the written response of the supervisor and the division director and in the event the aggrieved person is not satisfied, the written grievance and all responses shall be filed with the superintendent and a division director of his/her choosing not connected with the division.
- D. Within fourteen (14) calendar days of said filing, the superintendent and his/her designee will review the case and its correspondence and make a final written disposition to all parties.

ARTICLE VI.
"Act of God" Absence

In the event of extreme inclement weather, the support staff member will be notified either by telephone or via the radio that the ESD will be closed for the day. All "Act of God" days shall be paid at the regular rate of pay.

In the event that a support staff member cannot report for work when the office is open because of inclement weather, the staff member may elect to use an available vacation day or trade day to receive pay for the missed day.

**ARTICLE VII.
LEAVES OF ABSENCE**

VII. Leaves

A. Sick

Support staff will accrue sick days at the rate of 1.5 days for each full month worked, not to exceed a maximum of 18 days per year.

Sick leave days may be used in case of personal illness or injury, in the event of emergency illness of a dependent member of the immediate family or for securing medical attention for self or a member of the immediate family. Immediate family shall include: spouse, children or stepchildren, or members of the immediate household. Sick leave for other extended family must be requested in a conference with the supervisor. Unused sick days shall accumulate up to and including 90 days for each employee.

Employees are asked to notify the employer as soon as the need for sick leave can be determined. Notification must be given to the office staff by no later than 8:15 a.m. of each sick day. Management reserves the right to request a physician's return to work statement if individual staff member's absenteeism is excessive.

In recognition of service to the Educational Service District and in an effort to maintain a low absenteeism rate, staff who have worked a minimum of six consecutive years as a support staff member shall all be eligible for the following cash awards:

1. For each year after the sixth year, the staff member shall be eligible for an amount equal to one-fourth of their daily rate of pay times the number of unused sick days for that year.
2. If the staff member is not at the maximum number of days (90), the staff member can choose to either bank the days or receive the pay stipulated in step one above.

3. Payment will be made in the last regular pay of the contract period and is subject to all applicable taxes and deductions.

B. Work Related Injury Leave

In the event a staff member is injured while performing his/her assigned duties, he/she may elect to use accrued sick leave days only until eligible for Workers' Compensation Insurance payments. Days for which the staff member is eligible to receive benefits under Michigan Workers' Compensation laws shall not be counted against the staff member's accrued sick leave.

Support staff members must report any injury to his/her supervisor immediately to assure coverage.

C. Personal Business Leave

Personal business leave is provided for activities that require attendance during a scheduled work day and cannot be attended to at a time outside of the normal work day. The employee must request the personal business leave in writing and submit it to his/her supervisor to request the personal day.

Personal leave shall not be used for vacation, recreational or other employment activities. The supervisor may ask for a clarification on the reason for a personal business leave request.

Support staff members shall be granted a leave of up to three (3) days per year. These days are to be taken in increments of full or one-half days only. Personnel shall not be granted a personal leave day for a day immediately before or after a holiday or vacation period. These days are non-cumulative.

D. Bereavement Leave

Support staff who are absent from duty because of a death in the immediate family will be granted a leave of up to four (4) days per occurrence. Family is defined as spouse, children, step-children, and employee's or spouse's parents, brothers, sisters, grandparents or

grandchildren. Bereavement leave for any other extended family or friends must be requested from the immediate supervisor. These days are non-cumulative and are independent of sick days.

E. Child Care Leave

A support staff member shall be granted child care leave without pay for a period not to exceed the length of their working agreement, subject to one renewal at the discretion of the superintendent, upon request of the staff member.

A support staff member who may request such leave shall notify the supervisor not later than the third (3rd) month of her pregnancy or at such time the pregnancy is confirmed by the doctor if later than the third (3rd) month. She shall file her request in writing and shall indicate the length of the requested leave.

The staff member shall notify the supervisor of her intent to return from child care leave in writing and said notice must accompany her doctor's statement clarifying her fitness to return. She will be placed in her former position, if available, or in a position for which she is qualified. The staff member will return to the same salary level at which she left. Hospitalization and life insurance coverage may be maintained by the employee at her expense while on the child care leave. Fringe benefits included in the support staff policies will be reinstated upon the employee's return, but shall not accrue during the child care leave.

The staff member shall not be granted sick leave or vacation benefits while on child care leave.

F. Jury Duty

In the event a staff member is required to serve jury duty, the person will be granted the necessary time from work to complete the obligation. The Board of Education shall pay the staff member their regular pay for regular time not worked, less any payments received for service as a juror or prospective juror.

G. Family and Medical Leave Act (FMLA)

1. In compliance with the Family and Medical Leave Act (FMLA), qualified support staff are entitled to up to twelve (12) weeks of leave (paid and unpaid combined), in the following cases:
 - a. The birth and care of a child (during 12 months following the birth date).
 - b. The adoption or foster care placement of a child with the employee (during 12 months following the placement date).
 - c. In order to care for employee's spouse, son daughter or parent (as defined in the Act) if any of those individuals has a "serious health condition (as defined in the Act).
 - d. Because of a "serious health condition" (as defined in the act) that makes employee himself/herself unable to perform the functions of his/her position.
2. It is understood that no loss of accrued benefits (those earned prior to the leave) will be suffered by a support staff member as a result of granting leave under this section. However, such benefits shall not continue to accrue during such leave periods.
3. Health Benefits: premium payments for group health insurance shall be maintained by the Board of Education for the duration of the leave as if the support staff member continued in employment.

In the event a support staff member fails to return to work after an unpaid leave when it expired, the Board of Education reserves the right to recover health premiums paid for such unpaid leave periods.
4. Leaves granted under FMLA may be full time leaves, or may be intermittent, or on a reduced scheduled basis, based upon medical certification substantiating the need for intermittent leave.

5. Support staff members may be requested to transfer to another position to better accommodate scheduling.
6. Any FMLA required leave of absence shall be coordinated with other leaves available to support staff members with all paid leaves, scheduled days off and/or unused vacation days substituted for any unpaid leave required under this act.
7. Advance notice of not less than 30 days must be given if the requested leave is for birth, adoption or foster care placement. It is expected that for other leaves as may be requested under the FMLA, the employee must make "reasonable effort" to schedule treatments so as to not disrupt the operations of the district, subject to the approval of the involved health care provider. Such leaves shall also be requested 30 days in advance, or as soon as such notice is practicable.
8. The Board of Education reserves the right to request and receive verification from the employee's health care provider that the employee is able to resume work.
9. Upon return from a leave granted under this section, support staff members shall be returned to his/her position held at time of leave, or at the Board's discretion, an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

H. All Other Leaves

If leaves other than those defined above are desired, each request must be made in writing and discussed with the supervisor. Each case will be brought to the attention of the division director by the supervisor. In the event the request requires a change in the individual working agreement, the superintendent will make the final determination.

ARTICLE VIII. STAFF REDUCTION

Should the Board of Education decide to reduce staff, such reduction shall be based primarily upon the service needs of

the Educational Service District. Support Staff affected by such reductions in staff shall be given consideration for other Support Staff positions for which he/she is qualified, as determined by the Board of Education. Length of service at the ESD shall also be considered an important variable in the staff reduction process.

In the event a support staff member is laid off, the laid off staff person shall be given first consideration for any open available Support Staff position for which he/she meets the minimum qualifications for the position for a period of one year from the effective date of said lay off.

ARTICLE IX.

Support Staff Vacancies

All Support Staff vacancies which the AMA ESD Board of Education intends to fill will be posted at the AMA ESD and at Pied Piper on the staff bulletin board. The vacancy notice shall contain a job description, qualifications, pay level, and starting date. Staff members of the AMA ESD will be given five (5) working days notice of the position prior to official outside posting. In the event present staff is interested in the position, all qualifications will be assessed with seniority considered an important variable.

ARTICLE X.

COMPENSATION

A. Wage Rates and Related Issues:

1. Wage rates of the Support Staff employees shall be set forth in Schedule A which is established and set forth in this agreement.

Those employees who begin employment after July 1 must work a minimum of 120 days during the school fiscal year to advance a step on the wage schedule during the next year.

Advanced placement on the wage schedule may be accommodated for new employees based upon evaluation of prior experience by the Administration. A maximum of four years of credit may be awarded to new employees.

2. Education Incentive Pay:

After two years of employment as a Support Staff member, staff shall be eligible to earn an additional fifteen cents (\$.15) per hour in recognition of professional development and improvement. Support staff shall be eligible under the following guidelines:

- a. Staff members must enroll and successfully complete at least one college level course of at least two (2) semester hours (or equivalent quarter hours) during non-work hours.
- b. Courses taken must relate to Support Staff member's job duties and responsibilities or the overall mission of the ISD.
- c. Prior written approval of the division director must be obtained.
- d. Support staff members shall become eligible to receive this educational incentive pay for the fiscal year following the completion of the coursework.
- e. In order to qualify for educational incentive pay in succeeding years, additional approved coursework must be completed each year.

B. Insurances

1. All insurance benefits and coverages contained herein are subject to the contractual and underwriting rules of the various insurance companies providing such benefits on behalf of the Board and are controlling in all matters concerning benefits, eligibility, and termination of coverage and all other related matters.
2. The Board of Education, by payment of premium amounts required to provide the coverage set forth in this agreement, is relieved from all liability with respect tot he benefits provided by the insurance companies. The failure of any insurance company to

provide the benefits for which it has contracted for any reason shall not result in any liability to the Board or the Support Staff nor shall such failure be considered a breach of any obligation by either of them.

3. The Board of Education maintains the sole and exclusive right to name the insurance carrier and may alter or change the named carrier at any time if in the best interest of the District as determined by the Board. Staff input will be considered prior to the decision.
4. The Board's sole responsibility under this section is to pay insurance premiums (or its required share thereof) on behalf of eligible employees and their eligible dependents (as defined by insurance companies).
5. The insurance benefits provided in this section shall begin only when the Support Staff member has properly completed the necessary forms and when the insurance company has accepted the application.

6. Health Insurance

The Board of Education will make available up to full family coverage under Blue Cross-Blue Shield, Community Blue Option 1 PPO with \$3 preferred RX prescription drug plan. The Board of Education will contribute up to, but not exceeding, the following monthly amounts toward the insurance premium for the period ending June 30, 1998.

Single Coverage	-	\$171.00 per month
Two Person Coverage	-	359.00 per month
Full Family Coverage	-	405.00 per month

For the period July 1, 1998 through June 30, 1999, the Board of Education shall contribute up to but not exceeding the following amounts.

Single Coverage	-	\$188.00 per month
Two Person Coverage	-	394.00 per month
Full Family Coverage	-	442.00 per month

For the period beginning July 1, 1999, the Board of Education shall contribute up to but not exceeding the following amounts.

Single Coverage	-	\$207.00 per month
Two Person Coverage	-	433.00 per month
Full Family Coverage	-	486.00 per month

Any increase in excess of the above premium rates shall be the responsibility of the individual staff member.

The District's ability to implement cost savings adjustments with Blue Cross/Blue Shield is restricted by the following considerations:

- a. In the event that alternative coverages or programs are being considered, the administration shall meet with the negotiators to review and clarify all matters of concern.
- b. Any cost savings measures implemented by the District, whether in the form of higher level deductibles or some other cost savings measures, will be funded by the district.
- c. Confidentiality of claim experience will be maintained as in the past by the District, Blue Cross/Blue Shield and other service providers.
- d. The Board shall provide a written copy of the changes, or copy of the insurance policy to each affected staff member.
- e. It is understood that no claim for any share of savings realized shall be made by the support staff during the life of the contract.

The Board and staff negotiators shall meet on or about July 1, 1998, to review the above mentioned health insurance program.

7. The Board of Education shall make available up to full family dental insurance comparable to coverage provided during the 1993-94 school year. Effective September 1, 1997, Class I services (as defined in the dental plan) shall be reimbursed at 100% of the reasonable and customary charges. The Board shall

pay 100% of the full family rates through the life of this agreement.

8. The Board shall provide a cash option in lieu of health, dental and vision insurance benefits. To accomplish this, the Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The monthly cash option shall be \$100 per month.

The cash option received by the staff member may be utilized to purchase a tax-deferred annuity. To purchase a tax-deferred annuity, the staff member shall enter into a salary reduction agreement.

9. Support staff members are prohibited from maintaining duplicate health insurance benefits with the ESD and other employer (i.e., spouse's employer) programs. Staff member(s) in violation of this provision may be subject to disciplinary action.
10. The Board shall make available a Long Term Disability Insurance Plan for Support Staff. Subject to all provisions of the plan and applicable state and federal laws, such coverage shall provide for payments equivalent to 60 percent of the employee's average monthly salary after 90 consecutive days of illness or disability payable to age 65. It is expressly understood that an employee who becomes eligible for benefits under this plan shall not be entitled to use accumulated sick days in place of or in addition to LTD benefits. The Board will pay 100 percent of the monthly premium for the 1994-96 fiscal years.
11. The Board of Education will pay 100 percent of the monthly premiums toward a \$20,000 term life insurance policy with Accidental Death and Dismemberment coverage for all Support Staff.
12. Vision Service Reimbursement Program - Effective July 1, 1997, the Board of Education shall provide up to \$175.00 every two (2) years for reimbursement of a vision examination and/or eyeglasses (lenses and frames) for employee only. Reimbursement to

employees shall be provided based upon submission of itemized billing from licensed providers.

C. Maintenance of Insurance - Leaves of Absence:

In the event an employee is granted an unpaid leave of absence for other than a leave under Article VII G, Family Medical Leave, for a period in excess of thirty (30) days, he/she may continue the fringe benefits provided by the Board of Education by paying the monthly premium amounts to the ESD Business Office prior to the next due date for premium. Continuation of insurance benefits is subject to insurance company policies and procedures and is the responsibility of the individual staff member to notify the Business Office of his/her desire to continue insurance coverages.

D. Change in Status:

During the life of this agreement, a Support Staff member who is involuntarily reduced to less than 30 hours per week shall have the following benefits.

1. For those employees working 20 hours or more per week:
 - a. Sick days banked may used, but additional days shall not accrue. A staff member who exhausts his/her accumulated sick day bank shall be entitled to an additional sick day bank of five days per year, non-cumulative.
 - b. Vacation days earned may be used but shall not accrue beyond the change in status date.
 - c. Health and dental insurance shall be made available with the Board of Education contributing an amount equal to the single subscriber premium amount paid on behalf of full-time covered employees. Coverage for other family members may be provided at the individual employee's expense.
2. For those employees working less than 20 hours per week:

- a. Sick days may be used, but additional days shall not accrue.
 - b. Vacation days may be used but shall not accrue beyond the change in status date.
- E. Benefits of this contract shall be prorated at 80 percent for those Support Staff working 30 to 35 hours per week.
- F. Tuition Reimbursement

Support Staff are encouraged to take college level courses to improve job related skills. Support staff shall be eligible for tuition reimbursement under the following conditions:

1. The course credit is earned outside of normal working hours.
2. Application is made to the supervisor in writing prior to the first course meeting date.
3. Written approval is obtained from the immediate supervisor and the Superintendent.
4. Reimbursement shall be for a minimum of two (2) and a maximum of six (6) semester hours or an equivalent number of quarter hours per fiscal year.
5. The rate of reimbursement shall be the actual tuition costs not to exceed \$42.00 per semester hour contingent upon receipt of proof of payment and proof of successful course completion.
6. Other costs such as books, fees, travel, etc. are not eligible tuition reimbursement costs.

ARTICLE XI. **VACATION POLICY**

On July 1 of each year, Support Staff members will be granted one vacation day for each full month worked in the previous year. Beginning July 1 of the seventh (7th) year of employment, staff members will be granted one and one-half (1

1/2) vacation days for each full month worked in the previous year.

Vacations shall be scheduled by and with the supervisor's concurrence. Vacation days earned shall be non-cumulative and shall not be used during scheduled time off.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

- A. 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 the law, but all other provisions or applications shall continue in full force and effect.
- B. Four (4) original signed copies of this agreement shall be provided, with the Board receiving two (2) and the Support Staff receiving two (2). The Board of Education shall provide each member of the bargaining unit with one photo copy of this agreement at no cost. Additional copies may be duplicated and distributed at a cost determined by the Board. New employees shall be covered by the same terms.

ARTICLE XIII.
WAIVER CLAUSE

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 Support Staff, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not

have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIV.

ENTIRE AGREEMENT CLAUSE

This agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Support Staff. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the term of this Agreement. This agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the Board and the Support Staff. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this Agreement through the exercise of its management rights without prior negotiations during the term of this Agreement.

ARTICLE XV.

DURATION OF AGREEMENT

This agreement represents the entire agreement between the Board and the Support Staff and supersedes all previous agreements and cancels all previous agreements, verbal or written or based on alleged past practices, between the parties and shall become of full force and effect from July 1, 1997 and shall continue in full force and effect until 12:00 a.m. midnight, June 30, 2000 and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this agreement or before the end of any annual period thereafter, of its desire to terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this June day of 12, 1997.

AMA ESD Support Staff

by Rochelle LaGraff
Rochelle LaGraff

by Christine Torsch
Christine Torsch

by Lisa Krey
Lisa Krey

Board of Education

by Thomas Lanway
Thomas Lanway

by Thomas M. Baker
Thomas M. Baker

by Leslie Nye
Leslie Nye
Board President

**SCHEDULE A
WAGE SCHEDULE**

Year One (1997-98):

Step	A	B
0	7.91	8.62
1	8.27	8.98
2	8.63	9.34
3	8.99	9.70
4	9.35	10.05
5	9.71	10.42
6	10.07	10.78
7	10.43	11.14
8	10.79	11.50
9	11.15	11.86
10 - 12	11.51	12.22
Longevity at Step 13-17	12.31	13.02
Longevity at Step 18	12.66	13.39

Year Two (1998-99):

0	8.30	9.01
1	8.66	9.37
2	9.02	9.73
3	9.38	10.09
4	9.74	10.44
5	10.10	10.81
6	10.46	11.17
7	10.82	11.53
8	11.18	11.89
9	11.54	12.25
10-12	11.90	12.61
Longevity at Step 13-18	12.70	13.41
Longevity at Step 19	13.05	13.79

Year Three (1999-2000):

0	8.70	9.41
1	9.06	9.77
2	9.42	10.13
3	9.78	10.49
4	10.14	10.84
5	10.50	11.21
6	10.86	11.57
7	11.22	11.93
8	11.58	12.29
9	11.94	12.65
10-12	12.30	13.01
Longevity at Step 13-19	13.10	13.81
Longevity at Step 20	13.45	14.21

Schedule B Calendars

1997-98

July 1, 1997	-	First Day of Work
July 4, 1997	-	Independence Day Holiday
September 1, 1997	-	Labor Day Holiday
November 27 & 28, 1997	-	Thanksgiving Holiday
December 24 & 25, 1997	-	Winter Holiday
December 31 & January 1, 1998	-	New Year's Holiday
April 10, 1998	-	Spring Holiday
May 25, 1998	-	Memorial Day Holiday
June 30, 1998	-	Last Day of ESD Calendar Year

1998-99

July 1, 1998	-	First Day of Work
July 3, 1998	-	Independence Day Holiday
September 7, 1998	-	Labor Day Holiday
November 26 & 27, 1998	-	Thanksgiving Holiday
December 24 & 25, 1998	-	Winter Holiday
December 31 & January 1, 1999	-	New Year's Holiday
April 2, 1999	-	Spring Holiday
May 31, 1999	-	Memorial Day Holiday
June 30, 1999	-	Last Day of ESD Calendar Year

1999-2000

July 1, 1999	-	First Day of Work
July 5, 1999	-	Independence Day Holiday
September 6, 1999	-	Labor Day Holiday
November 25 & 26, 1999	-	Thanksgiving Holiday
December 24 & 27, 1999	-	Winter Holiday
December 31 & January 3, 2000	-	New Year's Holiday
April 21, 2000	-	Spring Holiday
May 29, 2000	-	Memorial Day Holiday
June 30, 2000	-	Last Day of ESD Calendar Year