8/31/94

AGREEMENT BETWEEN

THE INGHAM INTERMEDIATE SCHOOL DISTRICT

AND

THE INGHAM INTERMEDIATE PROFESSIONAL STAFF ASSOCIATION

1991 - 1994

CABOR AND INDUSTRIAC RELATIONS COLLECTION Michigan State University

gham Intermediate School District

This Agreement has been approved by the

Ingham Intermediate School District

and the

Ingham Intermediate Professional Staff Association

FOR THE DISTRICT:

President

Dow

Secretary

FOR THE ASSOCIATION:

innie. N President

Secretary

Date: September 17, 1991

Date: September 17, 1991

AGREEMENT

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the association as a representative of its employees with respect to hours, wages, terms, and conditions of employment; and

WHEREAS, the parties following extended, deliberate and professional negotiations have reached certain understandings which they desire to memorialize and reduce to writing.

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

This Agreement is entered into on the 17th day of September, 1991, by and between the Board of Education of the Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter called the "Board", and the Ingham Intermediate Professional Staff Association, hereinafter called the "Association".

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RECOGNITION

<u>SECTION 1.</u> <u>INCLUDED EMPLOYEES</u>. The Board recognizes the Ingham Intermediate Professional Staff Association as exclusive bargaining representative pursuant to Act 379, Public Acts of 1965, for all professional personnel under contract with Ingham Intermediate School District including but not limited to the following classifications of employees:

- 1. Audiologist
- 2. Behavior Management Specialist, E.I./M.I.
- 3. Business & Industry Co-op Coordinator
- 4. Career Planning and Placement Specialist
- 5. Career/Vocational Evaluator
- 6. Clinician, Secondary Learning Center
- 7. Coordinator, Special Learning Services Project
- 8. Curriculum Resource Specialist
- 9. Curriculum Specialist
- 10. General Learnings/Math
- 11. General Learnings/Pre-Employment
- 12. General Learnings/Reading
- 13. Instructional Manager-Cooperative Education
- 14. Instructor-Auto Body
- 15. Instructor-Auto Mechanics
- 16. Instructor-Bookkeeping and Accounting
- 17. Instructor-Cosmetology
- 18. Instructor-Custodial Services
- 19. Instructor-Data Processing
- 20. Instructor-Electronics
- 21. Instructor-Graphics
- 22. Instructor-Health Services
- 23. Instructor-Heating and Air Conditioning
- 24. Instructor-Hospitality Services
- 25. Instructor-Machine Tool
- 26. Instructor-Marketing
- 27. Instructor-Mechanical and Technical

Drafting

ART. 1-2

- 28. Instructor-Medical Assistant
- 29. Instructor-Medical Laboratory
- 30. Instructor-Peer Coach
- 31. Instructor-Pre-Apprenticeship Program
- 32. Instructor-Secretarial and Clerical Occupations
- 33. Instructor-Small Engine Repair
- 34. Instructor-Welding
- 35. JTPA Recruitment and Placement Specialist
- 36. Mobility and Orientation Specialist
- 37. Registered Nurse
- 38. Occupational & Evaluation Specialist
- 39. Occupational Therapist
- 40. Physical Therapist
- 41. Pre-Primary Home Teacher
- 42. Research Psychologist
- 43. School Psychologist
- 44. School Social Worker
- 45. Special Education Teacher-E.I. (Highfields)
- 46. Special Education Teacher-E.I. (Secondary Learning Center)
- 47. Special Needs Counselor
- 48. Teacher-MI-Life Skills Program
- 49. Teacher-MI-Work Skills Program
- 50. Teacher of Physical Education for Handicapped Individuals
- 51. Teacher-Special Education-AI
- 52. Teacher-Special Education-MI
- 53. Teacher-Special Education-TMI
- 54. Teacher of Speech and Language Impaired
- 55. Teacher-SMI Program
- 56. Teacher-SXI Program
- 57. Teacher Consultant for Autistic Impaired
- 58. Teacher Consultant for EI/LD
- 59. Teacher Consultant for Hearing Impaired
- 60. Teacher Consultant for Mentally Impaired
- 61. Teacher Consultant for POHI
- 62. Teacher Consultant for Visually Impaired
- 63. Technology Coordinator

SECTION 2. EXCLUDED EMPLOYEES.

- A. All administrative, supervisory or managerial personnel shall be excluded from the bargaining unit, including but not limited to the following classifications of employees:
 - 1. Superintendent
 - 2. Deputy, Associate and/or Assistant Superintendents
 - 3. Directors
 - 4. Principals and Assistant Principals
 - 5. Supervisors/Foreman
 - 6. Staff Specialists
 - 7. Managers
- B. Also excluded from the bargaining unit are adult education personnel, and all non-professional categories of employees including but not limited to the following:
 - 1. Clerical employees
 - 2. Custodial and maintenance employees
 - 3. Data processing employees
 - 4. Drivers
 - 5. Food service employees
 - 6. Media specialists, technicians and artists
 - 7. Teacher aides and instructional assistants

<u>SECTION 3.</u> <u>NEW CLASSIFICATIONS</u>. Whenever a new classification of employees is added, the Board shall make an initial determination as to whether the employees in that classification are appropriate members of the bargaining unit. The Board shall advise the Association, through its President and Secretary, of its decision and furnish copies of the job description(s) involved.

If the Association objects to the Board's decision, it shall meet and confer with Board representatives within thirty (30) working days of the Board's decision regarding the appropriate placement of the new job classification(s).

In the event that the Association and Board cannot agree, either party shall have the right to petition MERC for a determination of eligibility.

<u>SECTION 4.</u> <u>EXCLUSIVE REPRESENTATIVE</u>. The Board agrees not to negotiate with any employee organization for this bargaining unit other than the Association for the duration of this Agreement.

<u>SECTION 5.</u> <u>MAINTENANCE OF RIGHTS</u>. Nothing contained herein shall be construed to deny or restrict any employee, the Association, or the Board, rights each may have under the laws of the State of Michigan or the United States, or the Constitutions of Michigan and the United States.

<u>SECTION 6</u>. <u>UNIT LEADERS/COORDINATORS</u>. Special Education Unit Leaders shall include employees in the bargaining unit who have added duties in addition to their professional job descriptions.

The Special Education Unit Leaders shall be appointed on an annual basis and shall receive Six Hundred (\$600.00) Dollars per year additional remuneration for the coordination activities. They are expected to work a minimum of one additional hour per week. No special education unit leader will evaluate or supervise any IIPSA member. Upon the request of any IIPSA member, evaluation input by the special education unit leaders may be submitted for consideration.

Coordinators are those employees whose job description includes coordination duties. No coordinator will evaluate or supervise any IIPSA member. Upon the request of any IIPSA member, evaluation input by a coordinator may be submitted for consideration.

The parties agree that the coordinator and unit leaders are not supervisory employees as defined by the National Labor Relations Act or the Michigan Employment Relations Commission.

<u>SECTION 7.</u> <u>INDIVIDUAL CONTRACTS</u>. Any individual contract executed between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling. The Association shall have the right to review and copy all contracts executed between the Board and an individual employee. SECTION 8. BARGAINING UNIT WORK. Administrators shall not do bargaining unit work except in emergencies and for purposes of demonstration, training of teachers, experimental and research projects.

DURATION

This Agreement shall be effective as of September 1, 1991, and shall continue in effect until the 31st day of August, 1994. If an Agreement on the renewal or modification is not reached prior to the expiration date, then the Articles or Sections shall expire, if the law permits such expiration, and shall not be extended except by mutual written agreement between the parties.

NEGOTIATION PROCEDURES

<u>SECTION 1.</u> <u>BEGINNING DATE</u>. At least by March 1 of the year of expiration of this Agreement, the Association and the Board will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.

<u>SECTION 2.</u> <u>NEGOTIATING REPRESENTATIVES</u>. Neither the Association nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership at large of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

SECTION 3. COMMUNICATIONS/AMENDMENTS TO AGREEMENTS.

A. Representatives of the Board and the Association, shall meet monthly, September through June, for the purpose of discussing matters of concern to either the Board or the Association. Association Representatives shall be selected by the Association; one person from each building. Up to three (3) administrative representatives may be selected by the superintendent. Association and Board Members serving on the committee shall separately designate a chairperson. The Association Chairperson and the Board Chairperson shall serve concurrently as Co-Chairpersons.

Meetings shall be called the Wednesday of the last full school week of each month. These meetings are not intended to bypass any step of the grievance procedure. This process is not intended to circumvent informal communications between administration and staff.

Each chairperson shall submit to the other chairperson, one week in advance of the scheduled meeting, items for discussion. Every effort will be made to have present at the meeting those individuals who have a responsibility or are involved in the area to be discussed. ART. 3-2

B. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. Either party may express in writing the desire to change any part of the contract. The respondent shall set up a meeting to resolve the issue or reply in writing stating the rationale for the denial of reopening discussions.

<u>SECTION 4.</u> <u>CATCH-LINE NOT PART OF SECTION</u>. The catch-line heading of any section of the contract that follows the section number shall in no way be deemed to be a part of the section of the contract, or be used to construe the section more broadly or narrowly than the text of the section would indicate, but shall be deemed to be inserted for purposes of convenience to persons using the contract.

ART. 4-1

ARTICLE 4

ASSOCIATION SECURITY

<u>SECTION 1.</u> <u>MEMBERSHIP</u>. Employees covered by this professional agreement at the time it becomes effective and who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this professional agreement.

<u>SECTION 2.</u> <u>DUES/SERVICE FEES</u>. As a condition of employment, each employee in the bargaining unit on or before the thirtieth (30th) day after the effective date of this professional agreement, or on or before the thirtieth (30th) day after employment in the bargaining unit, whichever is later, shall tender to the Association either periodic and uniformly required Association dues or, in the alternative, service fees in an amount equal to those dues as set forth in the constitution and bylaws of the Association.

SECTION 3. CHECKOFF.

- A. The Office of Human Resources, at the time of hire, rehire, reinstatement or transfer of an employee into the bargaining unit, shall apprise the prospective employee of this article's provisions and shall present him/her with an application for membership and an authorization for checkoff of dues such forms to be provided by the Association.
- B. If the employee desires to join the Association, the employee shall complete both the application for membership and authorization card for checkoff of dues and/or service fees and return them to the Association financial officer.
- C. If the employee does not desire to join the Association, the employee shall complete only the authorization card for checkoff of dues or service fees, so that the Association may collect from the employee its service fee equal to the dues and return it to the Association financial officer.
- D. During the life of this professional agreement and in accordance with the authorization for checkoff of dues or service fees, the Board agrees to deduct membership dues or service fees levied in accordance with the constitution and bylaws of the Association from the pay of each employee who executes or has executed the authorization for checkoff of dues or service fees.

ART. 4-2

- E. The initial deduction for any employee shall not begin unless the authorization for check off of dues or service fees and certification of the Association financial officer as to the amount of the periodic Association dues or service fees have been delivered to the Office of Human Resources at least fifteen (15) calendar days prior to the affected pay day.
- F. All monies deducted by the Employer shall be remitted to the Association financial officer by the twenty-fifth (25th) calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Association dues or service fees deducted from each employee.
- G. In cases where a deduction is made which duplicates a payment already made to the Association by an employee or where a deduction is not in conformity with the constitution and bylaws of the Association, refunds to the employee shall be made by the Association.
- H. The Employer shall not be liable to the Association by reasons of Section 3 of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees.
- I. The Association shall protect and save harmless the Employer from any and all claims, unemployment compensation, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

<u>SECTION 4.</u> <u>TERMINATION FOR FAILURE TO COMPLY</u>. An employee in the bargaining unit who fails to tender to the Association dues, or in the alternative, service fees in an amount equal to those dues as set forth in the constitution and bylaws of the Association, shall be terminated by the Board, provided the following stipulations are adhered to:

A. The Association shall notify the Board with a copy to the employee(s) involved, by certified or registered mail explaining that the employee(s) is delinquent and not tendering required Association dues or service fees, specifying the current amount of delinquency and warning him/her that unless the delinquent dues or service fees are paid and properly executed authorization for checkoff of dues or service fees is tendered within ten (10) working days of such notice, the employee shall be reported to the Office of Human Resources with a request to terminate the employee provided in this Article. B. The Association shall give a copy of the letter sent to the employee and the following written notice to the Office of Human Resources at the end of the ten (10) day period:

The Association certifies that ______ has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the collective bargaining agreement and demands that the employee be terminated under the terms of this professional agreement.

C. The employee shall be terminated by the Board within ten (10) working days following receipt of the above letter and notice.

<u>SECTION 5.</u> <u>TERMINATION LIMITATION</u>. If an employee has a written authorization in effect requiring the deduction of dues or service fees, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has been expelled by the Association for any reason other than his/her failure to render the dues or service fees to the Association.

SECTION 6. ASSOCIATION DUES AND SERVICE FEE.

- A. The Board agrees to deduct from the regular pay of each Association member who has an executed checkoff authorization form on file, the Association dues or service fees subject to all of the following paragraphs. The Board shall have no responsibility for the collection of membership dues and service fees or any other assessments that are not in accordance with this Article.
- B. The Association's checkoff authorization form shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) made thereof and which has been agreed to by the Board and the Association.
- C. The Board will present employees with checkoff authorization cards at the time of entry into the bargaining unit. If the employee chooses not to authorize payroll deduction at the time the card is presented, the Board will notify the Association.
- D. All checkoff authorization forms shall be filed with the Board's Office of Human Resources which may return any incomplete or incorrectly completed form to the Association's treasurer and no checkoff shall be made until such deficiency is corrected.

ART. 4-4

- E. The Board shall checkoff only obligations which come due at the time of checkoff and will make checkoff deduction only if the employee has enough pay due to cover such obligations and will not be responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Association.
- F. The Board's remittance will be deemed correct if the Association does not give written notice to the Office of Human Resources, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims, unemployment compensation, suits or other forms of liability arising out of its deduction from employees' pay of Association dues or service fees or in reliance on any list, notice, certification or authorization furnished under this Article. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association. The Board shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

<u>SECTION 7</u>. <u>HOLD HARMLESS CLAUSE</u>. The Association agrees to indemnify and hold the Board harmless from any and all damages, claims, unemployment compensation, judgments, suits, and other forms of liability by reason of action taken by the Association or the Board or its agent for the purposes of complying with sections above providing such damages have not resulted from the misfeasance or malfeasance of the Board or its agents.

<u>SECTION 8. PAYROLL DEDUCTIONS</u>. The Board agrees to make the following payroll deductions for the professional staff:

- A. Association membership dues or service fee.
- B. Staff Personnel Gift and Flower Fund once per year.
- C. Tax Sheltered Annuities as registered with the Business Office.
- D. United Fund contributions.
- E. United States Government Savings Bonds.
- F. Credit Unions including Capital Area School Employees, M.S.U., State Employees, and others at the discretion of the Board.
- G. Prorated premiums of Board approved fringe benefits for partial payment contributed by an employee.

- H.
- IRS Section 125 Flexible Spending Plan allowances.Medical and hospitalization expense reimbursement
 - Dependent care reimbursement programs 2.
 - Health care premiums reimbursement 3.
- Any deduction pursuant to this section will be made only after written I. authorization by the employee for the deduction, and when such authorization is submitted to the employer.
- MIP deduction. J.

HEALTH AND SAFETY

<u>SECTION 1</u>. <u>CONDITION OF EMPLOYMENT</u>. Proof of freedom from communicable tuberculosis shall be presented to the District by each full-time and part-time employee as a condition of initial employment, and every third year thereafter, or otherwise required, in compliance with applicable State regulations. The statement of proof shall be the responsibility of the employee, and shall be presented to the District no less than fourteen (14) calendar days after the beginning of the school year, or initial employment. Failure to provide such a statement shall result in automatic ineligibility of employment until this requirement is fulfilled. Employees will be notified when a T.B. test renewal is required.

<u>SECTION 2.</u> <u>TUBERCULIN TESTS</u>. A Tuberculin skin test shall be administered every three (3) years at a place and time as arranged by the Board and at no expense to Bargaining Unit Members who have worked for the Board two (2) or more years. Bargaining Unit Members shall have the option of securing the test or X-ray elsewhere at their own expense prior to the opening of school. All Bargaining Unit Members not able to take the skin test or those with positive Tuberculin skin tests shall have X-rays immediately at a place and time designated by the Board and at Board expense.

<u>SECTION 3.</u> <u>HEPATITIS B.</u> The Board will provide Hepatitis B vaccinations, including blood screening, to all employees who provide a signed request to have the immunization. The District will provide the immunization and screening at no cost to the employee.

An information sheet and request form for the immunization and/or screening is available through the Human Resources Office.

<u>SECTION 4.</u> <u>MEDICAL CARE PURSUANT TO WORKER'S COMPENSATION.</u> The Board shall furnish all medical care required of the Worker's Compensation Act. The Board will assist its employees concerning injuries arising out of the course of employment. A copy of the Board written procedure will be made available to all IIPSA members and copies will be kept in the offices of all school buildings.

<u>SECTION 5.</u> <u>ON POLICY</u>. The Ingham Intermediate School District will develop a procedure which will permit professional staff members an opportunity for input in proposing, developing, reviewing and recommending practices, policies and procedures which impact health and safety in the work environment. To this end, the Assistant Superintendent of Human Resources will do the following:

Any new or amended health and safety related policy which is brought forward to the Board Policy Committee will also be distributed to the following groups before or at the same time:

- 1. IIPSA President
- 2. IIPSA Professional/Management Committee members
- 3. IIPSA staff through their administrator

The purpose of this procedure is to allow the professional staff time to review and suggest changes to the policy before said policy is taken to the Board for final adoption.

All professional staff members shall have the right to recommend new policies or amendments to current policies. Such recommendations should be directed to the member's immediate supervisor or the Assistant Superintendent of Human Resources.

If IIPSA is denied access for input into new or amended health and safety policies affecting their working environment, such denial will be grievable up to Step 3 of the grievance procedure. The grievance shall commence at Step 1 or Step 2, whichever is applicable.

<u>SECTION 6.</u> <u>TRAINING/SUPPLIES</u>. All employees will be provided Universal Precaution Training and the District will make available appropriate supplies in accordance with the Michigan Department of Health's guidelines.

GRIEVANCE PROCEDURE

<u>SECTION 1.</u> <u>DEFINITION OF GRIEVANCE</u>. A claim by an employee, group of employees or the Ingham Intermediate Professional Staff Association through its President, or designated representative from the Association, that there has been a violation, misinterpretation, or misapplication of the written terms of this Agreement may be processed as a grievance as hereinafter provided. The term grievant shall be used hereinafter to mean either an employee, group of employees, or the Association.

A potential grievant shall first review this Agreement to determine whether there is a grievable situation. Notification in writing shall be made to the administrative personnel involved by using forms provided by the District.

<u>SECTION 2</u>. <u>PURPOSE OF PROCEDURE</u>. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

SECTION 3. ASSOCIATION INVOLVEMENT IN GRIEVANCES.

- A. There shall be one or more IIPSA members for each major building who shall be recognized as official representatives for the Association in grievance procedures. The names of such representatives of the Association shall be furnished in writing to the Superintendent at the beginning of each school year. No such representative shall act on behalf of the Association until the Superintendent has been advised of his/her designation in writing. Any changes in such representatives shall be reported in writing to the Superintendent.
- B. In the event that a member of the grievance committee is a party in interest to any grievance, he/she shall disqualify himself/herself unless the Association as a whole is involved in a grievance.
- C. Any individual employee at any time may file and process a grievance up to Step 4, excluding arbitration, and have the grievance adjusted without the intervention of the Association or its representative, if the adjustment is not inconsistent with the terms of the agreement provided that the Association or its representatives have been given an opportunity to be present at such adjustment.

D. Grievances filed as group grievance or Association grievance may, with the agreement of both parties, be initiated at Step 2 of the grievance procedure.

SECTION 4. GENERAL CONDITIONS.

No employee shall be denied the protection of this Agreement nor shall he/she be subject to any disciplinary or discriminatory action solely as the result of submitting a grievance as provided for in this section.

- A. The number of days indicated at each step are working days excluding vacation periods, scheduled conferences and/or personal vacations, illness, or any other previously scheduled conflicts or emergencies involving parties to the grievance procedure. These time limits should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent, in writing, by the involved parties.
- B. The failure of the grievant to proceed from one step of the grievance procedure to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- C. The failure of an administrator to communicate his/her decision to the grievant within the specified time limits shall permit the grievant and/or Association to proceed to the next step in the grievance procedure.
- D. A written statement of grievance shall contain the following information:
 - 1. It shall be signed by the grievant(s) unless the Association President or his/her designated representative has the written permission of the grievant(s) to file the grievance on the employee's behalf.
 - 2. It shall contain a synopsis of the facts giving rise to the alleged violation as known to the grievant at that time.
 - It shall cite that section or subsection of this Agreement alleged to have been violated.
 - 4. It shall contain the date of the alleged violation.

- 5. It shall specify the relief requested.
- 6. The written statement of grievance shall set forth the issues of the grievance and the specific allegation(s) shall not be altered in any way during the grievance procedure except with the mutual consent of the Association and/or the grievant and the Board.
- 7. If new information is discovered that would lead to a different allegation, such allegation may be filed as a separate grievance unless otherwise agreed to in sub-section 6 above.
- E. No documents, communication, or records of a grievance shall be filed in the personnel files of the participants. This does not include documents, communications or records which may have preceded or led to a grievance, including but not limited to evaluation, reprimand or discipline. However, if, as a result of a resolution of a grievance it is determined that certain materials are to be eliminated from the employee's personnel file, they will be removed.

SECTION 5. GRIEVANCE PROCEDURE.

An employee, group of employees or the Association shall hereinafter be referred to as grievant for purposes of the procedure hereinafter set forth:

A. STEP 1

A grievant having a grievance shall, within fourteen (14) days after the grievance has become known, or should reasonably have been known, discuss his/her grievance with his/her immediate supervisor in an attempt to reach an early resolution of the matter. The employee presenting the grievance, at the employee's option, may request the presence of a representative of the grievance committee identified in Section 3A of this Article, at such Step 1 meeting. The employee shall inform his/her supervisor at the beginning of such discussion that the discussion is considered to be Step 1 of the grievance procedure. If the grievance is not resolved through discussion with the immediate supervisor, the grievant may submit the grievance which must be in written form to his/her immediate supervisor within fourteen (14) days from the time of the discussion between the grievant and the supervisor. Within five (5) days after receipt of the written grievance, the supervisor shall give his/her answer in writing to the grievant and, at the same time, a copy of the answer shall be submitted to the Association President.

B. STEP 2

In the event the grievance is not resolved at Step 1, the grievant may, within five (5) days of the receipt of the supervisor's answer, appeal the grievance to the Assistant Superintendent of Human Resources. A meeting will be held with the grievant, Assistant Superintendent, and Association Representative if desired, within five (5) days of receipt of the grievance by the Assistant Superintendent. Within five (5) days of the meeting, the Assistant Superintendent shall give his/her answer in writing to the grievant and, at the same time, to the Association President.

C. STEP 3

If the grievance is not resolved at Step 2, it may be referred in writing to the Superintendent within five (5) days of receipt of the Assistant Superintendent's reply. The Superintendent or his/her designee will attempt to resolve the grievance by holding a meeting with the grievant and/or necessary persons within seven (7) days of receipt of the appeal. A written answer shall be given to the grievant and the Association President within five (5) days after the conclusion of the meeting.

D. STEP 4

If the grievance remains unresolved at the conclusion of Step 3, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board and either the American Arbitration Association or Federal Mediation and Conciliation Service within twenty (20) days after receipt of the decision under Step 3. Following the written notice of request for submission to binding arbitration, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. In the event that the submission to arbitrate is delivered to the Federal Mediation and Conciliation Service in lieu of the American Arbitration Association, the rules of the Federal Mediation and Conciliation Service shall be utilized in the selection of the arbitrator and shall likewise govern the arbitration hearing.

SECTION 6. ARBITRATION.

A. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision within thirty (30) days after the close of the hearing or submission of briefs, where applicable.

ART. 6-5

- B. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- C. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or amendments.
- D. The arbitrator's powers shall be limited to deciding whether the Board has violated the expressed articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board. The arbitrator shall have full authority to uphold or rescind disciplinary measures imposed by the Board.
- E. Both parties agree to be bound by the decision of the arbitrator and agree that either party may enter a judgment thereon in any court of competent jurisdiction.
- F. The arbitrator's fee and expense shall be divided equally between the parties.
- G. An employee who is required by the Board or Association to participate in an arbitration hearing under this Agreement shall be put on standby during the work day and shall be excused with pay when called to testify. In addition, the grievant, Association President, or one (1) representative from the Association who participates in an arbitration hearing shall be paid for time lost in the arbitration hearing.

<u>SECTION 7.</u> <u>TIME LIMITS</u>. The parties recognize and agree that all labor disputes must be quickly resolved in conformance with the Master Agreement language. All time lines outlined in Article 6 must be strictly complied with, subject to Section 8 below.

In the event that a grievance is not presented, or is not appealed from one step to another, within the time limit provided, the grievance will be considered as being withdrawn or settled on the basis of the Board's last answer. Failure of the Board to respond to a grievance, at any step within the time limits specified shall be considered a denial of the grievance and it may be processed at the next step. A grievant may withdraw further consideration of a grievance at any stage of the procedure.

<u>SECTION 8.</u> <u>NOTICE OF OUTSIDE REPRESENTATION</u>. In the event the Assistant Superintendent of Human Resources is not an attorney and the Association is represented by an outside representative (e.g., legal counsel) at any step of the grievance procedure, the Assistant Superintendent of Human Resources will be given at least three (3) working days advance notice, and may appoint him/herself or a designee as the Board representative.

ARTICLE 7

MISCELLANEOUS PROVISIONS

<u>SECTION 1.</u> <u>SUPREMACY</u>. This agreement shall supersede any policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

<u>SECTION 2.</u> <u>INVALID PROVISION REPLACEMENT</u>. If any article or section of this Agreement shall be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article, Section, or provision held invalid, providing any mutually agreed upon replacement shall not be inconsistent with this Agreement or applicable law.

<u>SECTION 3.</u> <u>COPIES OF AGREEMENT</u>. Copies of the Agreement titled "Professional Agreement between the Ingham Intermediate School District and the Ingham Intermediate Professional Staff Association", shall be printed, unless the Board elects to assume the entire expense, at the joint expense of the Board and the Association. One copy shall be given to each employee now employed, or hereafter employed.

SECTION 4. RELEASE TIME. The Association will be credited with eighty-four (84) hours each year, forty-nine (49) of which shall be used during nonstudent contact time, and the other thirty-five (35) hours to be used by officers or representatives of the Association with such use to be at the discretion of the Association. Should a substitute be necessary, the Association will pay substitute costs. Arrangements for Association release time shall be made no less than two (2) days in advance, unless the parties mutually agree to waive this advance notice. The Human Resources Department will consider requests to use nonstudent release hours, for the purpose of Association professional development during student contact time. The Association President shall endorse requests for the use of Association time.

ARTICLE 8

RIGHTS OF THE BOARD

<u>SECTION 1.</u> <u>SUPREMACY</u>. 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.

<u>SECTION 2</u>. <u>BOARD RIGHTS</u>. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its facilities, its equipment, and its operations.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
- C. Direct the working forces, including the right to hire, promote, assign, discipline, transfer and determine the size of the work force.
- D. Determine the services, supplies, and equipment necessary to continue its operations.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including health conditions.
- G. Determine overall goals and objectives as well as the policies affecting the educational programs.
- H. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closings of offices, departments, divisions or subdivisions, buildings or other facilities.
- I. Determine the size and content of the management organization, its functions, authority, amount of supervision and the table of organization.
- J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ART. 9-1

ARTICLE 9

ASSOCIATION AND EMPLOYEE RIGHTS

<u>SECTION 1</u>. <u>ASSOCIATION/INDIVIDUAL RIGHTS</u>. The Board recognizes that the Association and individual employees have all rights provided by law, including but not limited to the following:

- A. The right to organize and collectively bargain as provided in Act 379 of the Public Acts of 1965 as amended.
- B. The right to public information as provided in the Freedom of Information Act, which is Act 442 of the Public Acts of 1976; and to information necessary for bargaining as specified in Act 379 of the Public Acts of 1965 as amended.
- C. Civil rights as provided in the Michigan Civil Rights Act, which is Act 453 of the Public Acts of 1976.
- D. The rights provided under the Open Meetings Act, which is Act 267 of the Public Acts of 1976. Included is the right to address the Board at regular meetings at a time established on the Agenda. Such presentations may be limited by the Board to not more than fifteen (15) minutes in duration.
- E. The Board recognizes that individual employees are entitled to all of the provisions of Act 397 of the Public Acts of 1978, as amended, as it pertains to the individual employee personnel files.
- F. The Teacher Tenure Act, Public Act 4, of the Public Acts of 1937, as amended.

SECTION 2. USE OF FACILITIES. In addition, the following rights are also granted by the Board.

A. The facilities of the District shall be available to the Association and its accredited representatives at reasonable times outside the regular working day for the transaction of Association business. The use of the facilities and equipment shall not interfere with normal operations and any expense involved shall be borne by

the Association. Activities of the Association shall not take place during regularly scheduled working hours, except for up to six (6) one-hour meetings per year. The Association may use this time for either general meetings or building level meetings at its discretion. The times and dates of general meetings shall be established by agreement between the Association President and Superintendent. The times and dates of building meetings shall be established by agreement between the Association building representative and the building administrator. Employees shall not be excused from student contact responsibilities to attend such meetings.

B. The Administration shall publish to the employees guidelines for handling confidential student records.

<u>SECTION 3.</u> <u>BULLETIN BOARDS</u>. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each Ingham Intermediate School District operated building. The Association may continue to communicate to its members in accordance with the law.

ART. 10-1

ARTICLE 10

RECRUITMENT, SELECTION, APPOINTMENT AND CERTIFICATION AND AUTHORIZATION OF EMPLOYEES

<u>SECTION 1.</u> <u>OUALIFICATIONS</u>. As a condition of continued employment all employees must meet qualifications required by state law and/or state program regulations.

<u>SECTION 2.</u> <u>CERTIFICATION/APPROVAL</u>. Any employee whose position requires certification and/or approval of the Michigan Department of Education and who is employed on a "special certification" or "temporary approval" basis, has the responsibility of taking the initiative in carrying out the terms required for certification and/or approval status. It is the employee's responsibility to see that the following steps are taken:

- A. Earn the required academic credits.
- B. Notify the Assistant Superintendent of Human Resources and the Department of Education that the deficiencies are removed.
- C. Insure that a recommendation for approval, temporary or full, is made by the sponsoring institution to the Department of Education.
- D. Insure that a copy of the recommendation for approval is sent to the Superintendent's office.

SECTION 3. ANNUALLY AUTHORIZED.

- A. If the employee certification is to be annually renewed, he or she must present proof for renewal of completed requirements to the Office of Human Resources by June 30 of the current contract year or no contract will be extended to said employee. These positions will be posted on July 1 if the annually authorized instructor does not complete the following requirements:
 - 1. Complete a course for credit toward their required teacher certification program by June 30 of each year.
 - 2. Have a transcript of their grades into the main office of CACC by June 30 showing the successful completion of the course(s).

Failure to meet the above requirements makes the teacher ineligible to teach as outlined in this contract.

The employee shall notify the Board of the pending expiration of his/her certification and/or approval at least 90 days prior to said expiration.

- B. Annually authorized instructors effective September 1, 1992, if the employee certification is to be annually renewed, he or she must present proof as outlined below for renewal of completed requirements to the Office of Human Resources by June 30, 1993, and each year thereafter, or no contract will be extended to said employee. These positions will be posted on July 1, 1993, and each year thereafter, if the annually authorized instructor does not complete the following requirements:
 - 1. Successfully complete six (6) term credits annually (September to September) in an approved education program.
 - 2. The annually-authorized instructor must present proof by June 30, 1993, and each year thereafter, of either completion of the requirement in (1) above, or written assurances that the annually-authorized instructor is enrolled to obtain the required six (6) term credits by August 31, 1993, and each year thereafter.
 - 3. Have a transcript of their grades into the main office of CACC by August 31, showing the successful completion of the course(s).

Failure to meet the above requirements makes the annually authorized teacher ineligible to teach as outlined in this contract.

The employee shall notify the Board of the pending expiration of his/her certification and/or approval at least 90 days prior to said expiration.

<u>SECTION 4.</u> <u>RECRUITMENT, SELECTION, APPOINTMENT AND TRANSFER.</u> In the recruitment, selection, appointment and transfer to positions within the District, it is the policy of the Board of Education to recruit, select, appoint and transfer from within the ranks of its employees whenever practicable.

When the Board decides to fill a vacancy, it will post a Notice of Vacancy for ten (10) consecutive working days in all buildings and designated areas. The Board shall furnish the Association President with a copy of each job posting at the same time the postings are posted on bulletin boards. An employee desiring to fill a posted job vacancy shall submit a letter of intent with any updated qualifications to the Department of Human Resources.

In the selection and appointment process, the finalists among the internal and external candidates shall be chosen as follows:

- 1. The best qualified applicant will be offered the position.
- 2. If there is more than one best qualified candidate and one is internal, the internal candidate shall be offered the position. If more than one of the best qualified candidates are internal, the employee with the most seniority shall be offered the position.

The parties agree that the Board's affirmative action policy may be considered in the selection of all personnel.

Vacancy shall be defined for purposes of this Agreement as a posted position presently unfilled, currently filled but which will open in the future, or a new position.

During the summer months, when regular school is not in session, the Board will post in the Department of Human Resources and lounges, as in the past, all vacancies occurring in the District. Any employee interested in being provided with copies of summer postings should submit in writing to the Human Resources Department evidencing their intent and specifically stating the type of position(s) he/she is interested in accompanied with their current address. The Department of Human Resources will mail to each employee copies of requested position announcement(s) when posted.

ARTICLE 11

REDUCTIONS IN PERSONNEL, ALTERNATIVES TO LAYOFF, SENIORITY PAYROLL STATUS OF EMPLOYEES ON LAYOFF/ UNUSED COMPENSABLE LEAVE, AND RECALL FROM LAYOFF

PART A - ALTERNATIVES TO LAYOFF - PROFESSIONAL STAFF

<u>SECTION 1.</u> <u>BOARD INTENT</u>. The Board agrees that in any situation necessitating staff reductions, it is the intent of the Board to reduce staff through attrition and through providing employees the opportunity to choose voluntary alternatives prior to proceeding to layoffs.

SECTION 2. ALTERNATIVES TO LAYOFF - PROFESSIONAL STAFF.

Alternatives to layoff which may be offered to and selected by eligible employees may include:

- A. Voluntary Leave
- B. Job Sharing
- C. Sabbatical Leaves
- D. Early Retirement

The intent of this provision is to apply to either (1) employees who, if a voluntary alternative is not selected, would be subject to layoff, or (2) other employees in the same job who would not themselves be subject to layoff, but who, by their selection of a voluntary alternative, utilizing preference based on the employee's seniority, would "save" the job of a fellow employee who would be subject to layoff.

- A. <u>VOLUNTARY LEAVE</u>. An unpaid leave of absence for one school year may be requested as an alternative to staff layoffs for any of the following reasons:
 - 1. STUDY WITH TUITION REIMBURSEMENT.
 - (a) The course of study must be related to the individual's job to the extent that it may clearly be expected to result in an increase in the knowledge and skills required for the job or another career area.

- (b) A study plan for the year is to have prior approval of administration.
- (c) Reimbursement for the current cost of resident, graduate, oncampus tuition at Michigan State University for a maximum of thirty-six (36) term hours of credit or twenty-four (24) semester credits from an approved college or university, satisfactorily completed as available at a rate not to exceed Ninety (\$90.00) Dollars per credit hour or a total of Three Thousand Two Hundred Forty (\$3,240.00) Dollars for the year. This sum will be generated by funds from the District and the Association. The District will contribute Sixty (\$60.00) Dollars per credit in and the Association will contribute Thirty (\$30.00) Dollars per credit to cover the expenses generated up to the maximum per person.
- (d) A request including a study plan is to be submitted to the immediate supervisor, the division administration, and the Assistant Superintendent for Human Resources, in that order, for recommendation to the Superintendent and the Board of Education.
- (e) Employees approved for a study leave with tuition reimbursement will be expected to return to service with the District for a minimum period of one (1) school year, provided a position is available.

Employees who voluntarily terminate their employment with the district without returning to service after such study leave will be required to refund any tuition reimbursement received under the leave.

- 2. WORK EXPERIENCE/TRAINING.
 - (a) Work experience in another career area.
 - (b) Training or course work in another career could be undertaken.
- 3. CHILD CARE/PERSONAL.
 - (a) To care for a family.
 - (b) Other personal reasons.

ART. 11-3

4. PROVISIONS OF VOLUNTARY LEAVE.

- (a) Substitute teaching will be allowed.
- (b) Medical and life insurance benefits may be purchased from the District at cost (one month equals 1/12th year, 20 working days equals a month), subject to the terms of the master insurance contracts. Arrangements and payments of premiums are to be the sole responsibility of the individual making the requests.
- (c) First choice for a leave will be given to those requesting a full year leave. A half-year leave will be considered, providing it could be coordinated with a corresponding leave for the other halfyear.
- (d) Upon return from leave, the employee will return to a vacant position for which he/she is certified and qualified.
- B. <u>JOB SHARING</u>. Job sharing is a situation in which the responsibilities of one position are shared equally by two (2) employees, both of whom are fully qualified for the position. Job sharing may be requested under the following conditions:
 - 1. Job sharing is available to two (2) staff members holding parallel positions, who voluntarily agree to work together in sharing one full-time position.
 - 2. Application will be made jointly and voluntarily.
 - 3. Each employee will receive fifty percent (50%) of his/her salary for the appropriate step each is on and would share equally one full-time position.
 - 4. A plan is to be developed jointly and submitted for approval. The plan will include the following:
 - (a) Daily schedule showing hours for each job-sharer.
 - (b) Description of the division of instructional responsibilities and other duties assigned to the position.

- (c) Description of the division of other responsibilities of the position including but not limited to faculty meetings, parent conferences and contacts, conferences, in-service, evening activities, and committee work.
- (d) A description of the communication system with parents, informing them about the plan and enlisting their support.
- (e) A description of how the job-sharing arrangement would be introduced to the students.
- (f) Identification of which teacher/employee would retain the classroom/position in the event job sharing is not repeated the following year.
- 5. PROVISIONS OF JOB-SHARING.
 - (a) Full fringe benefits will be provided for each employee on an approved plan.
 - (b) Job sharing requests (form) and plans will be submitted for review and recommendation by building principal or immediate supervisor, Assistant Superintendent for the division, and the Assistant Superintendent for Human Resources, and Superintendent and Board of Education in that order.
 - (c) Plans will be approved for one year only. Teachers would be reassigned to a full assignment at the beginning of the next school year, unless a request is initiated by the teachers and a plan is approved for the next year. Such plans must be submitted within thirty (30) calendar days after receipt of layoff notice.
- 6. Job sharing as an alternative to layoff is subject to annual approval by the Board.

ART. 11-5

PART B - SENIORITY

SECTION 3. SENIORITY. The following rules define how seniority is accumulated:

- A. The term "seniority" as hereinafter used shall be defined as the number of continuous years of employment by the Ingham Intermediate School District. "Continuous service" shall date from the last date of hire with Ingham Intermediate School District. "Last date of hire" shall be defined as the date upon which the employee was contracted to commence work.
- B. Seniority continues so long as the employee is continuously employed by the school district. Employees who are off work during the summer vacation or other school vacation periods are considered to be continuously employed if they are under contract to resume working when school resumes; and employees on an extended contract who are actually working during these vacation periods do not acquire additional seniority credit as a result of such service.
- C. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement. A layoff shall not interrupt the accumulation of seniority.
- D. Seniority is broken upon the effective date of retirement, resignation, involuntary termination (discharge) and the employee is not reinstated, or after layoff for a period equal to the length of the employee's seniority not to exceed three (3) calendar years.
- E. An employee who is granted a leave of absence and upon expiration of the leave of absence does not resume service with the Board, shall lose seniority. In the event an employee has indicated his/her willingness to return to work upon expiration of an unpaid leave, but is denied an opportunity to do so because of lack of a vacancy for which he/she is certified and qualified, the employee shall not lose his/her seniority until seniority is broken in accordance with sub-section "D" above.
- F. Employees on layoff retain seniority accrued and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed three (3) calendar years from the effective date of the layoff. After that period, seniority is lost.
- G. Employees whose seniority has been broken and who are subsequently reemployed will be considered as new hires.

- H. Part-time employees shall accumulate seniority at a full-time rate.
- I. A copy of the seniority list shall be sent to all bargaining unit members by October 15 of each school year who shall have thirty (30) days after receipt to bring discrepancies about their seniority date to the Department of Human Resources. The seniority list shall include the names of all bargaining unit members, their certifications achieved, their current job, and their current work location. The Department of Human Resources will meet and confer with the Association to resolve seniority issues. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association President, Secretary and employee involved. Whenever possible, it is the intent of the parties to bring closure to seniority discrepancies within thirty (30) days after receipt by the Department of Human Resources of notice from the affected employee.
- J. An individual presently employed by the Board who has previously belonged to the bargaining unit, and has transferred to another position within the District outside the bargaining unit, shall continue to accrue seniority.
- K. Grant employees, who did not accrue seniority under prior master agreements, began to accrue seniority effective August 30, 1982. Current grant employees who had previously accrued seniority in non-grant positions, retroactive to August 30, 1982, had that previously accrued seniority restored and began to accrue additional seniority on August 30, 1982.
- L. With respect to racial minority employees hired after the effective date of this Agreement, for the purpose of layoff and recall only, all actual seniority which such employees acquire starting the last date of hire would be double, up to a maximum of two (2) years of extra seniority. Upon reaching the maximum, the employee would remain at that seniority level until actual seniority catches up. For example, an employee whose last date of hire was December 6, 1982, and who worked continuously thereafter would have two years of seniority as of December 6, 1983, four years seniority as of December 6, 1984, and would then remain at the four year level until December, 1986.

No racial minority employee, while exercising superseniority as provided in this section, may use such superseniority to replace any employee who was on the seniority list as of the ratification date of this Agreement. The intent of this provision is to "grandperson" existing employees of the Board, as of the time of ratification, from the effect of this article.

The parties, recognizing that legal questions have arisen concerning minority seniority provisions of this nature, which the parties initiated in good faith in 1982, continue to research and review applicable law to determine the appropriateness of this provision. The Board agrees to hold the Association harmless concerning any outside legal disputes arising as a result of the application of this provision.

SECTION 4. SUPERSENIORITY.

- A. For the purpose of layoff only, the Association's President, Vice President for Vocational Education, Vice President for Special Education, and Treasurer shall be deemed to have greater seniority than other employees in their respective job classifications for the duration of his/her term of office.
- B. For the purpose of layoff only, the Spokesperson and Chairperson for the Association's Negotiation Committee shall be deemed to have greater seniority than other employees in their respective job classifications for the duration of the collective bargaining process.

PART C - REDUCTIONS IN PERSONNEL

<u>SECTION 5.</u> <u>BOARD OBJECTIVE</u>. In any staff reduction situation, it will be the Board's objective to staff all remaining positions with fully qualified staff members so that the quality of service in programs which have not been eliminated or reduced may continue to be maintained.

<u>SECTION 6.</u> <u>LAYOFF/FACTORS CONSIDERED</u>. In the event it becomes necessary to reduce the number of employees, the Board shall determine which services are to be curtailed or eliminated, taking into consideration the following:

- A. The need for services requested by constituent school districts.
- B. Assessed manpower training needs.
- C. Financial resources available.
- D. Program needs of the District.
- E. Student enrollment.

<u>SECTION 7.</u> <u>CONSULTATION WITH THE ASSOCIATION</u>. In the event that the Board determines that multiple layoffs are necessary for financial reasons, the Board agrees to meet with the Association President and representatives prior to effectuating layoffs to discuss alternatives to such layoffs, and the impact of such layoffs.

<u>SECTION 8.</u> <u>NOTIFICATION OF LAYOFF</u>. In cases where an employee is to be laid off through no fault of his/her own, the employee will be given written notice sent to his/her address of record by certified mail, restricted delivery to the affected employee, return receipt requested. The Board will give at least sixty (60) calendar days notice in advance of the effective date of the layoff, except in unforeseen instances of reduced enrollment and/or unforeseen economic necessity. This notice will include the employee's rights to appeal under the Teacher's Tenure Act, if applicable. Copies of the written notice of layoffs shall be provided to the Association's president or his/her designee.

<u>SECTION 9.</u> <u>CURRENT ADDRESS</u>. At the time an employee receives a layoff notice, the Board shall provide the employee with a form to be filled out indicating the employee's current address, telephone number and expected duration of said residence. It shall be the employee's responsibility to keep the Department of Human Resources informed of his/her current address and telephone number.

<u>SECTION 10</u>. <u>LAYOFF/CRITERIA</u>. In the event of a staff reduction requiring layoffs, the affected position(s) and potentially affected staff shall be identified, with the following criteria applied in this order:

Certification Tenure status Seniority

- A. The first criterion is certification. Before laying off any other staff members within the affected certification, those lacking full certification and/or approval according to the Michigan Department of Education standards are to be laid off.
 - 1. This criterion applies only to employees in positions requiring teacher certification or other professional licenses or approvals. For employees in positions not requiring certification and/or approval, this criterion may be ignored. The significant variable here is the requirement of the position, and the employee's certification/approval in relation to it. Any other types of certification or approval the employee may have are irrelevant in relation to this position.

- 2. Vocational instructors holding only annual vocational authorizations are not considered as fully certified in relation to an instructor holding a continuing or provisional teaching certificate in the same discipline.
- B. The second criterion is tenure status. Before any fully tenured professional meeting the first criterion may be laid off, within the affected certification, probationary employees within the affected certification must be laid off, unless the tenured professional does not possess the certification and qualifications for the position held by the probationary employee.
- C. The third criterion is seniority. After satisfying the criterion in A and B above, those employees possessing the most seniority within the District will be retained. Seniority status is not to be confused with status under the appropriate certification or tenure laws, or with salary schedule placement. These are separate variables. No new person shall be employed by the Board while there are employees of the Ingham Intermediate School District who are laid off, unless none of the Ingham Intermediate School District employees on lay off are qualified and certified to fill the vacancy.
- D. The professional occupying the affected position may bump into the lowest position within the District at any work location for which he/she is certified and qualifed and has more seniority than the person who holds that position.
- E. The professional who has been displaced as a result of \underline{D} shall first fill any open position for which he/she is certified and qualified. Second, he/she must bump any non-certificated or non-tenured person in a position for which he/she is certified and qualified. Third, if no such non-certificated, non-tenured or open position exists he/she may bump into the lowest position on the seniority list for which he/she is certified and qualified (see example).

Example: Professional "A" who is certified as an E.I. Teacher and has ten years of experience. "A's" position has been eliminated. "A" may bump the lowest senior E.I. Professional in any unit. "A" chooses to bump into CACC and therefore bumps "B". Professional "B" now must first move to any open position. If no open position exists for which "B" is qualified or certified "B" may bump any E.I. Professional who is not fully certificated or not tenured (in that order). If no such opening exists "B" must bump "C" who has the lowest district E.I. seniority, only if "B" is certified and qualified for "C's" position. "C" will be laid off and may choose an option in Article 11 Section 2.

F. Any Association member laid off under this Section will automatically be added to the District's substitute teachers list at their request.

<u>SECTION 11</u>. <u>INVOLUNTARY TRANSFERS</u>. An involuntary transfer will be made when considered necessary by the Board to (1) prevent layoffs, (2) fill vacancies, or (3) for the good of the District. If a transfer is necessary:

- A. The Association President or his/her designee, shall be notified of the need for such transfers and shall be given an opportunity to offer information prior to any reassignment of staff.
- B. The Assistant Superintendent of Human Resources will meet with the potentiallyaffected staff to discuss the problem and seek a volunteer.
- C. When there is no volunteer available and when practicable, the least senior employee having the applicable certification and qualification shall be moved.
- D. If an involuntary transfer occurs during the semester, the transferred employee shall be given two (2) working days release time to prepare for the new assignment.
- E. Staff who are involuntarily transferred shall have the first right to any vacancy within the District for which they are certified and qualified. This right of recall is limited to the first available opportunity.
- F. This procedure shall not be applicable for temporary transfers. A temporary transfer will not be longer than thirty (30) calendar days without notice being given to the Association.

PART D - PAYROLL STATUS OF EMPLOYEES ON LAYOFF/UNUSED COMPENSABLE LEAVE

SECTION 12. PAYROLL STATUS OF EMPLOYEES ON LAYOFF/UNUSED COMPENSABLE LEAVE.

A. Effective September 1, 1983, an employee who is on layoff or is granted voluntary leave as an alternative to layoff may, at the employee's option, convert his/her unused compensable leave to extend medical and/or life insurance benefits, at the Board's group rate, by utilizing equivalent cash value as computed below:

- 1. The Board will convert unused compensable leave at the employee's regular hourly rate of compensation.
- 2. Employees who complete the school year and are laid off are entitled to insurance benefits paid by the Board through August 31 of that year.
- B. All benefits are subject to the terms and conditions of the applicable master policies between the Board and the insuring companies. The Board's liability is limited to payment of premiums as specified above.
- C. An employee who is recalled or returns from voluntary leave as an alternative to layoff and who has converted his/her compensable leave while laid off, and who later becomes eligible for sick bank benefits will have his/her waiting period for sick bank benefits extended by five (5) additional days. This extension will be applicable during the first year after recall only.

PART E - RECALL FROM LAYOFF

<u>SECTION 13</u>. <u>NOTIFICATION OF RECALL</u>. Employees selected for recall will be given written notice, sent to their address of record by certified mail, restricted delivery to the affected employee, return receipt requested. Employees so notified have the following options:

- A. If the employee wishes to accept the recall, s/he will notify the Assistant Superintendent for Human Resources in writing of his/her acceptance and availability for work within ten (10) calendar days of receipt of the notice.
- B. If the employee wishes to waive the recall, s/he will notify the Assistant Superintendent for Human Resources in writing of his/her waiver within ten (10) calendar days of receipt of the notice. By exercising the waiver, the employee forfeits all rights to the position/s offered. The employee will then be continued on layoff as if no recall had been offered, and the Board will then recall the next eligible employee; or, if no other certified and qualified employees are available from layoff, it may hire a new employee for the position. However, an employee may not waive more than one recall notice during the same layoff period. An employee making a second waiver request will be considered to have voluntarily resigned.
- C. An employee who fails to respond to the recall notice as required above will be considered to have voluntarily resigned.

SECTION 14. RECALL FROM LAYOFF.

- A. <u>RECALL TO SAME JOB CLASSIFICATION</u>. Recall from layoff to same job classification will be based on the following criteria in this sequence:
 - 1. <u>Tenure</u>. Those employees who are tenured will receive first consideration for positions carrying tenure for which they are certified and qualified. Between tenured employees with equal certification and qualifications as defined below, the senior employee will be recalled first.
 - 2. <u>Certification</u>. For positions requiring certification and/or approvals, employees with the appropriate continuing or provisional certification and/or full approvals will receive first consideration. Employees with the appropriate certification and/or temporary approvals will receive second consideration. Employees having only temporary, annual or special certification and/or approvals will only be recalled if no properly certified and/or approved candidates are available to fill the position, as required by the applicable state certification rules.
 - Seniority. Other criteria being equal, the senior employee will be recalled first.
- B. <u>RECALL TO DIFFERENT JOB CLASSIFICATION</u>. Recall from layoff to different job classification will be based on the following criteria in this sequence:
 - 1. <u>Tenure</u>. Those employees who are tenured will receive first consideration for positions carrying tenure for which they are certified and qualified. Between tenured employees with equal certification and qualifications as defined below, the senior employee will be recalled first.
 - 2. <u>Certification</u>. For positions requiring certification and/or approvals, employees with the appropriate continuing or provisional certification and/or full approvals will receive first consideration. Employees with the appropriate certification and/or temporary approvals will receive second consideration. Employees having only temporary, annual or special certification and/or approvals will only be recalled if no properly certified and/or approved candidates are available to fill the position, as required by the applicable state certification rules.

- 3. <u>Qualifications</u>. Qualifications are defined as follows. The Assistant Superintendent for Human Resources will recommend employees for recall based on qualifications. The Superintendent will be the final judge of the employee's qualifications for particular positions. Qualifications where used as a criterion in layoff and recall situations, are defined to include, but not necessarily limited to the following:
 - (a) Appropriate Education --
 - 1. Degrees
 - 2. Majors and Minors
 - 3. Course work appropriate to the position.

Or, in the case of positions not necessarily requiring a degree,

- (b) Appropriate work experience (in this sequence or preference)--
 - 1. Experience in the same position.
 - 2. Experience in the same job classification with this school district.
 - Experience in the same job classification with another employer.
 - Other related work experience. Categories 3 and 4 may include work experience outside the field of education where this is appropriate. The recency of the experience and its relevance to the requirements of the job shall be factors.
- (c) Other qualifications may be contained in the job description.

The minimum requirements for each job are as defined by relevant certification, licensure or approvals, and by the job description. The Board may establish desired levels, higher than minimums, for any job by including them in the same job description.

4. <u>Seniority</u>. Other criteria being equal, the senior employee will be recalled first.

C. An employee status with regard to tenure, certification, and qualifications are considered frozen as of the effective day of layoff unless the employee, by written notice, notifies the Department of Human Resources of any changes in certification or qualifications. Recall decisions will be made based on criteria which is possessed by the Department of Human Resources at the time of recall.

ARTICLE 12

DISCIPLINARY PROCEDURES

SECTION 1. PROFESSIONAL CONDUCT. Breaches of professional conduct and failure to perform at the established professional level are subject to disciplinary procedures. Examples of such breaches are: abuses of sick leave and other leaves, chronic tardiness, willful deficiencies in professional performance or proven incompetence, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement and violation of the terms of this Agreement. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee.

SECTION 2. PROGRESSIVE DISCIPLINE.

- A. The Board will follow a policy of progressive discipline, subject to "B" below, which includes verbal warning, written warning, reprimand, suspension, with discharge as a last resort.
- B. The point of initiation of any disciplinary action may be determined by the severity of the employee's behavior.
- C. Warnings and reprimands shall be discussed privately between the employee and the administrator, except when either party requests the presence of an Association and/or administration representative.
- D. Neither party shall delay discussion of a warning or reprimand for more than five (5) working days with the employee after it has been issued, except by mutual consent.

SECTION 3. REPRESENTATION. Before any meeting is called from which disciplinary action may result, the employee shall be notified of the subject matter of the interview and shall be entitled to have present a representative of the Association. The employee may, if he/she desires, have a pre-interview conference with an Association representative prior to the meeting with the Board representatives. If an Association representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held.

SECTION 4. NOTICE. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed in writing, in the employee's personnel file, and a copy thereof given to the employee. The employee may submit a written statement explaining his or her position, regarding the finding and decision which will then become a part of the employee's personnel file.

SECTION 5. PARTICIPANTS IN DISCIPLINARY ACTION MEETINGS. Employees required by the Board to participate in grievance or disciplinary action meetings during scheduled working hours shall suffer no loss of pay in connection with the loss as a result

during scheduled working hours shall suffer no loss of pay in connection with the loss as a result of participation in such meetings. The Board shall attempt to schedule such meetings outside of scheduled working hours.

SECTION 6. JUST CAUSE. No employee shall be disciplined without just cause.

SECTION 7. COMPLAINTS. Any official complaint (written and signed) about an employee's professional performance shall be called to the employee's attention within five (5) working days of the receipt of the complaint. The employee shall receive a copy of the written complaint and shall be given an opportunity to respond to it before disciplinary action is taken.

SECTION 8. SUSPENSION. Suspension means the temporary removal of an employee until a situation that exists can be reviewed and considered.

- A. <u>Suspension with Pay</u>. Employees may be suspended from their assignment with pay for the following reasons:
 - (1) Investigation of charges against an employee.
 - (2) Pending and during trial on criminal charges against an employee.
 - (3) Pending and during dismissal proceedings against an employee.
- B. <u>Suspension Without Pay</u>. Employees may be suspended without pay for disciplinary reasons, subject to the terms and conditions of the Michigan Teacher Tenure Act, when applicable, or the grievance procedure, when applicable.

ART. 12-3

SECTION 9. TERMINATION.

- A. In the case of the discharge of a tenured teacher where the teacher has recourse through the Michigan Teacher Tenure Act, the grievance procedure, Article 6, shall not be applicable.
- B. In the case of the discipline, suspension, or termination of a non-tenured employee, such discharge shall be subject to the grievance procedure.
- C. The Board's decision not to re-employ a probationary employee in accordance with the law, or to place a certified employee on a third year of probation in accordance with the law, shall not be subject to the grievance procedure or arbitration provisions of this Agreement.

<u>SECTION 10.</u> <u>UNEXCUSED ABSENCES</u>. It is the intent of the Board and Association to work cooperatively to minimize prolonged and recurring absences of employees.

When a teacher has a prolonged or recurring absence, the District reserves the right to require a written doctor's excuse prior to allowing the teacher to return to the classroom and/or have the teacher examined by the Board's doctor at the Board's expense.

Prior to taking such action, the Board shall have notified the affected employee, and Association, in writing, of their concern and expectation for correction.

In addition, the Board and Association shall meet and confer to identify appropriate ways in which the Association can assist the Board and employee to correct prolonged and recurring absences.

ARTICLE 13

PROFESSIONAL WORKING HOURS

SECTION 1. PROFESSIONAL WORKING HOURS. The Association and the Board of Education have agreed to pilot the concept of professional working hours. The concept is based on the premise that flexibility and quality service are needed to meet the changing demands of the District's clients.

Professional hours is not an attempt to increase or decrease the number of hours worked by the staff but is a recognition that a professional's day is not a fixed time period but must be fluid to enable the District and staff the ability to perform the duties of their job and to provide staff with an opportunity for curriculum development, problem solving, in-service training, attending faculty meetings and IEPCs, conducting student and parent conferences, evaluating student performance and progress, working on committees and committee assignments, correcting and evaluating student papers and themes, developing instructional materials, professional reading and study, and advanced college study. Therefore, the normal day for teachers shall be considered to be those hours required to perform the full range of professional responsibilities and preparation to increase and develop as necessary the quality of their services to our clients.

The professional hours concept also recognizes the important link between the principals and supervisors and their professional staff. To this end, the responsibilities for implementing the professional hours concept will rest with the building and program level supervisors and staff. A Professional Hours Advisory Board will review and approve the proposals of the buildings and programs which are jointly developed by supervisor and staff.

The professional hours concept includes professionals commencing their work day 15 minutes prior to the established student contact time and ending their work day no sooner than 15 minutes after the conclusion of the established student contact time.

The Professional Hours Advisory Board shall be composed of the President of the Association and two designees and the Assistant Superintendent of Human Resources and two designees. The Advisory Board will have final say concerning any questions or issues raised about the pilot. The pilot will begin in January 1992 and will continue in effect through December 1992. The Advisory Board may elect either as a body or by default if consensus cannot be reached, to return to the current language of the contract, Section 2-7 below, for September, 1992 or January, 1993 and for the remainder of the contract.

If the pilot is successful, the Advisory Board may recommend to the IIPSA Executive Board and the Board of Education that the pilot be continued for the remainder of the contract. The Advisory Board has published time lines and guidelines to be followed by the building and program teams to be used in setting up their professional hour schedules. (Attached hereto as Exhibit A).

The remainder of the Sections in this Article (Section 2-7) shall not be enforced during the pilot. However, adjusted work hours, Section 7 (and a 30 consecutive minute duty-free lunch period, Section 5) will still be available. If the pilot should end during the life of the contract Sections 2 through 7 shall come into force.

SECTION 2. WORK DAY. The professional working day shall consist of seven (7) hours of duty time Monday through Thursday. The professional working day on Friday will be six and one-half (6.5) hours with the normal starting time remaining the same and the ending time thirty (30) minutes earlier than the normal seven (7) hour day ending time.

Professionals assigned to the Cosmetology Program shall be scheduled Monday through Saturday, with a mutually agreed upon day off during the week, as is currently arranged. The work day shall be seven (7) hours for each day assigned.

SECTION 3. ADDITIONAL HOURS. In addition to the regularly scheduled duty time, all employees who work half (1/2) time or more may be required to spend an additional two hours per month participating in general staff meetings, and an additional two hours per month as called by the Principal or Program Director for advisory committee meetings, in-service meetings, curriculum development activities, pupil conferences and similar job-related activities except in situations when all four hours may be necessary to be used in a block, e.g. open houses (CACC). The staff shall have notice of these additional hours at least 48 hours in advance except for instances when such notice is not possible.

<u>SECTION 4.</u> <u>STAFF MEETINGS</u>. Staff meetings, referred to in Section 3 above, shall not exceed one (1) hour in length at the end of the working day with the attendant notice provisions cited in Section 3.

<u>SECTION 5.</u> <u>LUNCH PERIOD</u>. All employees shall be entitled to a 30 consecutive minute duty free lunch period.

<u>SECTION 6.</u> <u>WORK SCHEDULE</u>. Employees assigned to work in local districts are expected to observe the school day and year professional schedule in effect in schools they serve within the limits of the Intermediate District work schedule requirements. If there is a discrepancy between the Ingham Intermediate School District and local school district work schedule requirements, the employee shall bring this to the attention of his/her supervisor.

SECTION 7. WORK SCHEDULE ADJUSTMENT. The Board and the Association recognize that teachers have responsibility to pupils and the profession which requires performance of duties that involve expenditures of time beyond that provided in the minimum work day. However, an employee who is scheduled by his/her supervisor and/or local district special education coordinator to participate at meetings or conferences or to provide professional services which occur outside his/her regularly scheduled working hours shall bring this to the attention of his/her supervisor. Prior notice to the employee's supervisor is expected before a work schedule will be adjusted. The supervisor shall adjust the employee's daily work schedule in conformance with Article 13, Section 1 and 2, above.

EXHIBIT A

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Professional hours concept is an attempt to provide more flexibility to principals, supervisors and staff while enabling them to better perform their jobs. It is the belief of the Association and the Board of Education that the IIPSA staff will work with their administrators as a team to develop individual and program level schedules. The following time line will be followed:

DATE	EVENT
November 1, 1991	Plan from building and program teams to be submitted to advisory board.
December 1, 1991	Advisory board will approve plan or return unapproved plan with suggestions for changes. If the plan is not approved the team will have two weeks to rework the plan along the line of the suggested changes and resubmit the plan for approval.
January 1, 1992	Implementation of the building/program plans.
June 1, 1992	Monitoring report due to the advisory board for review of the building/program plan. Adjustments suggested by the team or the advisory board will be included where appropriate.
June 30, 1992	Advisory board will meet on or before June 30, 1992 to decide whether the pilot will be continued and, if it is continued, what if any changes to the pilot need to occur.
September 1992	Implement pilot including any revisions.
November 1, 1992	All building/program level teams will issue a report to the advisory board on the pilot.

ART. 13-4

December 1, 1992	Advisory board will issue its recommendations concerning the pilot to the Superintendent and the IIPSA Executive Board.
December 31, 1992	A decision will be made on whether to continue the pilot, amend the pilot or revert to contract language Article 13 Section 2-7.

During the pilot all disputes concerning the pilot shall be brought to the advisory board. The advisory board shall render a decision based on consensus. If the advisory board is unable to decide the issue the pilot may be called to an end and the language of Article 13 Section 2-7 shall come into force.

Planning and evaluation shall render assistance to the advisory board, all building and program teams. Planning and evaluation will also submit an independent report to the Superintendent and IIPSA Executive Board, for their review by December 1, 1992.

It is understood that there will still be a need to have a cosmetology instructor work on Saturday. This matter will be addressed in the CACC program schedule.

ART. 14-1

ARTICLE 14

PROFESSIONAL WORKING CONDITIONS

<u>SECTION 1.</u> <u>SERVICES FOR THE ASSOCIATION</u>. The Board agrees to make available telephone service, typing and duplicating facilities, and clerical personnel as it determines necessary to aid employees in the preparation of job related materials approved by the supervisor.

<u>SECTION 2.</u> <u>PROFESSIONAL REFERENCE MATERIALS</u>. The Board agrees to provide and maintain professional reference materials in the Instructional Materials Center. The Board agrees to provide testing equipment, play equipment, and other job related equipment as needed, budgeted, and administratively approved.

<u>SECTION 3.</u> <u>NON-WORKING DAYS</u>. Employees are entitled to non-working days consistent with non-working days of the districts served. In those cases where an employee serves several districts and the non-working days do not coincide, the Intermediate District's school calendar will prevail. Non-working days will not in any case exceed nor be less than those of the Intermediate District's calendar. "Non-working days" include officially recognized holidays, vacation periods, and days before and after the official school year.

<u>SECTION 4.</u> <u>EMPLOYEE SUBSTITUTES</u>. An employee shall not be required to substitute for another employee for a period exceeding five (5) consecutive working days unless by mutual consent.

<u>SECTION 5.</u> <u>SIMULTANEOUS RESPONSIBILITY</u>. An employee shall not be required to assume simultaneous responsibility for a classroom in addition to his/her regular assignment, except in emergency situation.

In the case of an emergency situation the employee shall be relieved of such simultaneous responsibility as soon as possible.

<u>SECTION 6.</u> <u>SHOP RIGHT</u>. In consideration of the compensation and other benefits of employment provided to its employees, the Board of Education of the Ingham Intermediate School District retains ownership of any invention or materials produced by the employee, at the Board's direction and during employment by the Board. The employee will, at any time at the request of said Ingham Intermediate School District, at the expense of the District, execute any patent, copyright, trade name, or trademark papers as well as other such papers that said Ingham Intermediate School District may consider necessary or helpful in the prosecution of applications thereon or which may relate to any litigation or controversy in connection therewith. This Section shall not apply to any invention or materials produced by an employee on his/her own time and which is not produced under the direction or supervision of the Board or its staff.

<u>SECTION 7.</u> <u>SUBSTITUTE FOR CONFERENCES</u>. No regularly scheduled parent conferences and/or IEP meetings shall be scheduled during the employee's student contact hours unless coverage is obtained for the classroom.

SECTION 8. DECENTRALIZATION. In the event of decentralization, the Board will follow the provisions of Sections 380.1742, 380.1743, and 380.1766 of PA 451 of 1976 as amended (Michigan School Code), as follows:

380.1742: Employment of additional personnel; requirement; rights and benefits; persons covered by agreement. (M.S.A. 15.41741):

Section 1742

- (1) When employing additional personnel to implement a special education program or service, the Intermediate School Board shall employ first an employee of a constituent district whose employment is discontinuing a special education program or service for which the person was employed.
- (2) Special education personnel employed under subsection (1) shall be entitled to all rights and benefits to which they would otherwise be entitled if they had been employed by the Intermediate School Board originally. The persons shall be entitled to all rights under Act No. 4 of the Public Acts of the Extra Session of 1937, as amended, being sections 38.71 to 38.191 of the Michigan Compiled Laws, to which they would have been entitled if employed originally by the Intermediate School Board, except that at the option of the controlling Board, they may be subject to another probationary period of one (1) year.
- (3) This section shall not apply when the affected person is covered under an agreement which provides substantially the same benefits.

380.1743 Employment of additional personnel for programs and services previously provided by state agency; requirement; rights and benefits; probationary period. (M.S.A. 15.41743).

Section 1743

- (1) An Intermediate School Board in providing special education programs and services that were previously provided by a state agency within the Intermediate School District shall, before employing any additional personnel for purposes of implementing the special education program or service, first employ a person of a state agency whose employment is discontinued because a state agency is discontinuing a special education program or service for which the person was employed.
- (2) Special education personnel employed pursuant to subsection (1) shall be entitled to all the rights and benefits to which they would otherwise be entitled had they been employed by the Intermediate School District originally. The persons shall be entitled to all rights under Act No. 4 of the Public Acts of the Extra Session of 1937 as amended, to which they would have been entitled if employed originally by the Intermediate School Board, except that they may, at the option of the controlling Board, be subject to another probationary period of one (1) year.

380.1766 Employment of additional personnel; requirement; rights and benefits; persons covered by agreement. (M.S.A. 15.41766).

Section 1766

- (1) When employing additional personnel to implement special education programs and services, the Board of a constituent district shall employ first an employee of the Intermediate School District in which it is located whose employment is discontinued because the Intermediate School District or state agency located within the District is discontinuing the special education program or service for which the person was employed.
- (2) Special education personnel employed under subsection (1) shall be entitled to all rights and benefits to which they would otherwise be entitled had they been employed by the constituent school district originally. The persons shall be entitled to all rights under Act No. 4 of the Public Acts of the Extra Session of 1937, as amended, being sections 38.71 to 38.191 of the Michigan Compiled Laws, to which they would have been entitled if employed originally by the constituent district, except that at the option of the controlling Board, they may be subject to another probationary period of one (1) year.

- (3) This section shall not apply when the affected person is covered under an agreement which provides substantially the same benefits.
- (4) The Ingham Intermediate School District will assist its employees who are impacted by decentralization in being appropriately placed with the new employing school district. The District, through the Assistant Superintendent of Human Resources or other designee of the Superintendent, will seek to ensure that the decentralized staff will receive all benefits to which they may be entitled. The District will notify the impacted employees of job vacancies and their bumping rights in order to assist the employee with their decision to be placed with the new employing school district or to remain with the Ingham Intermediate School District.

<u>SECTION 9.</u> JOB SECURITY/CONTRACTING. IIPSA recognizes the sole right of the Board to contract out bargaining unit work. However, the Board agrees that no employee shall be laid off as a result of work being contracted out. The Board further agrees to notify IIPSA when bargaining unit work is being contracted out.

<u>SECTION 10.</u> <u>EMPLOYEE VACANCIES</u>. The Board agrees not to staff any employee vacancies with substitute employee(s) not covered by this collective bargaining agreement if said vacancy lasts ninety (90) calendar days or more and certified and qualified bargaining unit employees are available to perform the work.

SECTION 11. CASELOAD/CLASSLOAD. The District is committed to maintaining caseloads within the Guidelines of the Michigan Department of Education. Guidelines published by the Michigan Department of Education for the operation of various programs will be considered in developing the staffing patterns for the district and be implemented to the extent practical and possible. The District will seek to ensure that all caseloads are balanced within a specific program area. Both parties understand that fluctuations in caseloads will occur. However, if an overload occurs for more than 10 days the supervisor will meet with the impacted employee to determine how the caseload will be brought back in line with the guidelines. The supervisor will do the following to alleviate the overload:

- 1) Shift students to balance the loads where practical; or
- 2) Bring in a substitute to alleviate the overload.

SECTION 12. ADDITIONAL ASSIGNMENTS. Any assignments in addition to the normal working schedule during the regular school year or summer program shall be voluntary.

<u>SECTION 13.</u> <u>EMERGENCY ASSIGNMENT</u>. Except in emergency situations, no person shall be assigned outside the professional discipline for which he/she is qualified.

<u>SECTION 14.</u> <u>DUAL EMPLOYMENT</u>. Concurrent employment (self-employment or working for another employer) or study during the employee's regularly scheduled work day is strictly forbidden by this Agreement.

<u>SECTION 15.</u> <u>DAMAGE REIMBURSEMENT</u>. Damage to the personal property of an employee as the direct result of student contact will be reimbursed in accordance with Board policy #DLCD, dated February 18, 1986, or as subsequently amended.

<u>SECTION 16.</u> <u>EMPLOYEES' PROTECTION</u>. Any case of employment related assault and battery upon a teacher shall be immediately reported to the teacher's supervisor. Upon written request, the Board will provide legal counsel of its choice to advise the teacher of his/her rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.

SECTION 17. LOCAL DISTRICTS' FACILITIES. When Intermediate District staff assigned to work in local districts believe their assigned work space is not conducive to pupil learning, they shall advise their immediate supervisor about the problem. He/she shall visit and view such facility within ten (10) days of being informed of the problem. The supervisor shall seek to resolve the situation with local district administrators. If this does not correct the problem, the supervisor will turn the problem over to the Assistant Superintendent. If this does not resolve the problem, the Association may seek a special conference through the Assistant Superintendent of Human Resources identifying the problem area in advance so that the necessary Assistant Superintendent/Department Head of the area will be in attendance. The Assistant Superintendent of Human Resources will notify the Association within 10 days of the special conference as to what action has or will be taken. In the event the problem remains unresolved, the Superintendent may be contacted for resolution of the problem. This section shall not be subject to the grievance procedure.

SECTION 18. ADMINISTERING MEDICINE. When it is necessary to administer medicine to students during school hours, it shall be administered in accordance with Board Policy #JHCD, dated April 19, 1983, or as subsequently amended.

<u>SECTION 19.</u> <u>CONSULTATION WITH THE ASSOCIATION</u>. In the event that the Board determines that multiple layoffs or transfers are necessary as a result of LRE the administration agrees to inform the Association and to meet with them prior to effectuating the layoffs or transfers to discuss the alternatives and ways to assist the laid off or transferred employees.

ARTICLE 15

SCHOOL YEAR

<u>SECTION 1.</u> <u>SCHOOL YEAR/HOLIDAYS</u>. The school year shall consist of 185 working days. The following national holidays shall be observed:

Labor Day Thanksgiving Day Friday after Thanksgiving Christmas Day New Year's Day President's Day Memorial Day April 17, 1992, April 9, 1993, April 1, 1994 shall be a half day of school

<u>SECTION 2.</u> <u>SCHOOL CALENDAR</u>. The Board shall have the authority to set the calendar within the above parameters as it deems necessary in order to coordinate the calendar with those of local school districts as efficiently as possible. A copy of said calendar for each year is attached to the contract as Appendix A, B, and C.

SECTION 3. MAKE-UP DAYS. In accordance with Public Act 239 of 1984, all school districts must provide for the make-up of student instructional days lost when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by City, County, or State Health authorities, in order to receive one hundred percent (100%) of the State Aid Appropriation. Beginning in September 1986, the Board shall have the authority to reschedule any student instruction days lost in order to coordinate these make-up days with those of local school districts consistent with Rule 340.11. The Board will take into consideration the common calendar when rescheduling these days. The Board and the Association agree that this provision is solely intended to meet the mandate of the legislature and that should any changes be made in such legislation, the calendar will be changed to comply with the law.

<u>SECTION 4.</u> <u>PREPARATION/PLANNING/AND RECORD DAYS</u>. The school calendar shall include two (2) days, called preparation days. The preparation days will be the first day of school and the last day of school. The Board may utilize half of the first day back to school for district-wide or program level meetings with the other half reserved for staff preparation time.

The school calendar shall include three (3) one-half (1/2) planning days to be scheduled per year.

The school calendar shall include two (2) one-half (1/2) days called Record Days.

Itinerants assigned to a local district shall observe the district's school calendar for record days, planning days and professional in-service days. Since some itinerants service more than one local district, at a minimum, those itinerants shall have the same preparation, planning, and record days as all other bargaining unit professionals set forth herein. They shall also have no more preparation, planning and record days than other bargaining unit members.

Itinerants shall receive a minimum two (2) hours per week for report writing.

ART. 16-1

ARTICLE 16

DAILY TRAVEL MILEAGE REIMBURSEMENT

<u>SECTION 1.</u> <u>REIMBURSEMENT CONDITIONS</u>. Employees shall be paid mileage reimbursement as provided in Section 3, when required to furnish their own transportation for travel necessary to the performance of their job responsibilities. Employees will not be reimbursed for travel from their homes to their place of employment.

<u>SECTION 2.</u> <u>COMPUTATION</u>. Reimbursable mileage will be computed on the basis of actual miles logged from base of employee's operation to any other assigned work station(s). Each employee shall be responsible for his/her own transportation between home and first assigned stop of the day and home.

However, when the distance between home and first assigned stop exceeds the distance between home to base of operation, the employee shall be reimbursed for that mileage which exceeds the distance between home and base of operation.

Likewise, when the distance between last assigned stop of the day and home exceeds the distance between base of operation and home, the employee shall be reimbursed for that mileage which exceeds the distance between home and base of operation.

SECTION 3. REIMBURSEMENT RATE. The mileage reimbursement rate shall be the IRS allowance as of July 1, and January 1 of each year.

<u>SECTION 4.</u> <u>TRANSPORTATION OF OTHERS</u>. The District does not provide automobile insurance for bargaining unit members for their personal vehicles during the course of their employment. No bargaining unit member shall transport students or parents of students in their personal vehicle during the course of their employment.

ABSENCES WITH PAY

<u>SECTION 1.</u> <u>COMPENSABLE LEAVE</u>. At the beginning of each school year, compensable leave of ten (10) days for the school year shall be credited to the compensable leave account of each professional employee. This benefit will be prorated for employees hired after the beginning of the school year. Part-time employees working half-time or more shall have compensable leave prorated to the nearest half day. Unused portion of compensable leave will be accumulated. The use of sick leave days will be computed and deducted on an hourly basis.

SECTION 2. USE OF COMPENSABLE LEAVE.

- A. Compensable leave hours shall be granted for prescheduled appointments in onehalf hour increments for itinerants and all other nonclassroom professionals during the work day. The employee shall give notice of such use to his/her supervisor forty-eight (48) hours in advance.
- B. Professional staff, except as identified above, shall be granted compensable leave hours for prescheduled appointments during student contact time if:
 - 1. Notice of intent is given forty-eight (48) hours in advance, and
 - 2. Three (3) hours of compensable leave, at a minimum, is charged to the account of the professional utilizing such time during student contact time.
- C. Compensable leave time may be used in one-half (1/2) hour increments during nonstudent contact time.
- D. Compensable leave may be taken for a medical emergency or illness with administrative approval at any time.

<u>SECTION 3.</u> <u>USE OF COMPENSABLE LEAVE</u>. Compensable leave shall be granted with schedule specified herein, subjected to the following conditions: each employee shall present a signed statement indicating the reason for such absence, such statement to be filed with the administrator in charge of the program.

- A. Personal illness or injury.
- B. Serious illness or injury in the immediate family.
- C. Bereavement in the immediate family. This leave shall be for a maximum of five (5) days per bereavement.
- D. Funerals. Single day leaves may be granted for attending funerals for persons other than in the immediate family. An additional day may be given for funerals in excess of 200 miles from Mason.
- E. In the event that an employee determines that he/she cannot report for work on a scheduled work day because of the severity of weather conditions, then the employee will be charged for a personal leave day or a compensable leave day if no personal leave is available. If no compensable leave is available then unpaid leave will be charged.

SECTION 4. PERSONAL LEAVE.

- A. Employees shall be provided fourteen (14) hours of personal leave per year. Unused leave hours shall be added at the end of the year to the employee's compensable leave account.
- B. An employee who has accumulated 100 compensable days as of June 30 of a given school year, shall be entitled to an additional personal day over and above those stated in Section A in the following school year.

<u>SECTION 5.</u> <u>COMPUTATION OF PERSONAL LEAVE</u>. Personal leave shall be credited in the following manner:

- A. If the employee works the full school year, 14 hours of personal leave will be granted. If the employee works 1/2 year or more but less than a full year, seven (7) hours of personal leave will be granted. If the employee works less than 1/2 year, no personal leave hours are granted.
- B. Part-time contractual employees working half-time or more, shall have personal leave days prorated to the nearest one-half day.

<u>SECTION 6.</u> <u>USE OF PERSONAL LEAVE</u>. Personal leave may be granted with supervisor approval as follows:

- A. Personal leave may be granted during student contact time in hourly increments.
- B. Personal leave may be granted during non-student contact time in one half (1/2) hour increments.

<u>SECTION 7.</u> <u>REASONS FOR PERSONAL LEAVE</u>. Personal leave days may be granted and used for:

- A. Any purpose covered by compensable leave.
- B. Personal business that cannot be conducted other than during working hours.
- C. Conferences and workshops related to the employee's job assignment with the Ingham Intermediate School District.
- D. Home or personal emergencies.
- E. Religious holidays.
- F. Personal lobbying activities.
- G. In the event that the employee determines that he/she cannot report for work on a scheduled work day because of the severity of weather conditions, then the employee will be charged for a personal leave day or a compensable leave day if no personal leave is available. If no leave is available then unpaid leave will be charged.

SECTION 8. LIMITATIONS.

- A. Except for emergency purposes, a professional employee taking personal leave hours shall file notice of intent to take such a day, checking one of the purposes above, with the administrator in charge of the employee's program at least five (5) days prior to the date of such leave.
- B. Except in cases of emergency, personal leave must have prior administrative approval.
- C. Personal leave hours shall not be granted for the day prior to or following a holiday or recess other than for emergencies.

<u>SECTION 9.</u> <u>ADDITIONAL COMPENSABLE LEAVE</u>. The only compensable leave to be granted or applied beyond the 38 week contract year will be three and one-half (3 1/2) hours of sick leave for each 75 hours of work. Unused sick leave will be credited to the individual's accumulated compensable leave account.

<u>SECTION 10.</u> <u>WORKER'S COMPENSATION/PHYSICAL ASSAULT</u>. An employee who suffers injury from a physical assault as a result of an employment related activity which could be compensable under the Worker's Compensation Act, shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and the teacher's regular salary for a period of up to four (4) weeks commencing from the first day of injury. The District retains the right to send the employee to the doctor at its expense if the District has a question concerning eligibility. The Superintendent may permit an employee to receive said benefits up to a total of six (6) weeks or more in extraordinary circumstances. Beyond four (4) weeks (or any extended time) such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the teacher's regular weekly pay until the compensable leave is exhausted.

<u>SECTION 11.</u> <u>WORKER'S COMPENSATION/INJURY/ILLNESS</u>. Any professional who suffers an injury/illness which could be compensable under the Michigan Worker's Compensation law, except as provided in Section 10 above, shall receive from the Board the difference between the worker's compensation payment prescribed by law and the professional's regular salary for a period up to two (2) weeks commencing from the first day of injury. Beyond two (2) weeks, such payments would be charged against compensable leave on a pro-rata basis computed on the relationship of the differential pay to the professional's regular weekly pay and until the compensable leave is exhausted.

<u>SECTION 12</u>. <u>ABSENCE RESPONSIBILITY</u>. The employee unavailable for work has the following responsibilities:

- A. The employee must call the person designated by his/her building/program administrator, as soon as possible but no later than 6:30 a.m. to report unavailability for work. Each employee shall at the time of reporting the absence, state the type of leave being taken and the anticipated length of absence.
- B. Employees assigned to work in local districts must call the person designated by their supervisor prior to the beginning of the school day to report unavailability for work.

<u>SECTION 13. REPORTING OF INJURIES</u>. All work related injuries, no matter how slight, must be reported to the Office of Human Resources within 24 hours. The employee may be referred to a doctor at the expense of the Intermediate School District.

ART. 18-1

ARTICLE 18

UNPAID LEAVE OF ABSENCE

<u>SECTION 1. LEAVE/REINSTATEMENT</u>. Upon administrative approval the following leaves may be granted without pay and the employee retains any previously accumulated benefits. Whenever possible, except as stated in Section 2, the employee is reinstated in his/her previously held position or in one of comparable responsibility.

SECTION 2. CHILD CARE LEAVE. A non-probationary employee who has worked for the Board for two (2) or more years, may request an unpaid leave up to ninety (90) work days subject to the following conditions:

- A. The employee must apply for the leave approximately six weeks prior to the anticipated beginning of the leave.
- B. The leave must have prior approval of the Superintendent.
- C. Benefits may be purchased by the employee.
- D. If this leave is taken consecutively with sick leave and/or sick bank or other special leaves, the total leave days shall not exceed one hundred fifteen (115) days.
- E. During child care leave the employee's position shall not be considered vacant, and the employee shall be entitled to return upon completion of the leave.

<u>SECTION 3.</u> <u>PARENTAL AND/OR ADOPTIVE LEAVE</u>. Parental/adoptive leave may be granted for a period not to exceed two (2) years. (In the case of adoptive leave, the adopted child must be less than 5 years of age at the time of custody to be eligible for leave.) Upon completion of the leave, re-employment shall be subject to an available position, however, the employee shall have preference for re-employment for any position for which he/she is qualified that is or becomes vacant, but shall not be guaranteed the return to his/her former position.

<u>SECTION 4.</u> EXTENDED UNPAID LEAVES. Leaves not to exceed a maximum of one (1) year, with re-employment subject to the availability of an appropriate position may be granted for:

ART. 18-2

- A. Study
- B. Foreign assignment
- C. Serious illness (personal or family)
- D. Exchange teaching
- E. Political office.

An employee may apply for an extension of the special leave for an additional year.

<u>SECTION 5.</u> <u>MILITARY LEAVE</u>. Leave is granted to any employee called into military service. Application for reinstatement must be made within ninety (90) days following separation from military service.

<u>SECTION 6.</u> <u>SHORT TERM UNPAID LEAVES</u>. Unpaid leaves of twenty (20) days or less may be granted upon administrative approval. Prior to approval of such unpaid leave all available sick and personal leave shall have been used except when the employee is applying for sick bank.

ART. 19-1

ARTICLE 19

JURY DUTY

<u>SECTION 1.</u> JURY DUTY. Employees selected for Jury Duty should immediately report this to their appropriate supervisor. In the event that Jury Duty is performed during working hours, Ingham Intermediate School District will pay the difference between the Jury Duty pay and the employee's regular pay for the period absent. Each week, the employee must obtain a jury slip for the appropriate court office and submit same to the supervisor.

SICK LEAVE BANK

<u>SECTION 1</u>. <u>COOPERATION</u>. The Sick Leave Bank is a fully independent project of the Association. The Human Resources Office will assist the Association with record keeping where necessary.

<u>SECTION 2</u>. <u>PURPOSE</u>. The purpose of the Sick Leave Bank is to provide certain extended leave benefits to participating staff members through a shared donation of sick leave days. This Agreement in no way alters the existing sick leave policy of non-participating employees.

SECTION 3. MEMBERSHIP.

- A. Participation will be on an optional basis only.
- B. All eligible employees must certify to the Department of Human Resources and the Association's Sick Bank Committee, within ten working days after their first day on the job, their intent to participate in the Sick Leave Bank.
- C. Once admitted to participation, employees may not withdraw their donated leave days, nor their permission to be assessed days during the contract year.
- D. Membership shall be continual, but any employee may choose to end membership by stipulating to that effect on or before the fifth working day of the contract year, in writing, to the Association's Sick Bank Committee. No days will be assessed against an employee who withdraws, nor shall they be eligible for any benefits during that contract year. Renewal of membership may be made the following contract year.

SECTION 4. ADMINISTRATION.

A. The Association Sick Bank Committee shall make a determination regarding the allocation of a specific number of sick leave days from the bank to each participating employee at the time of the employee's request, according to the criteria herein established.

- B. Should the employee believe that the Association's Sick Bank Committee has misinterpreted the criteria in his or her case, that employee may appeal the allocation to a committee consisting of three representatives of the Association. Such committee shall meet and review the allocation made by the Association's Sick Bank Committee within five (5) days of the appeal. Should the committee decide that an error was made by the Association's Sick Bank Committee in the interpretation of the criteria, the committee shall recommend corrective action to the Association's Sick Bank Committee. Copies of the committee's recommendation shall be forwarded to the Association and the employee involved.
- C. Further, the committee shall meet annually, on a date established by its chairman between May 15 and the close of the school year, to review the administration of the sick leave bank and to make any recommendations for change it believes necessary to the Association.

SECTION 5. REPLENISHMENT.

On September 15, of each contract year, all participating staff will donate up to one full leave day to be placed in the leave bank. Assessment will be based on (1) the number of days needed to reach a minimum number of 190, and (2) the number of participating employees.

SECTION 6. QUALIFYING PROCEDURES.

- A. Applications for Sick Leave Bank benefits will be made in writing and submitted to the Assistant Superintendent of Human Resources and the Association's Sick Bank Committee. Such applications must be renewed every 30 days in order to maintain benefits beyond the 30th day of extended sick leave.
- B. Applications must be accompanied by a physician's statement concerning the employee's disability. Disability shall mean the inability to perform the duties of the employee's regular occupation as a consequence of physical or mental condition.
- C. The Association's Sick Bank Committee and/or the Board shall have the right and opportunity to require a physical examination of the employee by a physician of its own choosing as often as it may reasonably require. The expenses incurred shall be borne by the requesting party.

D. An updated physician's statement certifying continued disability may be required periodically.

SECTION 7. LIMITATIONS.

- A. Participating employees will not be granted more than 30 days sick bank benefits without reconsideration by the Association's Sick Bank Committee. A doctor's statement shall be required indicating that the employee is physically and/or mentally unable to return to work.
- B. No member can receive extended sick leave days beyond his/her current contract termination date.

SECTION 8. ELIGIBILITY.

- A. A participating employee becomes eligible for benefits of the Sick Leave Bank after the depletion of his/her accumulated sick leave. Following depletion of the employee's sick leave there may be a waiting period before receiving sick bank benefits. The waiting period will be determined by the number of accumulated sick days that the employee has on September 15, of the school year during which the request for sick bank benefits is received by the Association's Sick Bank Committee.
- B. The waiting period will be as follows:

Accumulated Sick Leave	Waiting Period
28 or more days	0 days
25-27 days	1 day
22-24 days	2 days
19-21 days	3 days
16-18 days	4 days
15 or less days	5 days

C. Employees receiving sick bank benefits will agree to return to work for a period of not less than sixty days if physically and mentally able to do so. The return to work shall occur as soon as the employee is physically and mentally able, unless an extended leave is granted, in which case the employee will return to work upon termination of the leave. Employees who terminate their employment for any reason other than physical or mental disability without returning to work will be required to make full restitution to the Association for all monies paid for time taken from the sick bank.

Employees who return to work for less than the full sixty days and then terminate will be required to make a pro-rated restitution.

Any days for which restitution is made will be restored to the bank.

D. An employee receiving sick bank benefits may return to work and remain eligible for sick bank benefits for a period of one year from the date of the original application for such benefits should the illness recur. In such cases the waiting period will be waived.

SECTION 9. RESTORATION.

- A. Any employee having returned to his/her duties who has qualified to draw from the Leave Bank, will be granted a number of non-accumulated sick days to be taken from the Leave Bank and placed in his/her personal sick leave account.
- B. The number of days restored shall be the number of days in his/her personal account at the onset of the disability, or one day will be granted for each full month of the remaining school year, whichever is less.
- C. These days will not be carried forward to the following school year.
- D. Further, any employee, who, during the school year has been forced by a major illness or mental condition to exhaust his/her personal sick leave account, will be eligible for restoration, as provided in A, B, and C above, provided there were twenty-five (25) accumulated sick leave days in his/her personal account on the first day of the contract year. A physician's statement to certify the condition may be required. An employee need not have drawn on the Bank for this restoration. A major illness or mental condition shall be determined to exist if it requires an absence of fifteen (15) consecutive working days.

SEVERE WEATHER CLOSING/EMERGENCIES

<u>SECTION 1</u>. <u>NOTIFICATION</u>. In the event that severe weather occurs and the Superintendent determines that the entire district operations shall be closed, such notification will be made to local radio stations; when announced, employees will not be expected to report for work.

<u>SECTION 2</u>. <u>ABSENCE OF NOTIFICATION</u>. In the absence of such a notification, all employees will be expected to report for work. If a local school in which an employee serves is closed by severe weather, it shall be the responsibility of the employee to report in person to the Intermediate Office.

<u>SECTION 3.</u> FAILURE TO REPORT. In the event that an employee determines that he/she cannot report for work because of weather conditions and the Superintendent does not close the Intermediate District, then the employee will be charged a leave day, in accordance with Article 17, Sections 3E and 7G.

<u>SECTION 4.</u> <u>HEARTWOOD SCHOOL</u>. Because of the physical conditions of many of the handicapped children who attend the Heartwood School and because of the extensive transportation system that supports the School, it may be necessary to close the Heartwood School under weather conditions that would not require closing the entire District. When this condition exists, notification of closing the Heartwood School only, will be made to local radio stations and the Heartwood School employees will be expected to report to work.

<u>SECTION 5.</u> <u>ITINERANT STAFF</u>. Staff members assigned to a constituent district program shall report to the Intermediate District if the school district to which they are assigned is closed, and the Intermediate District is open.

<u>SECTION 6.</u> <u>PARTIAL CLOSING</u>. Closing of a building or a portion of a building for any reason; such as boiler failure, power failure, or any other reason deemed valid by the Superintendent, shall not diminish the responsibilities of the employees assigned to other buildings or portions thereof. Upon such closing, the Board may temporarily assign employees to work in other locations.

<u>SECTION 7.</u> <u>USE OF LEAVE</u>. If the Ingham Intermediate School District is closed due to severe weather, no compensable leave days will be charged to employees who have requested such leave for the day on which school is closed.

INSURANCE BENEFITS

<u>SECTION 1.</u> <u>LIFE INSURANCE</u>. Group term life insurance will be provided in the face value of Forty Thousand Dollars (\$40,000.00) with A.D. and D. Benefit, per full-time employee. The premium of the term life insurance policy is paid in full to a life insurance company selected by the Board for the duration of each full-time staff member's employment. This policy shall be convertible to whole life policy sponsored by said company upon termination of employment without evidence of insurability. For employees working half time or more, but less than full time, life insurance premium payments shall be pro-rated.

<u>SECTION 2.</u> <u>HOSPITALIZATION COVERAGE</u>. One hundred percent (100%) of the cost of up to full-family Blue Cross-Blue Shield Four Point Plus plan health insurance with a two dollar (\$2.00) co-pay prescription drug rider RM, ICMP and HCB RIDERS will be paid for any requesting full-time employee.

Employees may, as an alternative, enroll in Health Central, or Physicians Health Plan coverage, which coverage is in lieu of Blue Cross-Blue Shield coverage. The District will pay one hundred (100%) percent of the cost of up to full-family Physicians Health Plan or Health Central in the event the employee chooses one of these insurances in lieu of Blue Cross-Blue Shield.

For employees working half time or more, but less than full time, the premium payment for health insurance will be prorated for requesting employees.

In the 1992-93 school year the Employer will pay the increase in insurance premiums up to a maximum of twenty percent (20%) over the 1991-92 Board paid premiums with the employee responsible for any increase over twenty percent (20%). In the 1993-94 school year the employer will pay the increase in insurance premiums up to a maximum of twenty percent (20%) over the 1992-93 Board paid premiums with the employee responsible for any increase over twenty the employee responsible for any increase over twenty percent (20\%).

<u>SECTION 3.</u> <u>INCOME PROTECTION INSURANCE</u>. Income Protection Insurance will be provided for all full-time employees working twenty (20) hours or more per week. This insurance will pay sixty-six and two thirds percent of gross salary up to a limit of \$3,500 per month in case of disability as a result of sickness or accident. Protection will begin at the end of 90 days following disability and will continue until age 65 or termination of the disability.

SECTION 4. DENTAL INSURANCE. The premium for dental insurance benefits for all full time employees will consist of Class I and II (as presently described in the Delta Dental Agreement) with 90% and 50% co-pays respectively and a \$1,000 maximum benefit per beneficiary payable in any one year, and 90% Class III benefits (Orthodontic) with \$1,000 maximum lifetime benefit per beneficiary payable. All employees working less than full time, but more than half time are required to enroll for dental insurance and to pay the pro-rated share of the premium payment.

<u>SECTION 5.</u> <u>LIABILITY</u>. Ingham Intermediate School District shall provide liability insurance for all professional employees, insofar as, the liability risk is directly related to employment by Ingham Intermediate School District. It is understood that this protection may be limited at some time in the future by the availability of insurance coverage.

SECTION 6. OPTICAL INSURANCE. The District shall provide MASB Set Ultra-Vision Plan II as previously written and amended, effective November 1, 1985, only to change the standard frames benefit from \$18 to \$33, with all other provisions of Plan II remaining unchanged, or equivalent coverage optical insurance to all full time employees. All employees working less than full time, but more than half time are required to be enrolled for optical insurance and to pay the pro-rated share of the premium payment.

<u>SECTION 7</u>. <u>WORKERS'</u> <u>COMPENSATION</u>. A staff member is protected while pursuing the duties of his/her office through Worker's Compensation Law. All on-the-job injuries, no matter how slight, must be reported to the Department of Human Resources by the injured employee within a reasonable time after the injury. Injuries not reported within three months are not subject to later claim. Employees have six (6) months to file claim against a properly reported injury. Under the law, Ingham Intermediate may specify the specific doctor to be used for treatment during the first sixty (60) days of treatment. All claims and inquiries should be directed to the Department of Human Resources.

<u>SECTION 8.</u> <u>SELECTION OF CARRIERS</u>. Except as qualified elsewhere in this Agreement, the Board reserves the right to select all insurance carriers, after notice to and consultation with the Association to change the insurance carrier(s). However, the Board, in selecting the carrier, will provide benefits equivalent to those contained and enumerated herein.

<u>SECTION 9.</u> <u>LIMITATION/ACCESS/REPLACEMENT</u>. The benefits provided are subject to the policy of the insurance carrier. The Association will have access to the policies or the equivalent information received from the insurance carrier(s) regarding the

insurance coverage referred to in this Agreement. In the event the benefits negotiated herein are not available, the Board agrees to immediately notify the Association and enter into immediate collective bargaining for the specific purpose of replacing said benefit(s).

SECTION 10. HOSPITALIZATION COVERAGE ALTERNATIVE.

- A. For those not selecting a health insurance benefit, the Board shall provide fortyfive dollars (\$45) per month to be applied to the following options, except in the third year, 1993-94, this will increase to sixty dollars (\$60) per month:
- 1. The group life insurance options available and/or
- 2. A tax sheltered annuity program.

Teachers may select a tax sheltered annuity from the available companies approved by the School Board. Teachers may apply the forty-five (\$45) dollars per month provided above toward the purchase of options in (1) and/or a tax sheltered annuity. If a tax sheltered annuity is selected, a minimum of five (\$5) dollars per month must be applied toward the TSA.

SECTION 11. FLEXIBLE SPENDING ACCOUNT. Professionals have the option of having pre-tax dollars deducted from their earnings for reimbursement of certain medical and dependant care expenses to a maximum of \$1,000 or \$5,000 respectfully on an annual basis. The Office of Human Resources will provide each employee with the information packet which is intended to describe the benefits provided by the Board of Education, and certain other employee information and is subject to change by the Board of Education in accord with Section 125 of the Internal Revenue Service Code.

Employees are urged to plan appropriately for FSA deductions, per IRS Code excess deductions in individual accounts at the end of a plan year may not be returned to individuals.

RETIREMENT

<u>SECTION 1</u>. <u>EARLY RETIREMENT</u>. Effective September 1, 1983, the Board will provide early retirement incentives. Having reached the minimum age requirement of the Michigan Teachers Retirement Act and having completed at least ten (10) years of service with the Ingham Intermediate School District, the employee, upon retirement, shall be eligible for early retirement incentives.

<u>SECTION 2.</u> <u>LIMITATIONS</u>. Professionals must submit notice of their intent to retire by May 1 of the year in which they plan to retire. The Board will determine by June 1, the employees (hereinafter referred to as retiree) to be granted ERI benefits.

<u>SECTION 3.</u> <u>PURPOSE</u>. The purpose of this early retirement incentive plan shall be to help prevent layoffs and reduce costs to the District.

<u>SECTION 4.</u> <u>PAYMENT</u>. The following early retirement incentive shall only be available to a retiree who submits his/her notice of intent to retire by May 1, 1992 to the Board of Education. Early retirement payments shall be paid to retirees who retire by June 1992 as set forth below:

Any employee approved by the Board for this retirement incentive shall be eligible for the difference between his/her current base salary and the base salary at Step 1 of degree track in which they reside.

EXAMPLE: Teacher "A" is currently at MA Step 12 earning \$46,315. MA Step 1 is \$26,460. Teacher "A" would be entitled to the difference between MA Step 12 and MA Step 1 which is \$19,849. Teacher "A" would also be entitled to \$250/year of service as outlined in Section 5.

One time payment to be made at the time of retirement only.

<u>SECTION 5.</u> <u>PAYMENT/YEARS OF SERVICE</u>. A retiring employee shall receive a lump sum payment of Two Hundred Fifty (\$250.00) Dollars for each year of service in the Ingham Intermediate School District up to a maximum of Seven Thousand Five Hundred (\$7,500.00) Dollars.

<u>SECTION 6.</u> <u>BOARD RETIREMENT CONTRIBUTION</u>. The Board shall pay the Michigan Public School Employees Retirement of five percent (5%) in accordance with Public Act 244 of 1974 throughout the duration of this Agreement.

SPECIAL ALLOWANCES

<u>SECTION 1.</u> <u>ELIGIBILITY</u>. Employees who were employed in the Ingham Intermediate School District in 1976-77 and received an additional allowance generally granted for special certification/approval shall continue to receive a differential of \$300.00. Employees who did not receive the additional allowance in 1976-77 are not eligible for the \$300.00 allowance. Exception: Special Education employees transferred from the Lansing School to the Ingham Intermediate School District in 1978-79 who were receiving \$300.00 salary differential for special certification at the time of transfer shall continue to receive \$300.00 differential consistent with this contract.

BENEFIT YEAR

SECTION 1. CONDITIONS. The insurance benefits provided by this Agreement shall be in effect from September 1 through August 31. Employees who complete a full school year of work and those laid off prior to the completion of a full school year of work, who do not find gainful employment elsewhere, will have Board paid insurance benefits continued through August 31 of the corresponding insurance benefit year. In all other cases Board paid insurance benefits shall terminate with employment. Employees will certify to the Department of Human Resources, upon layoff, and as a condition of receiving continued insurance benefits while unemployed, that they will report any gainful employment elsewhere to the Department of Human Resources within ten (10) days of obtaining such employment. Failure to so report will obligate the employee to reimburse the cost of any insurance benefits which the employee is not entitled to under this Section.

<u>SECTION 2</u>. <u>BENEFIT YEAR</u>. The benefit year for claim purposes, of each of the insurance carriers, is:

PHP	Jan. 1 - Dec. 31
BC/BS and HC	Jan. 1 - Dec. 31
Delta Dental	Nov 1 - Oct. 31
Life Ins.	May 1 - April 30
Optical	July 1 - June 30
LTD	May 1 - April 30
FSA	July 1 - June 30

The benefit claim year is subject to change during the term of this Agreement. Staff will be informed of any changes. New employees who start on the first contract day of a school year are eligible for hospitalization coverage effective September 1st; all other insurance benefits start October 1st. All employees commencing work at a time other than the first contract day of a school year are eligible for benefits on the first day of the month following the month of employment.

PROFESSIONAL DEVELOPMENT PROGRAM

SECTION 1. PHILOSOPHY AND PURPOSE. The Board and the Association agree that educators need to participate in professional development activities throughout their careers. The Board is committed to providing professional development opportunities which motivate staff to acquire new knowledge and to develop skills, methods and attitudes through options which compensate and/or reward effort which is directed toward both individual and organizational objectives.

SECTION 2. PROFESSIONAL DEVELOPMENT PROCESS.

- A. All professional development plans require approval by the supervisor and the Assistant Superintendent for Human Resources or his/her designee prior to initiation of the professional development activities.
- B. Successful completion of an approved development plan will be required for:
 - 1. Salary step movement (Section 6).
 - 2. Continuing step increases after Step 12 (Section 7).
 - 3. Horizontal movement on the salary schedule (Section 11).
- C. Individual plans for professional development may be coordinated with goal development, when staff members are in the appraisal cycle, with the approval of their supervisor.
- D. All professional development activities outlined in Section 6 through Section 11 of this Article are to be directly related to the work assignment.

SECTION 3. DEVELOPMENT OF PROFESSIONAL DEVELOPMENT PROGRAM.

- A. Individual plans for professional development will be initiated by each staff member and will guide the professional development activities.
- B. The staff member will be notified in writing by his/her supervisor if his/her proposed plan is not approved, and will be provided an opportunity to discuss the reasons for disapproval. The staff member may revise and resubmit his/her plan.

- C. The plans approved by the supervisor will be reviewed by the Assistant Superintendent for Human Resources and the staff member will be notified of the decision in writing.
- D. A staff member whose proposed plan is not approved will be provided an opportunity to meet with the Assistant Superintendent for Human Resources or his/her designee to discuss the reasons for disapproval.
- E. An appeal of the decision may be filed with the Professional Development Committee within five (5) days after disapproval by the Assistant Superintendent for Human Resources. The Professional Development Committee will render a written decision within 15 days. Such decision shall not be grievable. Copies of the decision will be sent to the employee, the employee's supervisor, the Assistant Superintendent for Human Resources, and the Association.
- F. Plans will include:
 - 1. A statement of goal or goals in performance terms.
 - 2. Action steps.
 - 3. Indicators of goal attainment and means of data collection.
 - 4. Time lines for completion of activities.
 - 5. Support needed.
 - 6. Approval of supervisor and Assistant Superintendent for Human Resources.
- G. When the Professional Development Plan has been completed and approved, the employee will be notified in writing by the Assistant Superintendent for Human Resources of the approval and of the date the next Professional Development Plan must be completed.

The Assistant Superintendent for Human Resources will also notify the employee of impending deadline for plan completion by September 1, of the year prior to the year completion is due. However, failure to receive notification does not relieve the employee of the responsibility to meet the deadline.

H. This contract includes and incorporates by reference the Professional Development Handbook dated 5/12/87 which includes an outline of the goals, objectives, professional development units, professional development

activities, application and work sheet forms which were promulgated by the Professional Development Committee. The Professional Development Committee shall be responsible for recommending changes in the Professional Development Handbook referred to above. Any changes recommended by the committee must be mutually agreeable to the Board and Association before such changes may be implemented.

SECTION 4. IMPLEMENTATION AND COMPLETION OF PROFESSIONAL DEVELOPMENT PLANS.

- A. The staff member will carry out his/her Professional Development Program activities, collecting necessary data and documentation. Interim conferences may be held by mutual consent to provide feedback or allow modification of goals if necessary.
- B. By August 1 of the year of eligibility for salary advancement, the staff member will submit to their supervisor appropriate forms and documentation of completed activities.
- C. The application form and documentation will be reviewed by the supervisor and a recommendation will be forwarded to the Office of Human Resources by August 15.
- D. Staff members will be notified in writing by their supervisor if their application is not approved and provided an opportunity to discuss the reasons for disapproval.
- E. Applications approved by the supervisor will be reviewed by the Assistant Superintendent for Human Resources and the Staff member will be notified of the decision in writing by September 1.
- F. A staff member whose application is not approved will be provided an opportunity to meet with the Assistant Superintendent for Human Resources to discuss the reasons for the decision.
- G. Appeal of the decision must be filed with the Professional Development Committee within five (5) working days after notification of disapproval by the Assistant Superintendent for Human Resources. The Professional Development Committee shall render its written decision on the appeal. Such decision shall not be grievable. Copies of the decision will be sent to the employee, his/her supervisor, the Assistant Superintendent for Human Resources and the Association.

SECTION 5. THE PROFESSIONAL DEVELOPMENT COMMITTEE.

- A. The Professional Development Committee shall consist of five (5) members. Three will be appointed by the Association and two will be appointed by the Board.
- B. The Professional Development Committee will review appeals of staff members regarding decisions rendered by their supervisor or the Assistant Superintendent for Human Resources regarding their Professional Development Plan or application for advancement upon completion of the plan. The committee will make recommendations to the Superintendent on changes and appeals. Copies of the recommendations will be sent to the Association President.

<u>SECTION 6. SALARY STEP MOVEMENT</u>. As a condition for continued movement on the salary schedule, (between Steps 1 and 12) professional staff members must complete the requirements for salary step movement as more fully defined in the Professional Development Handbook.

SECTION 7. CONTINUING SALARY INCREASES.

- A. <u>Eligibility</u>. An employee who successfully completes a total of two (2) PDU's in three (3) or more years after reaching Step 12 shall be eligible for a continuing salary increase of \$500.00. The employee may apply for the continuing salary increase at the end of each subsequent three (3) year period, if he/she should so choose. A maximum of four (4) continuing salary increases may be granted to any one individual employee.
- B. <u>Criteria for Qualification</u>. All Professional development activities planned and completed under this section must either meet the requirements of continuing salary increase guidelines, as enumerated in the Professional Development Handbook or be developed by the employee with the approval of the Assistant Superintendent for Human Resources.

<u>SECTION 8.</u> <u>TUITION REIMBURSEMENT</u>. The Intermediate Board will reimburse the cost of tuition and fees for courses:

- (1) Directly related to the employee's work assignment and required in a full time and part time professional employee's educational program; or
- (2) Appropriate subjects related to his/her specialization or discipline; or

- (3) With the supervisors agreement and approval of the Assistant Superintendent of Human Resources, training, coursework, or work experience in another career could be undertaken with the following conditions:
- A. Appropriate course work or training must be approved in advance by administration.
- B. Reimbursement is limited to actual cost of course work or training fees not to exceed the current cost of resident, graduate, on campus tuition at Michigan State University. No more than six (6) semester credits may be reimbursed in any three (3) year period.
- C. Claim for reimbursement will be submitted with expense report after successful completion of the course. A copy of the transcript or grade report showing course credit and evidence of payment of actual cost must accompany submission of claim.
- D. No reimbursement will be granted by the Intermediate Board if tuition and/or fees were covered by some other grant or fellowship.
- E. Reimbursement shall be pro-rated for part time employees.

<u>SECTION 9.</u> <u>SABBATICAL LEAVE</u>. A sabbatical leave of up to one year may be granted upon application to the Ingham Intermediate Superintendent and Board of Education. Sabbatical leaves are governed by Board Policy GCBDK*-D and GCBDK*-D-R-(1) and the following provisions:

- A. The employee must have completed not less than seven years of continuous fulltime service before he/she can be a candidate for consideration.
- B. Sabbatical leaves may be granted for research, study, writing, or travel, and they must serve the purpose of the Intermediate District.
- C. Requests for leave must be received in the Office of Human Resources not later than January 15, of the preceding school year.
- D. The employee receives pay equal to one half (1/2) his/her regular salary and he/she retains his/her employment status. The employee may continue benefits and the Board will pay the cost of benefits with proration for less than full time staff the same as during the prior school year.

ART. 26-6

- E. Following the leave, the employee must return to the Ingham Intermediate District and render a minimum of two consecutive calendar years of satisfactory service. (An employee who takes a sabbatical leave for 1/2 contract year shall be required to render a minimum of one calendar year of satisfactory service).
- F. The employee is required to furnish periodic reports to the administration to demonstrate that all requirements of the leave are being met.
- G. Any employee who fails to meet the conditions of the leave shall, within two years, repay the Ingham Intermediate School District the exact amount paid to him/her in salary and benefits during such leave.
- H. Two sabbatical leaves may be granted each year.

SECTION 10. CONFERENCES AND MEETINGS.

- A. <u>ELIGIBILITY/REIMBURSEMENT</u>. An employee, upon request and with prior administrative approval, may be released from regular duties without loss of pay for up to four (4) days each school year to participate in programs, workshops, or conferences oriented solely to improving professional competency. Conferences during the summer, weekends, holidays, vacation breaks, may be granted for conference expenses only, no salary will be paid. Employees will submit requests to attend these meetings on forms provided. Actual cost of food, lodging, registration and travel (if by public conveyance) may be claimed, subject to the following limitations:
 - 1. Actual registration and conference/workshop expenses with the exception of taxi and tips must be substantiated.
 - 2. Air travel will be by coach class accommodations.
 - 3. Private car mileage will be reimbursed at the current District rate.
 - 4. The maximum travel allowance per conference will be \$150.00.
 - 5. Taxi service between the airport and conference/workshop hotel is allowed.
 - 6. Actual cost of meals and tips will be reimbursed up to a maximum of \$30.00 per day.

- 7. The actual lodging, related tips, and taxes will be reimbursed up to a maximum of the lowest single occupancy rate in an official conference/workshop hotel, or \$30.00 per day if no official hotel is designated.
- 8. No other expenses will be reimbursed.
- The maximum annual reimbursement of conference/workshop expenses per employee will be \$300.00.
- B. <u>WAIVER OF LIMITATIONS</u>. When a trip is requested by the District, the above limitations may be waived at the option of the District. Being on the program at a conference does not give the employee a right to have the above limitations waived. If the District requests a staff member to participate at a conference, the limitations may be waived.
- C. <u>CONFERENCE LIMIT</u>. The Board retains the right to limit the number of employees attending a single conference.
- D. <u>MEMBERSHIP REQUIREMENT</u>. The Board retains the right to require membership as a condition for attendance at national conferences sponsored by specific professional organizations.
- E. <u>REQUEST/TIME LINE</u>. Requests for conferences must be submitted two weeks or more in advance of the conference.
- F. <u>DENIAL</u>. The administration will provide employees with a written rationale for denial of conference requests.
- G. <u>EVALUATION</u>. Within two weeks after a conference, the employee will submit a written evaluation of the conference to the supervisor who approved the conference.
- H. <u>HONORARIUM</u>. Conference expenses will be adjusted by any honorarium received by the employee.

<u>SECTION 11</u>. <u>HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE</u>. To qualify for horizontal movement on the salary schedule, the employee must meet the following criteria:

ART. 26-8

- A. <u>DEGREE QUALIFICATIONS</u>. To qualify for a bachelors, masters, or doctoral degree salary levels, an employee must present evidence of having completed the earned degree directly related to his/her work assignment from an approved college or university.
- B. <u>NON-DEGREE + QUALIFICATIONS</u>. To qualify for non-degree +, an employee must present evidence of having successfully completed a minimum of 90 term hours (60 semester hours) directly related to his/her work assignment at an approved college or university following the attainment of a high school diploma.
- C. <u>BACHELORS DEGREE + QUALIFICATIONS</u>. To qualify for a Bachelors Degree +, an employee must present evidence of having successfully completed a minimum of 23 term hours (15 semester hours) directly related to his/her work assignment following the attainment of the Bachelors Degree.
- D. <u>MASTERS DEGREE + QUALIFICATIONS</u>. To qualify for a Masters Degree +, an employee must present evidence of having successfully completed a minimum of 45 term hours (30 semester hours) directly related to his/her work assignment following the attainment of the Masters Degree.
- E. The Assistant Superintendent of Human Resources may review the qualifications of a requesting employee to determine whether or not they are eligible to receive a horizontal movement on the salary schedule for a degree qualification which is related to his/her work assignment. The decision of the Assistant Superintendent of Human Resources shall be final.

SECTION 12. INITIAL PLACEMENT ON THE SALARY SCHEDULE. To qualify for the ND+, BA, BA+, MA, MA+, or doctoral degree salary level, the employee must present evidence of having successfully completed an earned degree or credits from an approved college or university. The credits and/or degree must be directly related to the work assignment of the employee. The Assistant Superintendent of Human Resources may review the qualifications of a requesting employee to determine whether or not they are eligible to receive a horizontal movement on the salary schedule for a degree qualification which is related to his/her work assignment. The decision of the Assistant Superintendent of Human Resources shall be final.

STAFF APPRAISAL

SECTION 1. PHILOSOPHY.

- A. The Board and the Association agree that members of the Professional staff shall be subject to an appraisal process that is fair, objective, constructive and reliable in order to facilitate the successful and continuing achievement of the goals and objectives of the Ingham Intermediate School District.
- B. The Board and the Association believe that appraisal systems for certified and classified personnel in the Ingham Intermediate School District should be of a bilateral and continuing nature for the purpose of improving the quality of educational and auxiliary service.

SECTION 2. PURPOSE. The purposes of the Performance Appraisal System are:

- A. To establish, maintain and improve communication between each supervisor and employee in order to facilitate the joining of personal and professional goals of each staff member with organizational goals, objectives and priorities.
- B. To ensure that each professional is aware of job responsibilities and related performance level expectations.
- C. To recognize outstanding performances by individual employees.
- D. To maintain, strengthen and improve the level of performance of the professional staff.

SECTION 3. THE APPRAISAL PROCESS.

A. This contract includes by reference the appraisal process developed for new hires and continuing staff by the Professional Appraisal Committee. The Board and Association agree that the appraisal process shall consist of those steps and procedures as set forth in the handbook, <u>An Appraisal Plan for Performance Improvement of Professional Staff</u>, (1987 revision) adopted by the Board.

ART. 27-2

- B. The Professional Appraisal Committee shall be responsible for recommending changes in the appraisal steps and procedures as outlined in the handbook. Any changes recommended by the appraisal committee must be mutually agreeable to the Board and Association before such changes may be implemented.
- C. The performance of professional staff will be appraised based on the employee's job responsibilities, as contained in their job description and position profile, and the "common areas of performance" as defined and set forth in the handbook referenced in 3-A above.
- D. In the event that performance is unsatisfactory, a corrective action plan will be developed in accordance with procedures outlined in the appraisal handbook referenced in 3-A.
- E. It is required that all members of the professional staff will participate in the appraisal process each of their first two (2) years of employment and once every four (4) years thereafter. More frequent appraisals may be conducted at the written request of the staff member or at the initiation of the supervisor if performance deficiencies have been identified. In the latter instance, the employee will be notified in writing of the reasons for conducting a non-sequential evaluation. A copy of the notice will be sent to the Association.
- F. The professional appraisal process (Article 27) and the professional development process (Article 26) are two clearly defined and separate processes.

SECTION 4. THE PROFESSIONAL APPRAISAL COMMITTEE.

- A. The Professional Appraisal Committee (previously known as the Professional Improvement Committee) is constituted for the purpose of advising the Superintendent on the performance appraisal system for professional staff.
- B. The Professional Appraisal Committee shall consist of:
 - 1. Ten members of the professional staff, chosen to be representative of the various professional interest groups as follows:
 - 2 Classroom teachers from the Capital Area Career Center
 - 1 Member of the professional support staff at the Capital Area Career Center

- 1 Classroom teacher from the Heartwood School
- 1 Classroom teacher from Special Education Division Programs other than Heartwood
- 2 Professional staff members from the Special Education Division Itinerant Programs
- 1 Member of the Professional support staff at the Heartwood School

(All of the above are selected by their respective peer groups)

- 2 Professional staff members at large, selected by IIPSA
- 2. Six administrators, as follows:
 - 1 Administrator from the Capital Area Career Center
 - 1 Administrator from the Heartwood School
 - 1 Administrator from Special Education Division other classroom programs
 - Administrator from Special Education Division Itinerant Programs
 - 2 Administrators selected at large
- (All of the above are appointed by the Superintendent)
 - The Superintendent shall be chairperson of the committee and a non-voting member. The Assistant Superintendent for Instruction shall also serve as a non-voting member and shall chair the committee in the Superintendent's absence.
 - Members of the Appraisal Committee should be selected for either a two or three year term of service.

- C. The responsibility of the Professional Appraisal Committee shall be:
 - 1. To establish its own working procedures regarding meetings, attendance, etc.
 - 2. To recommend the criteria for fair, objective performance appraisal instruments and processes, for each group within the professional staff.
 - 3. To monitor, review and modify the instruments and processes as necessary for continuing refinement of the appraisal system.
 - 4. To periodically gather feedback from appraisal participants and evaluate the performance appraisal system with the assistance of the IISD office of Planning and Evaluation.
 - 5. To report to the Superintendent and the Association on the results of the evaluation of the appraisal system.
 - 6. A copy of all Professional Appraisal Committee reports will be sent to the Association.
- D. Staff orientation to the professional appraisal process shall take place within the regularly scheduled work day for continuing employees. For new employees, staff orientation to the professional appraisal process shall be a part of their total orientation program into the District.

<u>SECTION 5.</u> <u>OBSERVATION</u>. The Board agrees that all monitoring or observation of the work of a staff member shall be conducted openly and with full knowledge of the staff member.

SALARY GUIDE

<u>SECTION 1.</u> <u>NEW EMPLOYEES</u>. New employees, at the time of hire, may, at the discretion of the board, be given up to full credit for previous teaching and/or related experience and placed at the appropriate step on the salary schedule.

<u>SECTION 2.</u> <u>STEP ADVANCEMENT</u>. After having been placed on the salary schedule, employees will advance on the schedule no more than one step per year. Part-time employees will advance one step on the salary schedule at the beginning of the school year following the completion of a full year equivalent. Advancement on the salary schedule is dependent upon completion of at least ninety (90) days of work under contract during the regular school year only.

<u>SECTION 3.</u> <u>DEGREE ADVANCEMENT</u>. To be eligible for advancement horizontally on the professional salary schedule as compensation for completing course credits or other degree requirements that lead to salary schedule increases in accordance with Article 26, Section 11, all degree requirements and course work must be earned from an accredited college or university, prior to September 1 of the current school year. Transcripts for verification must have been received by the Department of Human Resources no later than November 1 of the current year. Credits or degrees completed after September may be reported to the Department of Human Resources no later than November 1 of the current school year.

Salary adjustments resulting from credits or degrees reported after September 1 shall be prorated from the day following either the end of the semester or term in which the credits or degree are satisfactorily completed, to the end of the school year. Salary adjustments granted for credits and degrees completed after September 1 shall be paid in one lump sum prior to the end of the school year. Credits or degrees for which verification is reported after March 31 will not be valid for reimbursement until the next year.

<u>SECTION 4.</u> <u>PAYMENT</u>. All salaries will be paid biweekly over a twelve month period (26 payments) unless the professional employee indicates in writing that the salary shall be paid during the regular school year (21 payments). An employee being paid on a twelve month basis may request in writing to the business office by May 15th that the total unpaid balance be paid off. The payoff will be on the next payroll after the conclusion of the school year. The Board shall have the right to make a final payment in full on the last pay of the school year of any compensation earned by the employee on a grant program. <u>SECTION 5.</u> <u>SALARY SCHEDULE STRUCTURE</u>. For the duration of this Agreement, the structure of the salary schedule matrix (seven degree tracks--ND, ND+, BA, BA+, MA, MA+ and Ph.D., and twelve steps) and the indices of relationships across the schedule (BA, Step 1 = 1.00) will remain as established, except as modified by this Agreement.

SECTION 6. SALARY GUIDE.

A. <u>1991-92 Salary Guide</u>. Effective August 29, 1991, the base salary for 1991-92 will be improved by five and one-half (5.5%) percent (Appendix D).

Effective August 29, 1992, the base salary for 1992-93 will be increased by five and one-half (5.5%) percent (Appendix E).

Effective August 29, 1993, the base salary for 1993-94 will be increased by five and one-half (5.5%) percent (Appendix F).

<u>SECTION 7</u>. <u>SUMMER EMPLOYMENT</u>. Summer pay for professionals shall be determined as follows:

Staff members regularly employed by Ingham Intermediate School District, and working in summer positions shall be paid at their regular hourly rate not to exceed MA 5 of the salary schedule for the preceding school year.

DEFINITIONS

<u>SECTION 1</u>. <u>DEFINITIONS</u>. For the purpose of interpreting this Agreement, the following definitions apply:

<u>AFFIRMATIVE SUPPORT</u>: A specific plan designed to assist the employee in improving his/her performance to an acceptable level, which includes established content, process and time lines.

<u>ANNUAL VOCATIONAL AUTHORIZATION</u>: The teaching credential issued by the Michigan Department of Education to Vocational Instructors who do not hold vocational teaching certificates.

<u>APPROVAL</u>: An added endorsement to a special education teaching certificate authorizing the holder to teach in the area approved. There are two levels: Temporary Approval, given to those with no prior experience or sub-standard preparation in the field; and full approval, given to those who meet all required standards.

ASSIGNMENT: The specific location to which an employee is assigned.

<u>ATTRITION</u>: The loss of staff through normal causes, not associated with deliberate staff reduction program. Examples of attrition include: retirement, voluntary resignations, taking of extended leaves of absence, termination for disciplinary reasons, and death.

BOARD: The term "Board" shall include its officers and members, its administrative agents and supervisory personnel.

<u>CERTIFIED</u>: Holding the required Michigan teaching certificate.

<u>DEMOTE</u>: Shall mean to reduce compensation or to transfer to a position carrying a lower salary.

DIRECTLY RELATED:

A. Regarding initial step placement, "Directly Related" means: Professional level paid experience in the same work or similar professional work which directly contributes to the skill and expertise for the position.

- EX: Applicant for position as a school social worker would be given experience credit for counseling work with children or families in a private agency.
- EX: Applicant for teaching position as instructor in auto body would receive experience credit for paid work experience as an auto body repairman in a repair shop.

Credit is given only for paid employment in a regular position.

Work in the following areas may not be eligible for credit:

Substitute Work University Teaching Experience More Than 10 Years Old Practicum, Student Teaching Volunteer Work Work at Non-Professional Level (Teacher Aide, PT Assistant, Health Aide, etc.)

B. Regarding professional development, "Directly Related" means: Leading to acquisition of knowledge and the development of skills, methods and attitudes which pertain and apply to the work assignment of the employee.

DISCHARGE: Involuntary termination of employment.

EMERGENCY: An "Emergency" is an unforeseen happening needing an immediate solution.

<u>EMPLOYEE</u>: The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit.

<u>GRANT PROGRAM</u>: A program funded from sources other than local taxes or state funds appropriated by the legislature. Included are federally funded programs (both directly funded from the federal level and those administered from the state level) and programs funded from private sources (foundations, etc.). Typical characteristics of grant programs are that they require an application and approval for funding, and that the funding is for a limited period of time, and restricted as to purpose. <u>INSURANCE GROUP RATE</u>: Shall be the cost of insurance to the District charged to the employee on a monthly basis. For cost out purposes one (1) month equals 1/12 of a year and twenty (20) working days equals one (1) month (aka Board group rates).

INCUMBENT: The employee currently assigned to a position.

INVOLUNTARY TRANSFER: A change of job which is initiated by the Board.

<u>JOB</u>: A specific, defined and described set of tasks or duties performed by one or more employees.

JOB CATEGORY: Synonymous with job classification.

JOB CLASSIFICATION: The categories of jobs defined in Article 1, Section 1.

<u>LAYOFF</u>: Temporary and sometimes indefinite separation from work due to factors over which the employee has no control. Layoff differs from discharge in that the employee has rights to be recalled as provided herein.

<u>LICENSED</u>: Holding the appropriate license required to practice one's profession or trade. Licensure is analogous to teacher certification for many non-teaching jobs and some vocational instructor jobs.

<u>NON-GRANT PROGRAM</u>: Any program funded from local taxes or state funds appropriated by the legislature. Typically, these differ from grant programs in that they do not require prior applications or approvals (more often the funding is distributed by formula or on a cost reimbursement basis), and the assumption is that these are continuing programs, subject to funding decisions by the legislature, State Department of Education and/or the Board of Education.

<u>POSITION</u>: The tasks or duties assigned to an individual employee. An organization always has as many positions as it has employees plus vacant positions. A position differs from a job in that there may be multiple positions under a single job description. An example would be if the school district employed ten school psychologists, all performing similar duties, there would be <u>one</u> job but <u>ten</u> positions.

<u>PRE-SCHEDULED APPOINTMENT</u>: Any medical or dental appointment made prior to the day of the appointment and not for a medical emergency or sudden illness. Examples would be for periodically scheduled examinations or check-ups or, examinations or treatment related to a continuing illness or health condition. ART. 29-4

<u>PROBATIONARY EMPLOYEE</u>: An employee who is in one of the following categories:

- A. The probationary period for an employee who is employed in a tenure track position, shall be defined by the Michigan Tenure Act (P.A. 4 of 1937 as amended).
- B. The probationary period for an employee who is employed in a non tenure track position, shall be two (2) calendar years from the date of hire.

<u>QUALIFIED</u>: Meeting the standard established by the Board for a specific job. These standards must at least equal the minimum standards established by statute, state or federal administrative rules or grant requirements, but may exceed them at the Board's discretion. Qualifications may be viewed as on two levels: (1) minimum requirements, and (2) desired requirements, where these have been established over and above minimums.

<u>SENIORITY</u>: An employee's status based on length of continuous service as defined in Article 12, Section 5.

<u>TENURED</u>: Holding rights to employment as defined in the Michigan Teacher Tenure Act (PA 4 of 1937 as amended).

TRANSFER: The change of job initiated by the employee or the Board.

<u>VOLUNTARY ALTERNATIVES TO LAYOFF</u>: Include, but are not necessarily limited to, any of the following which may be appropriately offered to and selected by eligible employees: opportunities for job sharing, voluntary leaves, early retirement, and/or sabbatical leaves.

<u>VOLUNTARY TRANSFER</u>: A change of job which has been requested by either the employee or the Board and approved as provided in Article 11.

ART. 30-1

ARTICLE 30

VOLUNTARY JOB SHARING

<u>SECTION 1.</u> <u>INTRODUCTION</u>. This Article applies to professional staff members who request an opportunity to job share in situations other than as an alternative to layoff. For job sharing as an alternative to layoff see Article 11.

<u>SECTION 2.</u> <u>BASIC POLICY</u>. The Board of Education may approve employee requests to share a job for a period not to exceed one work year, as established for that specific job.

<u>SECTION 3.</u> <u>DEFINITION, CRITERIA</u>. Job sharing is a situation in which the responsibilities of one position are shared equally by two employees, both of whom are fully qualified for the position. Job sharing may be requested under the following conditions:

- A. It is available only to two staff members holding parallel positions who voluntarily agree to work together in sharing one full time position.
- B. Application will be made jointly and voluntarily.
- C. Each employee will receive 50 percent of his/her salary for the appropriate step each is on, and would share equally one full time position. Each employee would be credited with one-half step advancement on the salary schedule for the year, if appropriate.
- D. A plan is to be developed jointly and submitted for approval. The plan will include the following:
 - 1. Daily schedule showing hours for each job-sharer.
 - Description of the division of instructional responsibilities, and other duties assigned the position.
 - 3. Description of division of other responsibilities of the position including but not limited to faculty meetings, conferences and contracts, conferences, in-service, evening activities, committee work.
 - 4. A description of the communication system with parents, informing them about the plan and enlisting their support.

- 5. A description of how the job-sharing arrangement would be introduced to the students.
- 6. Identification of which teacher/employee would retain the classroom/position in the event job-sharing is not repeated the following year, this would be the senior employee unless IIPSA agrees otherwise. If both are equal in seniority, then the job sharers must agree upon who will retain the position or draw lots for it.
- E. Provisions of Job Sharing
 - 1. Prorated employee benefits will be provided to each employee on an approved job sharing plan. The employee will pay the balance of any insurance benefits selected by payroll deduction.
 - 2. Job sharing requests (form) and plans will be submitted for review and recommendation by Building Principal or Immediate Supervisor, Division head and Assistant Superintendent for Human Resources and Superintendent and Board of Education, in that order.
 - 3. The job sharing plan will be approved for one year only. Teachers would be re-assigned to a full assignment at the beginning of the next school year.
 - 4. In the event of layoff, the terms of this Agreement shall apply.
 - 5. Employees on an approved job sharing plan will be considered on voluntary unpaid leave of absence for the portion of their time when they are not scheduled to work. At the conclusion of the job sharing, the employee who does not retain the position will agree to go on a voluntary unpaid leave of absence until a vacancy occurs for which she/he is qualified. It is understood that the employee on leave will be re-employed only if there are no other persons on layoff or with prior future claims who are eligible for the same vacancy.
 - 6. Employees on an approved job sharing plan will be considered part-time employees, and will receive credit toward step advancement as provided in Article 28, Section 2, of the 1991-94 IIPSA Master Agreement.

<u>SECTION 4.</u> <u>LIMITATION</u>. Not more than four pairs of employees will be approved to job share at the same time. The four pairs shall be made up of two from Special Education, one from Vocational Education, and one other. If all four positions are not being utilized, these may be substitutions within program areas. The Assistant Superintendent for Human Resources will inform the Board of the number of applicants in total and from each program.

<u>SECTION 5.</u> <u>PRIORITIES</u>. Should more employees apply for job sharing than can be accommodated under the limitation in Section 4 above, the Superintendent will consider applicants according to the following priority guidelines.

Employees who wish to job share for:

- 1. Respite from full-time work responsibilities.
- 2. Child care.
- 3. Job-related training or work experience in their off time.
- 4. Other reasons (specify).

<u>SECTION 6.</u> <u>DURATION</u>. This article is in effect for the 1991-92 fiscal year only. It, and any leaves under it, will terminate not later than June 30, 1992. This provision may be extended as outlined in Board policy. APPENDIX A

INGHAM INTERNMEDIATE SCHOOL DISTRICT CALENDAR* 1991-92

September	(1) (2)						
	(2)		3	4	5	6	2 Labor Day
	(-)	9	10	11	12	13	3 Teacher Orientation
	(3)	16	17	18	19	20	
	(4)	23	24	25	26	27	
October	(5)	30	1	2	3	4	
	(6)	7	8	9	10	11	
	(7)	14	15	16	17	18	14 In-Service
	(8)	21	22	23	24	25	
November	(9)	28	29	30	31	1	
	(10)	4	5	6	7	8	
	(11)	11	12	13	14	15	
	(12)	18	19	20	21	22	
	(13)	25	26	27			28-29 Thanksgiving Recess
December	(14)	2	3	4	5	6	
	(15)	9	10	11	12	13	
	(16)	16	17	18	19	20	23-3 Winter Recess
January	(17)	6	7	8	9	10	6 School Resumes
Test 1.00 (1997) Testerology	(18)	13	14	15	16	17	
	(19)	20	21	22	23	24	
	(20)	27	28	29	30	31	
February	(21)	3	4	5	6	7	
	(22)	10	11	12	13	14	
	(23)		18	19	20	21	17 President's Day
	(24)	24	25	26	27	28	
March	(25)	2	3	4	5	6	
	(26)	9	10	11	12	13	
	(27)	16	17	18	19	20	
	(28)	23	24	25	26	27	
April	(29)	30	31	1	2	3	6-10 Spring Recess
1	(30)	13	14	15	16	17	17 1/2 Day Students A.M.
	(31)	20	21	22	23	24	
May	(32)	27	28	29	30	1	
	(33)	4	5	6	7	8	
	(34)	11	12	13	14	15	
	(35)	18	19	20	21	22	
	(36)	10	26	27	28	29	25 Memorial Day
June	(37)	1	20	3	4	5	25 Memorial Day
	(38)	8	9	10	11	12	11 Last Day - Students12 Records Day

* Each program will provide its staff with a calendar reflecting the planning, record and preparation days as outlined in Article 15, Section 4 of the C.B.A. on or about the 1st day of the new school year. Itinerants will work with their immediate supervisor to develop their own individual calendar which meets the needs of the constituents they serve and follows the dictates of the Master Agreement

APPENDIX B

INGHAM INTERNMEDIATE SCHOOL DISTRICT CALENDAR* 1992-93

MONTH	WEEK	М	TU	w	TH	F	NOTES
September	(1)			2	3	4	2 Teacher Orientation
	(2)		8	9	10	11	7 Labor Day
	(3)	14	15	16	17	18	
	(4)	21	22	23	24	25	
October	(5)	28	29	30	1	2	
	(6)	5	6	7	8	9	5 In-Service
	(7)	12	13	14	15	16	
	(8)	19	20	21	22	23	
	(9)	26	27	28	29	30	
November	(10)	2	3	4	5	6	
	(11)	9	10	11	12	13	
	(12)	16	17	18	19	20	
	(13)	23	24	25			26-27 Thanksgiving Recess
December	(14)	30	1	2	3	4	
	(15)	7	8	9	10	11	
	(16)	14	15	16	17	18	21-1 Winter Recess
January	(17)	4	5	6	7	8	4 School Resumes
	(18)	11	12	13	14	15	
	(19)	18	19	20	21	22	
	(20)	25	26	27	28	29	
February	(21)	1	2	3	4	5	
	(22)	8	9	10	11	12	
	(23)		16	17	18	19	15 President's Day
	(24)	22	23	24	25	26	
March	(25)	1	2	3	4	5	
	(26)	8	9	10	11	12	
	(27)	15	16	17	18	19	
	(28)	22	23	24	25	26	
April	(29)	29	30	31	1	2	5-9 Spring Recess
•	(30)	12	13	14	15	16	
	(31)	19	20	21	22	23	
	(32)	26	27	28	29	30	
May	(33)	3	4	5	6	7	
	(34)	10	11	12	13	14	
	(35)	17	18	19	20	21	
	(36)		25	26	27	28	24 Memorial Day
June	(37)	31	1	2	3	4	2 · Monoria Day
	(38)	7	8	9	10	11	10 Last Day - Students
							11 Records Day

Each program will provide its staff with a calendar reflecting the planning, record and preparation days as outlined in Article 15, Section 4 of the C.B.A. on or about the 1st day of the new school year. Itinerants will work with their immediate supervisor to develop their own individual calendar which meets the needs of the constituents they serve and follows the dictates of the Master Agreement

APPENDIX C

INGHAM INTERNMEDIATE SCHOOL DISTRICT CALENDAR* 1993-94

MONTH	WEEK	Μ	TU	W	TH	F	NOTES
August/September	(1)	30	31	1	2	3	30 Teacher Orientation
	(2)		7	8	9	10	6 Labor Day
	(3)	13	14	15	16	17	
	(4)	20	21	22	23	24	
October	(5)	27	28	29	30	1	
	(6)		5	6	7	8	4 In-Service
	(7)	11	12	13	14	15	
	(8)	18	19	20	21	22	
	(9)	25	26	27	28	29	
November	(10)	1	2	3	4	5	
	(11)	8	9	10	11	12	
	(12)	15	16	17	18	19	
	(13)	22	23	24			25-26 Thanksgiving Recess
December	(14)	29	30	1	2	3	
	(15)	6	7	8	9	10	
	(16)	13	14	15	16	17	20-31 Winter Recess
January	(17)		4	5	6	7	3 School Resumes
	(18)	10	11	12	13	14	
	(19)	17	18	19	20	21	
	(20)	24	25	26	27	28	
February	(21)	31	1	2	3	4	
	(22)	7	8	9	10	11	
	(23)	14	15	16	17	18	
	(24)		22	23	24	25	21 President's Day
March	(25)	28	1	2	3	4	
	(26)	7	8	9	10	11	
	(27)	14	15	16	17	18	
	(28)	21	22	23	24	25	
April	(29)	28	29	30	31		1 1/2 Day Students A.M.
	(30)	11	12	13	14	15	2-10 Spring Recess
	(31)	18	19	20	21	22	
	(32)	25	26	27	28	29	
May	(33)	2	3	4	5	6	
500-5404 -	(34)	9	10	11	12	13	
	(35)	16	17	18	19	20	
	(36)	23	24	25	26	27	
June	(37)		31	1	2	3	30 Memorial Day
	(38)	6	7	8	9	10	9 Last Day - Students 10 Records Day

* Each program will provide its staff with a calendar reflecting the planning, record and preparation days as outlined in Article 15, Section 4 of the C.B.A. on or about the 1st day of the new school year. Itinerants will work with their immediate supervisor to develop their own individual calendar which meets the needs of the constituents they serve and follows the dictates of the Master Agreement

INGHAM INTERMEDIATE SCHOOL DISTRICT IIPSA Salary Schedule . 1991 - 1992

Step	XD	ND+	8A	BA+	XA	KA+	PhD
1		\$23,526	\$24,505			\$28,427	\$30.387
	0.92	0.96	1.00	1.04	1.08	1.15	1.24
	\$121.87			\$137.75	\$143.05	\$153.66	\$164.25
	\$17.41	\$18.17	\$18.92	\$19.68	\$20.44	\$21.95	\$23.47
2	\$23,526	\$24,505	\$25,485	\$26,466	\$27,447	\$29.407	\$31.368
	0.96	1					
	\$127.17	\$132.46	\$137.76	\$143.06	1.12 \$148.36	\$158.96	\$169.56
	\$12.17	\$18.92	\$19.68	\$20.44	\$21.19		\$24.22
3	\$25,241	\$26,221	\$27,202	\$28, 182	\$29,162	\$31,123	\$33.083
	1.03	1.07	1.11	1.15	1.19	1.27	
	\$136.44	\$141.74		\$152.33		\$168.23	
	\$19.49	\$20.25	\$21.01	\$21.76		\$24.03	
4	\$25,957	\$27,937	\$28,917	\$29.897	\$30,878	\$32.838	\$34,799
	1.1	1.14	1.18	1.22	1.26	1.34	1.42
	\$145.71	\$151.01	1.18 \$156.31	\$161.61	\$156.91	\$177.50	\$188.10
	\$20.82	\$21.57	\$22.33	\$23.09	\$23.84	\$25.36	\$25.87
5	\$28,672	\$29,652	\$30,633	\$31.613	\$32,593	\$34, 553	\$36.514
	1.17	1.21	1.25	1.29	1.33	1.41	1.49
			\$165.58	\$170.88	\$176.18	\$185.78	\$197.37
	\$22.14						\$28.20
5	\$30,387	\$31,368	\$32,348	\$33,328	\$34,308	\$36,269	\$38, 229
	1.24	1.28	1.32	1.36	1.4	1.48	1.56
		\$169.56		\$180.15			\$206.65
	\$23.47	\$24.22	\$24.98	\$25.74	\$26.49	\$28.01	\$29.52
1	\$32,103	\$33,083	\$34,063	\$35.044	\$36,024	\$37,984	\$39,945
	1.31	1 35	1 10	1 12	1 47	1 55	1 61
	\$173.53	\$178.83	\$184.13	\$189.42	\$194.72	\$205.32	\$215.92
	\$24.79	\$25.55				\$29.33	
2	\$33,818	\$34,799	\$35.779	\$36.759	\$37.739	\$39,700	\$41,660
	1.38	1.42	1.46	1.5	1.54	1.62	1.7
	\$182.80	\$188.10	\$193.40	\$198.70	\$204.00	\$214.59	
	\$25.11	\$25.87	\$27.63	\$28.39	\$29.14	\$30.66	\$32.17
9	135,534	\$35,514	\$37,494	\$38,474	\$39,455	\$41,415	\$43,376
	1.45	1.49	1.53	1.57	1.61	1.69	1.11
	\$192.0?	\$197.37	\$202.67 \$28.95	\$207.97	\$213.27	\$223.87	\$234.46
	\$27.44	\$28.20	\$28.95	\$29.71	\$30.47	\$31.98	\$33.49
10	\$37,249	\$33.229	\$39,210	\$40,190	\$41,170	\$43,131	\$45.091
	1.52	1.56	1.6	1.64	1.68	1.76	1.84
			\$211.94			\$233.14	\$243.74
	\$28.75	\$29.52	\$30.28	\$31.03	\$31.79	\$33.31	\$34.82
11	\$38.965	\$39,945	\$40,925	\$41,905	\$42,886		\$45,806
	1.59	1.53				1.83	1.91
	\$210.62		\$221.22	\$226.51	\$231.81	\$242.41	\$253.01
	\$30.09	\$30.85	\$31.60	\$32.36	\$33.12	\$34.63	\$35.14
12	\$41.660	\$42,640	\$44,356	\$45,336	\$46,315	\$48,277	\$50,237
	1.7	1.74	1.81	1.85	1.89	1.97	2.05
	\$225.19	\$230.49	\$239.76	\$245.06	\$250.36		
	\$32.17	\$32.93	\$34.25	\$35.01	\$35.77	\$37.28	\$38.79

INGHAM INTERMEDIATE SCHOOL DISTRICT IIPSA Salary Scheoule 1992 - 1993

Step	NG	ND+	BA	BA+	KA.	NA+	PhD	
2	\$23,786	\$24,820	\$25,854	\$26,388	\$27,922	\$29,991	\$32,059	
	ū.92	0.96	1.00	1.04	1.08	1.16	1.24	
	\$128.57	\$134.16	\$139.75	\$145.34	\$150.93	\$162.11	\$173.29	
	\$18.37	\$19.17	\$19.96	\$20.75	\$21.55	\$23.16	\$24.76	
2	\$24,820	\$25,854	\$26.888	\$27,922	\$28,956	\$31,025	\$33,093	
	0,96	1	1.04	1.08	1.12	1.2	1.28	
		\$139.75	\$145.34	\$150.93	\$156.52	\$167.70	\$178.88	
	\$19.17	\$19.95	\$20.75	\$21.56	\$22.36	\$23.96	\$25.55	
3	\$26,630	\$27,664	\$28,598	\$29,732	\$30,765	\$32,835	\$34,903	
	1.03	1.07	1.11	1.15	1.19	1.27	1.35	
	\$143.94	\$149.53	\$155.12	\$160.71	\$166.30	\$177.48	\$188.66	
	\$20.56	\$21.35	\$22.15	\$22.96	\$23.76	\$25.35	\$26.95	
4	\$28,439	\$29,474	\$30,508	\$31,542	\$32,576	\$34,644	\$36,713	
	1.1	1,14	1.18	1.22	1.26	1.34	1.42	
		\$159.32			\$175.09	\$187.27	\$198.45	
	\$21.96	\$22.75	\$23.56	\$24.35	\$25.16	\$26.75	\$28.35	
5	\$30,249	\$31,283	\$32,318	\$33,352	\$34,386	\$36,454	\$38.522	
	1.17	1.21	1.25	1.29	1.33	1.41	1.49	
				\$180.28	\$185.87	\$197.05	\$208.23	
	\$23.36	\$24.16	\$24.95	\$25.75	\$25.55	\$28.15	\$29.75	
6			\$34,127	\$35,161	\$36,196	\$38,254	\$40,332	
	1.24	1.28	1.32	1.36	1.4	1.48	1.56	
		\$172.28	\$184.47	\$190.06	\$195.65	\$205.83	\$218.01	
	\$24.76	\$25.55	\$26.35	\$27.15	\$27.95	\$29.55	\$31.14	
1	\$33,869	\$34,903	\$35,937	\$36,971	\$38,005	\$40,074	\$42,142	
	1.31	1.35	1.39	1.43	1.47	1.55	1.63	
	\$183.07	\$122.55	\$194.25	\$199.84	\$205.43	\$216.61	\$227.79	
	\$25.15	\$25.95	\$27.75	\$28.55	\$29.35	\$30.94	\$32.54	
3	\$35.679	\$36,713	\$37,147	\$38,781	\$39,815	\$41,383	\$43,952	
	1.38	1.42	1.45	1.5	1.54	1.52	1.7	
			\$204.04	\$209.63	\$215.22	\$225.40	\$237.58	
	\$27.55	\$28.35	\$29.15	\$29.95	\$30.75	\$32.34	\$33.94	
3	\$37,488	\$38,522	\$39,557	\$40,591	\$41,625	\$43,693	\$45,762	
	1.45	1.49	1.53	1.57	1.61	1.69	1.77	
		\$208.23			\$225.00			
	\$28.95	\$29.75	\$30.55	\$31.34	\$32.14	\$33.74	\$35.34	
10	\$39,298	\$40,332	\$41,366	\$42,401	\$43,435	\$45,503	\$47,571	
	1.52	1.56	1.6	1.64	1.68	1.76	1.84	
	\$212.42	\$218.01		\$229.19		\$245.96		
	\$30.35	\$31.14	\$31.94	\$32.74	\$33.54	\$35.14	\$36.73	
;1	\$41,108	\$42.142	\$43,176	\$44,210		\$47,313		
	1.59	1.63	1.57	1.71	1.75	1.83	1.91	
		\$227.79			\$244.56		\$266.93	
	\$31.74	\$32.54	\$33.34	\$34.14	\$34.94	\$36.53	\$38.13	
:2		\$44.985	\$46.798		\$48.864		\$53,001	
	1.1	1.74	1.81	1.85	1.89	1.97	2.05	
	\$237.58	\$243.17			\$264.13	\$275.31	\$286.49	
	\$33.94	\$34.74	\$36.14	\$35.93	\$37.73	\$39.33	\$40.93	

INGHAM INTERMEDIATE SCHOOL DISTRICT IIPSA Salary Schedule 1993 - 1994

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Step	ND	NO+	8A	84+	¥A.	NA+	PhD
1	\$25,094	\$26,185	\$27,276	\$28,367	\$29,458	\$31,640	\$33,822
	0.92	0.96	1.00	1.04	1.08	1.16	1.24
	\$135.64	\$141.54	\$147.44	\$153.34	\$159.23	\$171.03	\$182.82
	\$19.38	\$20.22	\$21.06	\$21.91	\$22.75	\$24.43	\$25.12
2	\$26,185	\$27,276	\$28.367	\$29.458	\$30,549	\$32.731	\$34,913
	0.96	1	1 04	1 00	1 12	1.1	1.28
	\$141.54	\$147.44	\$153.34	\$159.23	\$165.13	\$176.93	\$188.72
	\$20.22	\$21.06	\$21.91	\$22.75	\$23.59	\$25.28	\$26.96
3	\$28,094	\$29,185	\$30 276	\$31 367	\$32,458	\$34 641	\$35,823
•	1.03	1.07	1.11	1.15	1.19	1.27	1.35
				\$169.55	\$175.45		\$199.04
	\$21.59	\$22.54	\$23.38			\$25.75	\$28.43
4	\$30.004	+11 005	*22 196	+11 177	*24.250	*** ***	*** ***
•	\$30.004		1 10		\$34,368	- U.S.C	\$38,732
	\$162.18	1.14 \$168.08	1.18 \$173.98	1.22 \$179.87	1.26 \$185.77	1.34	1.42
	\$23.17	\$100.00	\$1/3.98	\$1/9.8/	\$185.11 \$26.54	\$191.51	\$209.36
	\$23.11	\$24.01	\$24.85	\$25.70	\$20.54	\$28.22	\$29.91
5	\$31,913	\$33,004	\$34,095	\$35,186	\$36,277	\$38,459	\$40,641
	1.17	1.21	1.25	1.29	1.33	1,41	1.49
	\$172.50		\$184.30	\$190.19	\$195.09	\$207.89	\$219.68
	\$24.64	\$25.49	\$25.33	\$27.17	\$28.01	\$29.70	\$31.38
6	\$33,822	\$34,913	\$36,004	\$37,095	\$38,186	\$40,368	\$42,551
	1.24	1.28	1.32	1.36	1.4	1.48	1.56
	\$182.82	\$188.72	\$194.62	\$200.52	\$205.41	\$218.21	\$230.00
	\$26.12	\$26.96	\$27.80	\$28.65	\$29.49	\$31.17	\$32.86
Ţ	\$35.732	\$36,823	\$37,914	\$39,005	\$40,095	\$42,278	\$44,460
	1.31	1.35	1 30	1 43	1 47	1 55	1.63
		\$139.04	\$204.94	\$210.84	\$216.73	\$228.53	\$240.32
			\$29.28	\$30.12	\$30.96	\$32.65	\$34.33
5	\$37,641	\$32,732	\$30 203	\$40 914	\$42,005	\$44.187	\$45.369
	1.38	1.42	1.46		1.54	1.62	1.7
		\$209.36					\$250.64
	\$29.07	\$29.91	\$30.75	\$31.59	\$32.44	\$34.12	\$35.81
9	\$39,550	\$40.641	\$41,732	\$42,823	\$43,914	\$46,096	\$48,279
	1.45	1.49	1.53	1.57	1.61	1.69	1.77
	\$213.78		\$225.58			\$249.17	\$260.96
	\$30.54	\$31.38	\$32.23	\$33.07	\$33.91	\$35.60	\$37.28
10			\$43,642			\$48,006	\$50,188
	1.52	1.56	1.6	1.64	1.68	1.76	1.84
		\$230.00			\$247.70		
	\$32.02	\$32.86	\$33.70	\$34.54	\$35.39	\$37.07	\$38.75
11	\$43.369				\$47,733		\$52,097
	1.59	1.63	1.67		1.75	1.83	1.91
	\$234.43				\$258.02		
	\$33.49	\$34.33	\$35.17	\$35.02	\$36.85	\$38.54	\$40.23
:2	\$46,369	\$47,460	\$49,370	\$50,461	\$51,552	\$53,734	\$55,916
	1.7	1.74	1.81	1.85	1.89	1.97	2.05
	\$250.54	\$256.54			\$278.66		\$302.25
	\$35.81	\$36.65	\$38.12	\$38.97	\$39.81	\$41.49	\$43.18



