

6/30/94

A G R E E M E N T

BETWEEN

**MIDLAND COUNTY INTERMEDIATE
SCHOOL DISTRICT**

AND THE

**MIDLAND INTERMEDIATE FEDERATION
OF PARAPROFESSIONALS (MFT/AFT)**

1991 - 1994

Midland County Intermediate School District

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TABLE OF CONTENTS

		<u>PAGE</u>
Article 1	Preamble	1
Article 2	Recognition	1
Article 3	Definitions	1
Article 4	Board Rights	2
Article 5	No Strike Clause	3
Article 6	Fair Practices	4
Article 7	Scheduling and Hours of Work	4
Article 8	Calendar	5
	1. Work Year	5
	2. Snow Days/Act of God Days	5
Article 9	Union Membership Dues or Agency Shop Service Fee	6
Article 10	Payroll Deductions	8
Article 11	Grievance Procedure	8
Article 12	Evaluation of Employees	12
Article 13	Personnel Records	12
	3.A. Evaluation Section	13
	3.B. Qualifications Section	13
	3.C. Employment Section	13
	3.D. Miscellaneous Section	13
	7. Tuberculosis Examination	14
Article 14	Seniority and Date of Hire	15
Article 15	Vacancies and Transfers	16
Article 16	Layoff and Recall Procedure	18
Article 17	Leave Days	19
	1. Sick Days	19
	2. Family Illness Absences	20
	3. Bereavement Leave	20
	4. Jury Duty	21
	5. Emergency Absence	21
Article 18	Unpaid Leaves of Absence	21
	4. Extended Sick Leave	22
Article 19	Discipline and Professional Behavior of Employees	23

TABLE OF CONTENTS (continued)

		<u>PAGE</u>
Article 20	Employee Benefits	23
	1. Insurance Carrier and Servicing Agent	23
	2. Duplicate Coverage	24
	3. Board of Education Responsibility	24
	4. Employee Participation	24
	5. Employee Eligibility	25
	6. Employee Responsibility	25
	7. Effective Date of Coverage	25
	8. Premium Payment	26
Article 21	Other Compensation	27
	1. Tuition Reimbursement	27
	2. Mileage	27
	3. Conference Expenses	27
	4. Certification	28
Article 22	Review Committee	28
Article 23	Severability	29
Article 24	Entire Agreement	29
Article 25	Reproduction of Agreement	29
Article 26	Duration	30
Schedule A	Wages	31

ARTICLE 1. PREAMBLE

Agreement made effective upon ratification by and between the Midland County Intermediate School District, hereinafter called "the Board" and the Midland Intermediate Federation of Paraprofessionals, affiliated with the Michigan Federation of Teachers and the American Federation of Teachers, AFL-CIO, hereinafter called "the Union."

ARTICLE 2. RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement.

Unit Defined: All full-time and regular part-time PARA-PROFESSIONALS, O.T. and P.T. ASSISTANTS and HEARING IMPAIRED ASSISTANTS.

Excluded: Administrative, supervisory, and confidential employees, substitutes and all others.

ARTICLE 3. DEFINITIONS

1. Wherever the term "employee" is used it is to include all members of the unit defined above.
2. Wherever the term "Board" is used it will include its agents and officers.
3. Wherever the singular "employee" is used it is to include the plural.
4. Wherever "day" is used it is intended as a regularly scheduled workday.

5. Wherever "hour" is used it is intended as a clockhour.
6. A "185 day employee" shall be an employee who normally works from 180 to 215 days.
7. A "230 day employee" shall be an employee who normally works more than 215 days.

ARTICLE 4. BOARD RIGHTS

The Board retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. The Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the Board which shall be exercised exclusively by the Board shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods and standards of operation, including the institution of new and/or improved methods or changes therein. Employee recommendations in these areas are encouraged.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions pertinent to the employees' duties.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 5. NO STRIKE CLAUSE

A. The Union and Board recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. Therefore, for the life of this Agreement, the Union agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure

or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action up to and including discharge as deemed necessary by the Board.

- B. The District agrees it will not lock out employees during the term of this Agreement. This provision shall not be construed to prohibit the District from rescheduling employees due to a strike by another labor group or by the Union and/or certain of its members in violation of Section A.

ARTICLE 6. FAIR PRACTICES

1. The Union agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, age, handicap, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee's organization.
2. All policies and practices shall be fairly applied to all employees in the bargaining unit except where specifically directed otherwise by this Agreement.

ARTICLE 7. SCHEDULING AND HOURS OF WORK

1. The Board and the Union recognize that rigid scheduling is not always in the best interests of the Intermediate School District or the students.
2. Employees regularly scheduled to work six (6) hours or more per day shall be entitled to two (2), fifteen (15) minute breaks per day. Employees scheduled to work at least three (3) hours but less than six (6) hours per day shall be entitled to one (1), fifteen (15) minute break per day.

3. Para-professional employees in classroom programs where feeding lunch is a part of the instructional program will be provided a thirty (30) minute paid time period to eat lunch and shall remain on duty during that time. Other para-professionals shall be provided an unpaid thirty (30) minute duty-free time period to eat lunch. Employees in the Assistant classification(s) will receive a one (1) hour unpaid duty-free lunch period.
4. Lunch and break schedules will be established by administration. The Union may make recommendations to the administration regarding the scheduling of break times.

ARTICLE 8. CALENDAR

1. Work Year

The school calendar shall not exceed 185/230 employee workdays. A maximum of three (3) days may be scheduled in excess of 185/230. Present or future programs which are not 185/230 day programs may be established by the Board.

2. The District reserves the right to schedule inservice activities. The Union may submit a written plan to the District outlining proposed inservice activities. The proposed plan will contain a statement of goals and objectives, a proposed agenda, recommended speakers and suggested time frame. Upon request of the Union, representatives of the District will meet to discuss the proposed plan.

3. Snow Days/Act of God Days

Employees shall not be required to report to work on these days. The school district shall have the right in accordance with state law to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of instruction.

Employees will be required to work any rescheduled days and shall be paid for such days in the payroll period during which they are worked.

In the event school is cancelled after the start of an employee's workday due to inclement weather or conditions not within the control of the District, employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction and will not be rescheduled.

ARTICLE 9. UNION MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEES

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this Agreement (as to present employees), or within sixty (60) days of their date of hire (as to future employees), become members, or in the alternative, shall as a continuing condition of employment, pay to the Union each month a service fee in an amount not to exceed the maximum allowable under the law.
2. The Board upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition shall begin payroll deduction of the specified service fee.
3. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
4. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).

5. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or Agency Shop service fees. Checked off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore shall be forwarded to the Union office no later than thirty (30) days after such deductions were made. Employees who have not authorized check off of Union dues or Agency Shop service fees may pay such dues or fees semi-annually, in advance, directly to the Union, not later than thirty (30) days after the employee's first workday each semester.
6. The Board shall inform all present employees within thirty (30) days of the opening of the school year, and future employees and employees returning from leave within thirty (30) days of hire or return, of their obligations under this section; provided that the failure of the Board to so inform shall not be a defense to any employee who has failed to comply with the provisions of this section. The Board shall continue to notify the Union of all new hires, and returns from absence or leave, and separations.
7. The Union shall certify to the Board at the beginning of each school year the membership of the Union subject to deduction of membership dues and the amount of the monthly Union dues to be deducted. The Union shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted, which amount shall be directly attributable to the costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Union. These amounts so certified and deducted shall be forwarded to the Union.
8. The Union agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits,

damages, awards, judgments or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

ARTICLE 10. PAYROLL DEDUCTIONS

In addition to required payroll deductions the Board's financial officer shall deduct from the employee's pay, and forward to the appropriate party, amounts designated by the employee for:

- A. Credit Union
- B. Tax Sheltered Annuities
- C. Insurance Options
- D. Union Dues
- E. United Way

ARTICLE 11. GRIEVANCE PROCEDURE

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a. The termination of services of, or failure to re-employ, any probationary employee;

- b. Any matter involving employee evaluation; except adherence to the procedure;
 - c. Any matter for which an employee seeks formal recourse outside of the grievance procedure (i.e., EEOC).
2. The time limits contained herein shall be strictly observed, but may be extended by written mutual agreement between the Board and the Union. A grievance not processed within the time limits of the Grievance Procedure shall become null and void and shall not be processed as a grievance.

If Administration fails to respond at any Step within the prescribed time limits, the Union may proceed directly to the next step of the Grievance Procedure.

3. A claim by an employee, or the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

In the event an employee believes there is a basis for a grievance, he/she has no later than five (5) working days to discuss the alleged grievance personally with his/her immediate supervisor.

Step 1

If, as a result of the informal discussion with the supervisor, the alleged grievance still exists, he/she may invoke the formal grievance procedure on the form set forth as Appendix A signed by the grievant and/or a representative of the Union, which form shall be available from the Union representative in each building. A copy of the grievance form shall be delivered to the supervisor within five (5) working days after oral discussion. If the grievance involves more than one (1) work site, it may be filed with the Superintendent or a representative designated by him.

Step II

Within ten (10) working days of receipt of the grievance, the supervisor shall meet with the employee and/or Union representative in an effort to resolve the

grievance. The supervisor shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

Step III

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent. Within ten (10) working days the Superintendent, or his/her designee, shall meet with the grievant and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

Step IV

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or his designee, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary, or other designee of the Board. The Board, no later than its next regular meeting, or ten (10) working days whichever shall be later, will hold a hearing on the grievance, or review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the grievant and the Federation's grievance representative.

Step V

If the grievance is not settled at Step IV, the Union may refer the matter to arbitration within thirty (30) calendar days from the date of the Board's written decision at Step IV. An arbitrator will be selected in accordance with the rules and procedures of the American Arbitration Association.

The arbitrator's authority is limited to the following:

1. The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications or interpretations of such express provisions.

2. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Employer's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.
3. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer, where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
4. The arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Union and the employee or employees involved.
5. The arbitrator's fees and expenses shall be borne by the losing party. The expense and compensation for attendance of any employee, witness or participant in the arbitration, shall be paid by the party calling such employee, witness, or requesting such participation. If arbitration takes place during school hours, only those directly involved or anticipated to testify shall be granted released time at any one time. In event the arbitrator does not grant/deny the grievance in whole, the arbitrator shall assess to each party a percentage of the cost of the arbitrator, consistent to the extent to which each party prevailed.

The filing of the grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

No decision on or adjustment of a grievance shall be contrary to any provisions of this Agreement.

ARTICLE 12. EVALUATION OF EMPLOYEES

1. The evaluation of the performance of each employee in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of employees shall be conducted openly.
2. Evaluations shall only be conducted by a Director, Supervising Teacher, or other qualified administrator as designated by the Board of Education. Each written review of the employee's job performance shall be based on at least fifteen (15) accumulated minutes of classroom observation, or other appropriate observation.
3. The performance of all employees shall be evaluated in writing as follows:
 - A. Probationary employees shall be evaluated in writing at least once. A personal meeting will be held within ten (10) school days thereafter to review the job performance of the probationary employee.
 - B. Nonprobationary employees shall be evaluated in writing at least once each year, prior to the end of the school year. A personal meeting will be held with each employee within ten (10) school days thereafter to review his job performance.
4. In the event that the employee feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file.
5. Each employee shall have the right upon request to review the contents of his evaluation file. A representative of the Union may, at the employee's request, accompany the employee in this review.

ARTICLE 13. PERSONNEL RECORDS

1. The Midland County Intermediate School District shall maintain a personnel file in the office of the Superintendent, or his designee, for each person it employs.

2. The Superintendent or his designee shall be the records manager for the personnel records of the district and shall have the overall responsibility for:
 - A. Maintaining and preserving the confidentiality of the personnel files, and
 - B. Granting or denying access to records on the basis of this policy.

3. The personnel file shall contain the following sections:
 - A. Evaluation Section: The evaluation section shall include all complaints, commendations, written suggestions for corrections and improvements, and evaluation reports made by supervisors at all levels.
 - (1) No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:
 - (a) The comment is signed and dated by the person making the complaint, commendation, suggestion, or evaluation; and
 - (b) The immediate supervisor of the person has notified the employee that the comment is available in the office of the Superintendent for inspection prior to its placement in the employee's evaluation section.
 - (2) The employee may offer a denial or explanation of the complaint, commendation, suggestion, or evaluation, and any such denial or explanation shall become a part of the employee's evaluation section.
 - B. Qualifications Section: The qualification section shall include certificates, licenses, health certificates, standard test scores, academic records, pre-employment information and references, and application forms.
 - C. Employment Section: The employment section may include data related to retirement, contracts, payroll, worker's compensation, insurance, and/or post-employment.
 - D. Miscellaneous Section: The miscellaneous section may include data related to the employee not otherwise listed in above sections.

4. Access to the employee's personnel file may be given to the following persons without consent of the employee.

- A. The Superintendent, or his designee,
 - B. Director of Human Resources,
 - C. The immediate supervisor of the employee,
 - D. Contents of the personnel file will be released when subpoenaed or under court order, however, the employee will be notified of this action before the material is released. In addition, contents of an employee's personnel file may be used by the employer as exhibits/evidence in administrative, arbitration and court proceedings involving the employee.
5. Access to the employee's personnel file may be given with the consent of the employee:
- A. The written consent must specify the records to be released and to whom they are to be released.
 - B. Each request for consent must be handled separately; blanket permission for release of information shall not be accepted.
6. The employee shall have access to the personnel file of the employee at all reasonable times, i.e. during the hours that the office of the Superintendent is open.
- A. The right to access includes the right to make written objections to any information contained in the file.
 - B. Any written objection must be signed by the employee, and dated, and it shall become a part of the personnel file of the employee.
7. Tuberculosis Examination:
- Each staff member of the Midland County Intermediate School District shall file with the Superintendent proof of freedom from communicable tuberculosis at the beginning of each school year or as required by the State Board of Education.
- A. The statement of freedom from communicable tuberculosis shall be filed with the Superintendent within fourteen (14) days after the first day of regular school sessions of each school year.

- B. Such statement of freedom from communicable tuberculosis shall become a part of the employee's personnel file and shall be available for examination by public Health Department personnel.
- C. The employee shall obtain the tuberculosis test from the health clinic designated by the Board, or the Midland County Health Department. Any cost incurred for the test shall be borne by the Board.

ARTICLE 14. SENIORITY AND DATE OF HIRE

- 1. Seniority shall be defined as the length of continuous service to the Midland County Intermediate School District from the employee's last date of hire. Seniority shall accrue and shall be applied within the following classifications.
 - A. PARAPROFESSIONALS
 - B. O.T. ASSISTANTS
 - C. P.T. ASSISTANTS
 - D. HEARING IMPAIRED ASSISTANTS
- 2. All newly hired employees shall serve a ninety (90) work day probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee. In the event a probationary employee is absent, the probationary period shall be extended accordingly. Seniority for employees who have the same first work day shall be determined by the last four digits of the employee's social security number, with the higher social security number having priority over the lower number.
- 3. Probationary employees shall not be entitled to insurance benefits or leave days. After completion of the probationary period, the employee shall be granted those sick leave days that otherwise would have accrued, but without retroactive pay application.

4. Seniority shall continue to accumulate when bargaining unit members are on a leave provided for in this agreement for purposes of layoff and recall.
5. Seniority shall not continue to accumulate for those employees on layoff. Seniority will be frozen at time of layoff and will commence accumulation upon recall.
6. By October 1 of each school year the administration shall prepare, post, and deliver to the Union president a seniority list with name, service (listed in years and months), and date of hire of each employee in a position within the bargaining unit.
7. The Union shall have thirty (30) days to challenge the seniority list.
8. An employee shall be terminated and lose seniority rights if he/she:
 - A. Quits
 - B. Is discharged
 - C. Is laid off for a period of two (2) years or the employee's seniority at the time of layoff, whichever is less.
 - D. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
 - E. Fails to return from an authorized leave of absence or sick leave at the designated time unless the designated time has been mutually extended in writing by the Union and District.
 - F. Is removed from the bargaining unit.

ARTICLE 15. VACANCIES AND TRANSFERS

1. The District shall post vacancies within the bargaining unit at the central office and in each building, and with written notice to the Local Union President. Interested personnel shall apply in writing within ten (10) working days from the published date of the vacancy notice.

2. The most highly qualified applicant for a particular vacancy will be selected by the District, however, when in the determination of the District qualifications are equal, the most senior applicant will be granted the position. In determining what constitutes "most highly qualified", the district shall consider the following factors: experience, ability, professional background and attainments, past performance, employment and personnel records, attendance, willingness to work, and evaluations.
3. A successful internal applicant will be placed on a twenty (20) workday trial period in the new position. During the trial period, the employee may elect to return to his/her former position or may be removed from the position based upon unsatisfactory performance. During the trial period, the employee's former position may, at the District's option, be filled with a substitute.
4. Any individual granted a position under this Article or electing to return to his/her former position under the terms of paragraph 3 shall be prohibited from applying for another position for a period of three (3) semesters from the effective date of assignment in the posted position.
5. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option until the end of the semester. In such instances, substitutes will be utilized to temporarily fill the position.
6. The District reserves the right to transfer employees for good reason.
7. Employees may request a voluntary transfer within a building or to a different building by filing a written request with the Human Resource Office. These transfer requests will be kept on file for one (1) year.
8. Employees shall be notified of their assignments for the following school year by the preceding first day of July. In the event changes of assignment are proposed during the summer, the employee involved shall be notified and consulted as soon as possible.

ARTICLE 16. LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this article shall be used in laying off personnel.

1. LAYOFF PROCEDURE

In order to promote an orderly reduction in personnel when the education program, curriculum and/or staff is curtailed, the following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is an employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether.
- B. If further reduction of staff is still necessary, then employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first.
- C. A nonprobationary employee who is laid off pursuant to this article has the right to be placed in a bargaining unit position for which he is certified and/or qualified to fill and which is occupied by an employee with less seniority. The Board shall determine which position the senior employee shall occupy in conformance with the qualification standards promulgated and adopted by the Board.
- D. A laid off bargaining unit member shall, upon application, be granted priority status on the district substitute list.
- E. The Board shall give no less than thirty (30) calendar days written notice to the employee being laid off. Notice will be provided by certified mail, return receipt requested, to the last known address of the employee laid off. A copy of the notice will be given to the bargaining unit president.
- F. In the event of a necessary reduction in staff, the Board agrees to actively consider all requests for leaves of absence as an alternative to staff reductions.

2. RECALL PROCEDURE

Recall of employees shall normally be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee in order to be reassigned shall be certified and qualified for the specific position to which the employee is being assigned.

- A. A laid off bargaining unit member shall be considered laid off until he/she is reinstated in the District, except that recall rights shall be limited to twenty-four (24) months or total length of seniority, whichever is less.
- B. Refusal of an offer from the Employer for a position for which the employee is certified and/or qualified, or failure to respond within ten (10) business days of the receipt of a written offer of such a position shall be cause for termination of said employee and absolve the Board of any obligation to recall that employee at any time in the future.
- C. Notification of a recall shall be in writing with a copy given to the Federation president. The notification shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to promptly notify the Employer of any change of address.
- D. Probationary employees shall have no right to recall from layoff.

ARTICLE 17. LEAVE DAYS

1. Sick Days

- A. Each 185 day employee shall be credited with 10 sick days per school year, earned at the rate of one day per month worked.
- B. Each 200 - 230 day employee shall be credited with 12 sick days for that school year, earned at the rate of one day per month worked.
- C. Sick days are to be used for illness or injury of the employee, or as otherwise stated in this agreement.

D. Any unused sick days shall accumulate and be credited to the employee's personal sick bank, with carry-over not to exceed 60 days.

1. Employees shall be paid annually for each day in their personal sick bank beyond 60 days, in accordance with the following attendance incentive payment scale:

- a. If less than two days are used during the year ---- 50%
- b. If two or three days are used during the year ----- 40%
- c. If four days are used during the year ----- 30%
- d. If five or more days are used during the year ----- 20%

2. Sick bank days paid shall be deducted from the employees' personal sick bank.

2. Family Illness Absences

A. Family illness absences may be used for serious illness in the employee's immediate family which is of a nature to warrant the employee's presence. The immediate family shall be interpreted as: Spouse, Child, Mother, Father, Sister, Brother, Grandmother, Grandfather, Dependent, or member of the employee's household with whom the employee maintains a family relationship. The required care must be such as would be prescribed by a physician or required by incompetency of the family member requiring care.

B. Such family illness absences shall not exceed three (3) days per year, unless approved at the discretion of the Superintendent. Such days shall not be deducted from the employee's accumulated sick days.

3. Bereavement Leave

A. Up to five (5) days leave with pay will be granted for death in the immediate family in any one (1) case. The immediate family shall be interpreted as: Spouse, Child, Mother, Father, Sister, Brother, Grandparents, Grandchildren, dependents, member of household. Such days shall not be deducted from any leave.

Additional leave may be granted for death in the immediate family due to extenuating circumstances. Said leave, at the discretion of the employee, shall be deducted from either personal or accumulated sick leave.

B. Upon request by the employee, up to one (1) day may be granted in the death of a person who was related to the employee. Such day will not be deducted from any leave.

C. Additional leave, up to two (2) days, may be granted in the death of a person who was closely associated with the employee. Said leave, at the discretion of the employee, shall be deducted from either personal or accumulated sick leave.

4. Jury Duty

An employee called for jury duty or subpoenaed to give testimony shall be compensated for the difference between regular pay and pay received for the performance of such obligation. Excused time will be for actual travel and time necessary to perform said obligation. Total compensation shall not exceed the normal daily rate of pay for the employee, excluding reimbursed mileage.

5. Emergency Absence

Upon receiving prior approval of the immediate supervisor, employees may use emergency absence time to perform items of business that cannot be performed at any other time than during regular working hours, or for the keeping of medical, dental, and other appointments. These absences shall not exceed two (2) days total per school year, and may be used in multiples of one (1) hour.

ARTICLE 18. UNPAID LEAVES OF ABSENCE

1. Following two (2) years of employment, an employee may request, and upon approval of the Board, be granted a leave of absence without pay or benefits, not to exceed one (1) year, subject to renewal at the discretion of the Board, for:

- A. Serving in any elected or appointed position, public or union.
 - B. Illness leave (physical or mental).
 - C. Prolonged illness in immediate family.
 - D. Educational leave.
 - E. Military leave.
2. Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave.
 3. Upon return from leave, the employee shall be returned to the position he/she held at the time the leave of absence was granted, or to a similar position to which his seniority and qualifications entitle him/her.
 4. Extended Sick Leave

An employee, who is unable to work because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay or benefits for the duration of such illness or disability up to a maximum of one (1) year. The leave may be renewed for an extended period upon written request by the employee and with the right of the Board to verify the reasons advanced for the leave. At the Board's discretion, the employee may be required to submit to a physical examination by a physician selected by the Board, and at the Board's expense.
 5. A leave without pay or benefits of up to one (1) year shall be granted to an employee for the purpose of childbirth, adoption, or child care. Upon returning from such leave the employee shall be placed at the same position on the salary schedule that the employee held prior to beginning the leave.
 6. An employee returning from an unpaid leave of absence may be required to wait until the beginning of the next semester to return to work.
 7. There shall be no unpaid leaves (deduct days) beyond those provided by this Agreement.

ARTICLE 19. DISCIPLINE AND PROFESSIONAL BEHAVIOR OF EMPLOYEES

1. Employees are expected to comply with all rules, regulations, and directives adopted by the Board or its representatives which are not in conflict with the provisions of this Agreement.
2. No nonprobationary employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
3. If an employee is to be disciplined or reprimanded by the Board, he/she shall be entitled to have a Federation representative present.
4. The parties recognize that regular, dependable employee attendance is critical to the efficient operation of the District. An employee who is determined by the Employer to be excessively absent will be advised of such situation and appropriate documentation for future absences may be required. Misuse and/or abuse of paid leave days shall be grounds for discipline up to and including discharge.

ARTICLE 20. EMPLOYEE BENEFITS

1. Insurance Carrier and Servicing Agent
The Midland County Intermediate School District Board of Education shall retain the sole right to determine the insurance carrier(s) and the servicing agent(s) for the employee insurance programs of the district. The Board agrees to adopt the carrier recommended by the Union, provided that the carrier recommended by the Union will provide the coverage at a premium rate which is lower than the rate of the carrier otherwise selected by the Board. Pertinent premium rates shall be those rates quoted for coverage for the succeeding contract year (July 1 - June 30).

2. Duplicate Coverage

Insurance contracts entered into by the district shall contain duplicate coverage, or coordination of benefits, clauses.

3. Board of Education Responsibility

A. All insurance benefits are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment.

B. The Board, by payment of its contribution toward the premium payments required to provide the insurance coverage in which an eligible employee has enrolled, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described herein.

4. Employee Participation

Midland County Intermediate School District employees may participate in a Board approved:

A. Group hospitalization insurance program for employee and their eligible dependents, comparable to the SET ULTRA MED C with Med Check or the AFL-CIO P.E.T. 4-Star Medical Plan, with \$2.00 Drug Rider.

B. Group dental insurance program for employee and their eligible dependents, comparable to the SET Dental Plan.

C. Group term life insurance of \$10,000.00 with A.D.&D., employee only.

D. Long-term Disability insurance for employee only, with a benefit level of 66 2/3% of salary, up to a monthly maximum of \$1,500.00, which shall begin after the expiration of 90 calendar days.

E. Option benefits program, in lieu of health insurance, equal to single subscriber health insurance contribution paid by the Board.

5. Employee Eligibility

- A. Midland County Intermediate School District employees working full-time/full year, full-time/school year, and/or full-time 230-day year, shall be eligible for the maximum insurance benefit allowance approved by the Board.
- B. Midland County Intermediate School District employees working less than full-time/school year, and/or full-time/230 day year, shall be eligible for a reduced insurance benefit allowance based upon a ratio of days worked compared to days worked by full-time/full year employees.
- C. Midland County Intermediate School District employees working less than 15 hours per week will not be eligible for insurance benefits.

6. Employee Responsibility

- A. Every employee of the district is responsible for making application for the insurance programs offered by the district.
- B. Each employee of the district is responsible for a thorough knowledge of the insurance contract and the coverages offered.
- C. In accepting the program of employee insurance, each employee agrees to abide by the rules and regulations of the district and the insurance carrier(s) and the servicing agent(s).

7. Effective Date of Coverage

- A. If the employee enrolls in the program and completes all necessary forms and requirements on or before the nineteenth (19th) day of the month the employee shall be covered from the date of enrollment, or as otherwise provided by the individual type of insurance contract.

- B. If the employee enrolls in the program and completes all necessary forms and requirements on the twentieth (20th) day of the month, or after, the classified employee shall be covered from the first (1st) day of the following month.
- C. No employee shall be covered by the fringe benefit program prior to the date on which employment actually starts and completion of the probationary period.

8. Premium Payment

- A. The Board will contribute, prospectively, toward the cost of insurance the amount of the respective premium costs per employee for single subscriber, two person or full-family health insurance coverage as applicable and in accordance with the following schedule:

Effective <u>March 1</u> , 1990:	Not more than Single Subscriber - \$140.64; Two Person - \$330.69; Full Family - \$359.59. (Note: retroactivity shall not affect those TSA contributions already paid for employees who have received single subscriber coverage)
Effective July 1, 1991:	Not more than the respective total premium rate costs (Board and employee) paid for the 1990-91 contract year.
Effective July 1, 1992:	Not more than the respective total premium rate costs (Board and employee) paid for the 1991-92 contract year.

- B. The Board will contribute toward the cost of Group Dental, Group Term Life and Long-term Disability insurance in accordance with the following schedule:

Effective <u>July 1</u> , 1990:	Not more than the respective total premium rate costs (Board and employee) paid for the 1989-90 contract year.
Effective July 1, 1991:	Not more than the respective total premium rate costs (Board and employee) paid for the 1990-91 contract year.

Effective July 1, 1992:

Not more than the respective total premium rate costs (Board and employee) paid for the 1991-92 contract year.

- C. The employee will be responsible for payment of the difference between the Board contribution toward insurance and the total premium cost for that employee's respective coverage. The appropriate employee contribution shall be made through payroll deduction.

ARTICLE 21. OTHER COMPENSATION

1. Tuition Reimbursement

The Board shall reimburse up to the full cost of tuition for approved advance course work relative to the employee's current or future assignment, when approved in advance at the Board's discretion, with a limit of \$3,000 total cost for the bargaining unit. Reimbursement is contingent upon completion of the course with a grade of "C" or better.

2. Mileage

Employees using their own vehicle in the course of approved school related business and travel shall be compensated an amount equal to the rate approved by IRS.

3. Conference Expenses

The Board shall reimburse the employee for travel, lodging, meals and registration fee for conference, workshops, seminars and similar approved functions when approved in advance by the Superintendent or his designee. The preapproved rate of reimbursement shall be at the discretion of the Superintendent or his designee.

4. Certification

It shall be the responsibility of each employee to maintain the minimum requirements for necessary certification. The Board shall reimburse the employee for receipted tuition expense(s) incurred to meet such certification requirements in accordance with the provisions of Article 21, 1., above.

ARTICLE 22. REVIEW COMMITTEE

1. A. Representatives of the Board and the Union shall meet informally once a month from September through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems which may arise. Additional meetings may be scheduled at mutual request. Meetings in December and January are optional.
 - B. Employee representatives shall be selected by the Union, and Board representatives by the Superintendent. The employee and Board representatives shall separately designate an employee chairperson and an administrator chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit to the other chairperson, one week in advance of the scheduled meeting, items for discussion.
 - C. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in this Agreement.
2. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Union and the Board of Education for approval. Upon approval by the Union and the Board of Education the memoranda shall become a part of the Master Agreement for the duration of the Agreement.

ARTICLE 23. SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 25. REPRODUCTION OF AGREEMENT

Within 30 days of ratification, the Board shall execute and reproduce sufficient copies of the Agreement. The Union shall be provided with 30 copies. The cost of reproduction shall be borne equally by the Board and the Union.

ARTICLE 26. DURATION

All articles of this Agreement shall be effective upon ratification through June 30, 1994. Either party may terminate this Agreement as of June 30, 1994, by giving written notice to the other party on or before March 1, 1994. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1, on any subsequent contract anniversary date. There shall, however, be a wage/fringe benefit reopener at the request of either party on or before March 1, 1993.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

FOR THE BOARD

BY *Linda L. Horner*
President of the Board

AND *Robert W. Gupp*
Secretary of the Board

James R. Spalding
Team Member

John A. Person
Team Member

Team Member

FOR THE UNION

BY *Nancy Leot*
President of the Union

AND *Barbara J. Hall*
Secretary of the Union

J. E. Salas
Team Member

Sandra D. Revitt
Team Member

Team Member

SCHEDULE A

WAGES

<u>PARAPROFESSIONALS</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
START	\$6.00	\$6.30	\$6.61	
45 DAYS	6.43	6.75	7.08	
STEP 1	7.14	7.50	7.87	
STEP 2	7.50	7.87	8.27	
STEP 3	7.85	8.25	8.66	
<u>OT/PT/HI ASSISTANTS</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
START	\$10.10	\$10.61	\$11.14	
45 DAYS	10.85	11.39	11.96	
STEP 1	11.60	12.18	12.79	
STEP 2	12.35	12.97	13.62	
STEP 3	13.10	13.76	14.45	

Movement through increments to STEP 1 is contingent upon an evaluation score average of at least 2.5. Movement to STEP 2 and STEP 3 shall occur in one year intervals of work following movement to STEP 1.

Beginning July 1, 1991: Except as provided in Article 15, Layoff and Recall Procedure, one hundred eighty five (185) day employees will be compensated at their regular daily rate for the equivalent of thirty eight (38) full weeks of employment per year.

Beginning July 1, 1991: Except as provided in Article 15, Layoff and Recall Procedure, two hundred thirty (230) day employees will be compensated at their regular daily rate for the equivalent of forty nine (49) full weeks of employment per year .

Beginning July 1, 1992: Except as provided in Article 15, Layoff and Recall Procedure, two hundred thirty (230) day employees will be compensated at their regular daily rate for the equivalent of forty eight (48) full weeks of employment per year.

APPENDIX A
GRIEVANCE REPORT FORM

Submit to Supervisor in Duplicate _____

Grievance # _____ School District _____

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

Step 1

A. Date Cause of Grievance Occurred: _____

B. Specific Article and Section of Contract violated: _____

C. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature Date

GRIEVANCE REPORT FORM (continued)

Step 2

A. Disposition by Supervisor: _____

Signature Date

B. Position of Grievant and/or Federation: _____

Signature Date

Step 3

A. Date received by the Superintendent or Designee: _____

B. Disposition of the Superintendent or Designee: _____

Signature Date

C. Position of Grievant and/or Federation: _____

Signature Date

GRIEVANCE REPORT FORM (continued)

Step 4

A. Date received by Board of Education or Designee: _____

B. Disposition by Board: _____

Signature Date

C. Position of Grievant and/or Federation: _____

Signature Date

LETTER OF AGREEMENT

The Midland County Intermediate School District and the Midland Intermediate Federation of Paraprofessionals (AFL-CIO) hereby agree that the below listed employees shall each be paid a four hundred dollar (\$400.00) off-schedule payment in lieu of a pay increase for the 1989-90 school year. Each named employee will then receive payment for the 1990-91, 1991-92 and 1992-93 school years in accordance with the following formula:

1. The employee will be paid each pay period as appropriate, with wages based upon the negotiated hourly rate;
2. In addition to wages paid under #1 above, for the 1990-91 school year, the annualized difference between the employee's 1989-90 hourly rate and the employee's negotiated 1990-91 hourly rate shall be paid, off-schedule, in a single payment;
3. In addition to wages paid under #1 above, for the 1991-92 school year, the annualized difference between the employee's 1989-90 hourly rate and the employee's negotiated 1991-92 hourly rate shall be paid, off-schedule, in a single payment;
4. In addition to wages paid under #1 above, for the 1992-93 school year, the annualized difference between the employee's 1989-90 hourly rate and the employee's negotiated 1992-93 hourly rate shall be paid, off-schedule, in a single payment;
5. In addition to the above, each named employee shall receive an annual off-schedule payment equal to the sum of three percent (3%) over the employee's respective 1989-90 annualized wage.

The noted off-schedule payments are contingent upon the employee's continued employment with the Midland County Intermediate School District and shall continue in effect annually until payment of the 1992-93 off-schedule payments or until the respective employee's negotiated hourly rate meets or exceeds the employee's 1989-90 hourly rate, whichever occurs first.

LETTER OF AGREEMENT (continued)

Eligible employees are:

Adamets, N.
Hillman, D.
Rittmaier, N.

Wilhelm, B.
Dann, J.
Petrimoulx, C.

Teot, N.
Wallaker, S.
Rievert, J.

FOR THE MIDLAND COUNTY
INTERMEDIATE SCHOOL DISTRICT

FOR THE MIDLAND FEDERATION
of PARAPROFESSIONALS (AFL-CIO)

James B. McKinney, Superintendent
Date January 15, 1991

J. E. [unclear]
Date January 15, 1991

John A. [unclear]
Date January 15, 1991

Nancy Teot
Date January 15, 1991

Date January 15, 1991

James D. Rievert
Date January 15, 1991

LETTER OF AGREEMENT

The Midland County Intermediate School District and the Midland Intermediate Federation of Paraprofessionals (AFL-CIO) hereby agree that the below listed employees shall have their 1990-91 compensation computed to realize a combined net increase of five percent (5%) over their 1989-90 rate, with wages beyond the negotiated rate per hour paid off-schedule in a lump sum payment.

EXAMPLE: An employee who receives a three percent (3%) increase in hourly rate shall be paid, off-schedule, a payment equal to the annual sum of a two percent (2%) increase in hourly rate over the 1989-90 rate.

The noted off-schedule payments are contingent upon the respective employee's continued employment with the Midland County Intermediate School District and shall not continue to be paid in any subsequent school year.

Eligible employees are:

Kettelhohn, N.
Kristal, D.
Nelson, R.
Peterson, M.
Seaver, R.

FOR THE MIDLAND COUNTY
INTERMEDIATE SCHOOL DISTRICT

FOR THE MIDLAND FEDERATION
of PARAPROFESSIONALS (AFL-CIO)

James O. McGinnis, Superintendent

Date January 15, 1991

John E. Schwarz

Date January 15, 1991

John A. Person

Date January 15, 1991

Nancy Lee

Date January 15, 1991

Date January 15, 1991

Janet D. Rievert

Date January 15, 1991

LETTER OF AGREEMENT

The Midland County Intermediate School District and the Midland Intermediate Federation of Paraprofessionals (AFL-CIO) hereby agree that those employees in the bargaining unit who are eligible for vacation, and have unused accumulated vacation days, shall be paid in full for all such unused vacation days or schedule such days for use. Upon payment for such unused vacation days, or their use, the days shall be deducted and no longer be available for use and the practice of granting paid vacation shall be discontinued. The determination to use vacation or receive payoff for such days shall be made by the employee within thirty days following ratification of the collective bargaining agreement and administration shall be notified accordingly.

FOR THE MIDLAND COUNTY
INTERMEDIATE SCHOOL DISTRICT

James A. McKinney, Superintendent
Date January 15, 1991

John A. Person
Date January 15, 1991

Date January 15, 1991

FOR THE MIDLAND FEDERATION
of PARAPROFESSIONALS (AFL-CIO)

John E. Stinson
Date January 15, 1991

Nancy Lee
Date January 15, 1991

Janet S. Reed
Date January 15, 1991

LETTER OF AGREEMENT

The Midland County Intermediate School District and the Midland Intermediate Federation of Paraprofessionals (AFL-CIO) hereby agree that bargaining unit members represented by the Federation may elect, entirely at their own expense, to participate in the Midland County ISD's Flexible Spending Accounts Plan, consistent with all terms and conditions contained therein including, but not limited to, eligibility and enrollment requirements. The District intends for the Plan to qualify as a "cafeteria plan" within the meaning of Section 125 of the Internal Revenue Code of 1954, as amended.

Continuation of the Flexible Spending Accounts Plan shall remain in the sole discretion of the Midland County Intermediate School District Board of Education, and shall not be construed as a continuing condition of employment under the Michigan Public Employment Relations Act (PERA), Act 379 of the Public Acts of 1965, as amended. Any employee complaint or dispute concerning participation in, or benefits under, the plan shall not be the basis of any grievance involving the Midland County Intermediate School District Board of Education or its agents.

FOR THE MIDLAND COUNTY
INTERMEDIATE SCHOOL DISTRICT

James D. McKinney, Superintendent
Date January 15, 1991

John C. Person
Date January 15, 1991

Date January 15, 1991

FOR THE MIDLAND FEDERATION
of PARAPROFESSIONALS (AFL-CIO)

John C. Person
Date January 15, 1991

Nancy Leaf
Date January 15, 1991

Janet S. Revert
Date January 15, 1991


LETTER OF UNDERSTANDING

The Midland County Intermediate School District and the Midland Intermediate Federation of Paraprofessionals (MFT/AFT) hereby agrees to the following understanding regarding unpaid leaves of absence for purposes not covered under Article 18 of the collective bargaining agreement:

1. An employee may request an unpaid leave of absence, not to exceed ten (10) days per year.
2. Request for unpaid leave of absence shall be submitted in writing to the Superintendent, or the Superintendent's designee, at least thirty (30) days prior to the date of the leave.
3. Request for leave may be granted at the sole discretion of the Superintendent, or the Superintendent's designee.
4. Approval of any one request shall not be construed to establish any precedent, or require the granting of any subsequent request.
5. Unpaid leaves shall be without pay or benefits.
6. Return from an unpaid leave shall be as provided under Article 18 of the collective bargaining agreement.

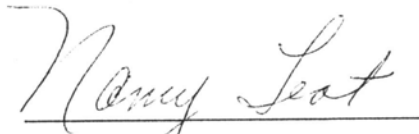
It is further understood that the provisions of this letter of understanding are intended to apply only to those employees regularly scheduled to work the 230 day calendar.

FOR THE MIDLAND COUNTY
INTERMEDIATE SCHOOL DISTRICT



Date January 15, 1991

FOR THE MIDLAND FEDERATION
of PARAPROFESSIONALS (AFL-CIO)



Date January 15, 1991

