

MASTER AGREEMENT

between the

INLAND LAKES SCHOOL DISTRICT

and the

**INLAND LAKES EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION/NMEA/MEA/NEA**

July 1, 2018 – June 30, 2021

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ARTICLE 1
PURPOSE & DURATION

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the employer and the employee covered hereby.

The Board and the Union have a statutory obligation, pursuant to Act 379 of the Michigan Public Employment Relations Act of 1965 to bargain with respect to rates of pay, wages, hours of employment and other conditions of employment. The parties, following negotiations, have reached certain understandings and it is agreed as follows:

This Agreement entered into the 1st day of July, 2018, by and between the Inland Lakes School District, hereinafter referred to as the "Board" and the Inland Lakes Educational Support Personnel Association/Northern Michigan Education Association/MEA/NEA, hereinafter referred to as the "Union."

ARTICLE 2
UNION RECOGNITION

Section 1. Union Recognition

- A. The Board hereby recognizes the Inland Lakes Educational Support Personnel Association, NMEA, MEA, NEA, hereinafter called the "Union" as the sole and exclusive bargaining representative for all regularly scheduled bus drivers, maintenance, secretaries, clerical, regular special run drivers, aides, cooks, custodial employees and all summer support staff work but excluding central office personnel, substitutes, supervisory personnel and all other employees. Extra summer work is to be offered based on seniority to employees who meet the established qualifications for said positions.
- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit as described above.
 - 1. Full time employee denotes persons employed fifty-two (52) weeks at forty (40) or more hours per week.
 - 2. School-term employee denotes persons employed during the school session periods of the year.
 - 3. The term "Board" when referred to shall mean the Inland Lakes School Board of Education.
 - 4. The term "district" refers to Inland Lakes School District.
- C. The Board agrees not to negotiate with or enter into any Agreement with any employee organization other than the Union for the duration of this Agreement.
- D. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State law.

- E. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- F. The Union may request annually, salary step information for each employee as needed for calculation of dues or fees. The District shall provide the information within fifteen (15) business days.

ARTICLE 3 NON-DISCRIMINATION

The Board and the Union recognize their responsibilities under federal, state and local laws pertaining to nondiscrimination for Title II, of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, and Section 504 of the Rehabilitation Act of 1973 (as amended) and affirm that no person shall be subject to discrimination on the basis of race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

ARTICLE 4 VISITATION

Upon request by the Union and the presentation of proper credentials, officers or representatives of the Union shall be admitted onto the Board's premises during working hours to ascertain whether this Agreement is being observed by the parties or for assisting in the adjusting of grievances provided that the visitation shall not disrupt orderly operations. Association representatives shall check in at the building office upon arrival.

ARTICLE 5 STEWARDS

- A. The employees will be represented by a chief steward and two (2) alternate stewards whose names shall be furnished by the Union through written notification to the Board within five (5) working days from the date that the steward or stewards are chosen or selected.
- B. Arrangements will be made to allow the chief and/or alternate steward's time off with pay for the purpose of investigating and receiving grievances upon arrangements being made with their immediate supervisor.
- C. The Board shall supply the Association president the following written information pertaining to a newly hired employee: name, date of hire, address, classification and job location or assignment.

ARTICLE 6
BOARD RIGHTS

- A. The Board on its behalf and on behalf of the electors of the school district hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and the United States including but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school, its properties, facilities and the activities of its employees;
 2. to manage and direct the working forces including the right to hire, promote, suspend, discharge and demote employees; transfer employees, subcontract, determine the size of the work force and to lay off employees;
 3. determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods or change therein;
 4. adopt rules and regulations;
 5. determine the qualifications of employees including physical and mental qualifications of employees and conditions as supported by an appropriate doctor;
 6. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 7. determine all financial and educational policies;
 8. determine the size of the management organization, its function, authority, amount of supervision and table of organization.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 7
SAFETY

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which unreasonably endanger their health, safety or well-being. Employees will be given proper instruction in regard to the operation of equipment and the handling and disposal of dangerous substances, which they may be required to use as part of their assigned duties.

ARTICLE 8
EMPLOYEE RIGHTS

- A. Employees shall have the right, in accordance with the Board policy, to the use of school building facilities for meetings.
- B. Duly authorized representatives of the bargaining unit shall be permitted to transact Union business on school property prior to 7:00 a.m. and after 3:00 p.m. provided this does not interfere with or interrupt normal school operations.
- C. The Union shall have the right to distribute Union materials to other employees provided it does not interfere in the normal operations of the district. Interference is to be determined by the administrator or supervisor.
- D. The Union stewards who are qualified shall be permitted to use school equipment including computers, photocopiers, and calculators when not otherwise in use as determined by the building administrator. The Union agrees to notify the building administrator prior to the use of school equipment. The Union shall pay for all reasonable cost for materials and supplies and to reimburse the district for any repairs or damage to equipment.

ARTICLE 9
SENIORITY AND LAYOFFS

- A. Probationary period for new hires will run for 180 calendar days however, after 90 calendar days new hires will receive a .50 raise in pay, which will bring them up to the regular pay schedule. If at any time prior to completion of the one hundred eighty (180) working days probationary period the employee may be dismissed without appeal by the Union. If there are extenuating circumstances and it is mutually agreeable, the probationary period may be extended for thirty (30) working days. Probationary employees may be discharged at will and shall not have recourse through the grievance procedure.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first date of employment. The employee's seniority status shall be determined by the employee's continuous service in a bargaining unit position.
- C. If the Board determines that it is necessary to reduce the number of employees through layoffs, the affected employee or employees shall be given a minimum of three (3) weeks written notice prior to the date that the scheduled layoff or layoffs are to be effective. Employees shall be laid off and recalled according to their seniority in their classification provided the senior employee can perform the job responsibilities. The transportation aide shall be classified with all other aides. In the case where the Board eliminated an employee's position, that employee shall have the right to exercise their seniority and displace a lesser seniority employee within the same classification. All bumping shall be completed within ten days of written notice of layoffs. No separate notices of layoff will be required to employees laid off by virtue of bumping.

An employee who is laid off by the Board shall have the right to exercise their seniority within his/her former classification and return to a vacant position which would occur during their layoff period, provided that the employee has the necessary qualifications to perform the duties of the job involved. This provision would in no way impair the employee's ability to return to their classification from which they were originally laid off provided that the job responsibilities have not changed. Employees who have been reduced in hours shall have first right to hours/positions that will return them to a pre-reduction status.

Laid-off employees who retain recall rights and are interested in substituting must sign up with the Superintendent's secretary at the beginning of the semester. If laid-off employees request work in classifications in which they have no Inland Lakes experience, the supervisor of that classification(s) will certify their qualifications for jobs in that classification. Any question relating to qualifications at any time shall be determined solely by the Superintendent. Such laid-off employees shall be called first for substituting in positions for which they are qualified as described above. Employees may continue benefits as provided by COBRA at his/her own expense. In no case shall a new employee be employed while there are laid off employees within that classification who are eligible for recall and who are currently qualified for the position.

If a laid-off employee refuses or cannot be contacted for three (3) consecutive substitute assignments, there will be no obligation to contact that person for the remainder of the semester. The employee shall provide up to two phone contact numbers. A phone log of contacts to the Employee shall be maintained.

D. An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause.
3. The employee is laid off for a period of three (3) year or a period of time equal to their seniority, whichever is the lesser.
4. The employee is absent for three (3) consecutive working days without properly notifying the Board, or without a good and sufficient reason.
5. The employee who is laid off fails to notify the Board of their intent to return to work within three (3) working days from the date that the employee receives notification by certified mail from the Board of the fact that they are to return to work.
6. The employee retires.
7. The employee does not return from a long-term leave of absence on the first work date after the leave of absence has ended and employee has provided no notification on intent or inability to return from the leave of absence.

E. Seniority shall be retained for any employee who is promoted to either a permanent confidential or permanent supervisory position outside of the bargaining unit within the school district for up to one year, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit if the employee vacates their position outside of the bargaining unit and returns to the bargaining unit.

- F. An updated seniority list shall be furnished to the Association president and a copy sent to the Union with the first payroll check in October, of each year. Such list shall contain each employee's name, date of hire, classification seniority and district-wide seniority. Seniority in classification shall be as of date of entry into the classification. The classifications are: a. aides, b. secretary, c. cook, d. bus driver, e. custodial, f. maintenance, g. maintenance helper, h. mechanic helper and i. mechanic. Objections to the seniority list shall be submitted within ten (10) days of the posting of the list. The parties will discuss the disputed placement. The Union and Board shall reach agreement as to seniority list placement. Thereafter, the list shall be final and conclusive for that school year.

ARTICLE 10 VACANCIES, PROMOTIONS, AND TRANSFERS

Section 1. Vacancies and Newly Created Positions

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled which the Board intends to fill. Any employee who has completed their probationary period may apply for a posted vacancy. Permanent vacancies shall be filled within thirty (30) days of the application deadline, provided there are qualified applicants.
- B. Notice of all vacancies shall be sent by email, posted in buildings and on the district website five (5) working days prior to the deadline for applications.
- C. Employees desiring notification of vacancies occurring when school is not in session shall be notified by email. All vacancies shall be posted in buildings and on the District website.
- D. Employees as well as non-employees may apply for a vacancy in any classification. Qualifications and relative ability being equal, preference will be given to the employee. If more than one employee is equal in qualifications and relative ability, seniority in the district from date of hire by the Board shall prevail.

Section 2. Temporary Vacancies

In the event of a temporary vacancy, the Board shall have the right to hire a temporary employee, provided that the Board offers the temporary vacancy to the following:

- 1. Existing employees who are working fewer hours within that same classification,
- 2. Qualified persons on layoff from that classification,
- 3. Persons in a classification with a lower daily rate of pay per Schedule A.

If an existing employee accepts the temporarily vacated position, the substitute employee may then fill any remaining vacancy. Temporary vacancies will be posted as soon as it is known that the regular employee will be off the job for more than fifteen (15) or more days. If the employee returns to their former position from their absence, then the affected subsequent employees will revert to their former position. If the regular employee does not

return to their former position from their absence, then as of the date that such determination is made, the position will then be considered to be vacant and will be filled as specified under the terms of this Article.

Section 3. Job Descriptions

Job descriptions shall be distributed to the affected bargaining unit members within sixty (60) days of any change in the description. All job descriptions shall be available in building offices.

ARTICLE 11 NEW JOBS

The Board will notify the Association President in writing when there has been a change or addition in the present job classification that fall under the collective bargaining agreement. The Board will establish the rate of pay for the classification and send such notice to the Union. If the Union does not agree to the rate established by the Board, then such rate will be subject to negotiations.

ARTICLE 12 RETIREMENT

Upon retirement, the Board shall permit the retiree to continue the insurance programs at the employee's expense. This provision is subject to the restrictions and approval of the insurance carrier.

ARTICLE 13 DISCIPLINE/DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action of non-probationary employees shall be only for reasons that are not arbitrary or capricious. All actions shall be furnished to affected employee or employees in writing with a copy sent to the chief steward and the Union. The employee shall have the right to defend themselves against the charges. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, shall include but shall not be limited to the following: drunkenness, use of controlled substances (such as but not limited to prescription drug abuse, marijuana, cocaine, opiates, amphetamines, and phencyclidine), prescription drug abuse, dishonesty, insubordination, sexual harassment, or violation of Board rules, or any fashion of criminal sexual contact with a student.
- B. The Union, with specific written consent of the employee, shall have the right to review the personnel file of an employee upon making the request to the administration. An employee upon making request shall have the right to review the contents of their own personnel files maintained by the Board, in the Board of Education offices under the

supervision of a designated school employee. Such review shall not include any confidential information.

- C. Employees have the right to submit materials to the superintendent for inclusion in their personnel file in compliance with the Bullard-Plawewski Employee Right to Know Act, MCL 423.501 *ET. SEQ.*
- D. Employees shall be informed of FOIA requests for the Employee's personnel file prior to the disclosure of the file within three (3) work days of the Board's receipt of the FOIA request.

ARTICLE 14 UNPAID LEAVES OF ABSENCE

- A. A non-probationary employee who because of illness or accident which is non-compensable under the Worker's Compensation law, is physically unable to report to work and has exhausted all means of allowable compensation from the Board shall be granted a leave of absence for up to one (1) year which may be extended beyond one (1) year at the discretion of the Board. To be considered, the employee must notify the Board of the necessity thereof, and supply the Board with a written medical statement and the length for such leave and the expected date of return to work.
- B. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- C. Upon notice from a physician that the employee has developed a disabling condition, the employee shall furnish the Board with a written statement from his/her physician stating the approximate leave date and extent of the disability including any restrictions on the employee's ability to perform regular job duties. The statement shall also contain the date of anticipated return or the anticipated length of time the employee would be physically unable to continue to perform job duties. Such employee shall be permitted to return to work upon presentation of a signed statement from the physician verifying that the employee is physically able to return to work. The district may require the employee to be evaluated by a physician selected by the district.
- D. Military Leave
 - 1. A leave of absence shall be granted to any employee who (a) is called up to active military duty, or (b) is drafted for active military duty, or (c) enlists for active military duty in any branch of the armed forces or Coast Guard of the United States while a call-up of military reserves or a draft is in effect. The leave of absence shall be automatic; however, the employee shall provide the employer as much notice as possible (the parties understand that national security considerations may delay notice of a call-up order).
 - 2. The leave shall be for the duration of the call-up, induction (draft) or enlistment, plus, if requested by the employee, a period of time up to a duration equal to the balance of the school year.

3. Seniority, salary schedule, experience, leave day accrual and all other contractual rights shall continue to accrue as if the employee were actively working for the school district.
 4. The employee shall have the right to return to active employment within forty-five days of being released from active duty or at the beginning of the school year immediately following the end of his/her period of active duty. In either case, the employee must provide written notification of his/her intentions to return at least three weeks prior to the expected first work day.
- E. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purposes of handling civil disorders or other emergencies, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- F. Any employee who is either elected or appointed to a full-time office or position in the Union whose duties require their absence from work may be granted a leave of absence for up to one (1) year which may be extended upon approval by the Board.
- G. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board and a copy furnished to the employee.
- H. An employee granted the leave of absence without pay shall not accrue seniority except when on medical or active military leave. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed in this Article when they are deemed beneficial to the employee and/or the Board.

ARTICLE 15

GRIEVANCE PROCEDURE

Definitions:

- A. A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement.
- B. "Days" shall be defined as any day in which students are in session or during the summer when central office is open for business.
- C. The time elements in the steps may be extended upon written mutual agreement between the parties.
- D. Any employee or Union grievance not presented in writing through the grievance procedure within ten (10) days of the occurrence of or the discovery of the condition giving rise to the grievance shall not be considered grievable.
- E. Any grievance not appealed within the specified time limits set forth in that step is considered to be settled on the basis of the decision rendered at the previous step of the

grievance procedure. If the Employer, at any step, fails to communicate their decision on the grievance in writing to the Union within the prescribed time limits, the Union then may process the grievance to the next step.

F. During all steps of the grievance procedure the employee shall work as directed by their immediate supervisor, even if such assignment is subject to the employee's grievance, except where the employee has filed a safety grievance pertaining to their assignment. This refers to assignments in classification only.

G. Written grievances as required herein shall contain the following:
(See appendix A for required form.)

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts of the alleged violation
4. It shall cite the Article or Section of the Agreement, which has been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the time limitations.

H. The Union may file a grievance in a case, which involves the entire bargaining unit.

Step One

- A. Any employee having a grievance shall discuss the grievance with their immediate supervisor within ten (10) days of the occurrence of or the discovery of the condition. A Union representative may be present at the Employee's request. If the grievance is not settled orally with their immediate supervisor, the employee may request a meeting with the chief steward to discuss the grievance.
- B. Following the oral discussion, the grievance may be reduced to writing and submitted to the immediate supervisor.

Step Two

- A. The chief steward and/or the grievant shall meet with the immediate supervisor to discuss the grievance within five (5) days of its written submission.
- B. The immediate supervisor shall give his decision in writing relative to the grievance within five (5) days of the meeting with the chief steward and/or the grievant.

Step Three

- A. Any appeal of a supervisor's decision shall be presented in writing to the superintendent, by the Union, within five (5) days from the date of receipt of the supervisor's answer, and the superintendent shall meet with a Union representative.

- B. The superintendent shall give his/her decision in writing within five (5) days of the meeting.

Step Four

- A. If the appealing party is not satisfied with the superintendent's disposition, then within five (5) days from the receipt of the superintendent's answer, the grievance may be appealed to the Board, and the Board shall hear the grievance at the nearest regularly scheduled meeting.
- B. The Board shall give their decision in writing within twenty (20) days from the date of its meeting.

Step Five

If the grievance is not resolved in Step Four (4), it may, within ten (10) days after the Board's decision at Step Four (4), be appealed to mediation under PERA; such appeal shall be in writing with copies to the Michigan Employment Relations Commission and the Board within the ten (10) days.

Step Six – Arbitration

- A. If the appealing party is not satisfied with the disposition of the grievance through State mediation, then within ten (10) days from the final mediation the grievance may be submitted to arbitration. Written notice of the intent to demand arbitration shall be served on the superintendent within the ten (10) day time limit.
- B. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association, which shall likewise govern the arbitration proceedings.
- C. The Union or the Board may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The fees, expenses and filing fees of the arbitrator shall be borne solely by the non-prevailing party. If the arbitrator does not grant an award, which clearly grants the decision to one (1) party, the fees, expenses and filing fees of the arbitrator shall then be shared equally between the parties.
- F. The Board and the Union shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party.
- G. The arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the hearing.
- H. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.
- I. The powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/she shall have no power to establish salary scales or to change any salary.
3. He/she shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. The arbitrator cannot substitute his/her judgment as to the reasonableness of actions taken by the Board. The arbitrator can rule regarding Board action(s) that violate the contract or based on factual presentation but not based on reasonableness of Board action.
4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and Union and shall so construe the Agreement that there will be no interference with such responsibilities except as may be specifically conditioned by this Agreement.
5. He/she shall have no power to interpret State or Federal Law.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule as to the arbitrability of the grievance.
7. Individual employees may not arbitrate a grievance.
8. Probationary employees may not arbitrate their dismissal.

ARTICLE 16 HOURS AND WORK WEEK

Section 1. Work Week and Day

- A. The regularly scheduled workweek shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.
- B. Employees who work three (3) to six and one half (6.5) hours per day shall have one (1) fifteen (15) minute break; more than six and one half (6.5) hours but less than seven (7) hours per day shall have two (2) fifteen (15) minute breaks; more than seven (7) hours but less than eight (8) hours will have a thirty (30) minute lunch plus one (1) fifteen (15) minute break; eight (8) hours per day shall have two (2) fifteen (15) minute breaks plus a thirty minute paid lunch.
- C. Nothing contained in this section shall guarantee the employees either eight (8) hours per day or forty (40) hours per week.

Section 2. Overtime Rates will be Paid as Follows

- A. Time and one-half (1/2) will be paid for all time worked in excess of forty (40) hours per week unless the Board and the Union agree to a regular schedule of longer work days for a classification(s) (example: four ten hour days). In that instance, time and one-half (1/2) will be paid for hours beyond the regular shift. Time and one-

half (1/2) shall be paid for time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.

- B. Double time will be paid for all hours worked on Sunday except as in (E) below.
- C. No employee will be required to take time off from their normal schedule of work during the week in place of receiving any overtime compensation for any hour worked.
- D. All overtime work must have the approval of the superintendent or his/her designated representative before such work is performed.
- E. No employee would normally be scheduled to work on Saturday or Sunday as a part of their regular work week. If a person is needed to work on either Saturday or Sunday as a part of a scheduled work week, the position will first be posted for bidding. Where the work week includes Saturday and/or Sunday, no premium amounts such as double time on Sunday shall apply. If bids are received, the Board shall award the position to the most senior employee making application. If none of the bargaining unit employees bid for the position, the Board may either hire an employee to work the scheduled hours or the Board may assign the lowest seniority employee within that same classification to work the scheduled hours.
- F. All paid work time shall count towards the calculation for overtime hours. However, paid sick leave, paid snow days, and paid personal leave days shall not count in calculating overtime hours.

Section 3. Distribution of Overtime

Employees who are either assigned to a building or department, overtime shall be divided and rotated as equally as possible according to seniority within the building or department and among those employees within that classification who regularly perform that work.

Section 4. Call in Pay

Whenever an employee is called back to work after the completion of or prior to the start of the employee's regularly scheduled working hours for a previously unscheduled work activity, the employee shall receive the pay for the actual time worked at the appropriate rate of pay or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is the greater.

When employees report to work and then are directed to leave work, the employee including bus drivers, shall receive pay for actual time worked or a minimum of two (2) hours pay, whichever is greater.

Section 5. Meetings/Training Sessions

If an employee is required to attend a meeting or training session during the hours not used in the performance of his/her duties, the employee shall be paid his/her regular rate of pay for hours in attendance except Article 25, shall apply for bus drivers. Whenever such meeting or training session is required during hours regularly scheduled for duty, the employee shall be paid his/her regular rate of pay for the hours in attendance except bus drivers who shall be paid their

regular trip pay for each regular trip missed while in attendance. Travel to and from such events shall not be considered attendance time.

ARTICLE 17 PAID LEAVE TIME

Section 1. Sick Leave

- A. It is mutually agreed the ten (10) sick leave days per year will be granted to the employee bank at the beginning of September of each new school year. It is also agreed; each sick day equates to ½ day for each two (2) weeks of employment. Should a bargaining unit member terminate employment, on a leave of absence, or laid off after having used more sick days than were earned, he/she will repay the District the unearned time. Such days shall accumulate to a maximum of forty-five (45) days. Employees who begin the year with forty-five (45) days shall earn additional days at one-half (½) day per payroll to ten (10) sick leave days that year as long as their total remains at forty-five (45) or above throughout the year. If the accumulation goes below 45 during the year, the ceiling becomes 45 for the rest of the year. The following year, the employee would again start at forty-five (45) days. Employees who have forty-five (45) days of sick leave in June shall receive a \$300 bonus each year. that they carry the forty-five (45) days.
- B. Employees who are unable to perform their duties because of illness or disability should notify their immediate supervisor of the fact as far in advance as possible but not later than 90 minutes before their scheduled reporting time. The employee and the immediate supervisor may make arrangements as to the frequency of continued notification of the illness or disability.¶After four (4) consecutive days of absence, or in the case of what the administration views as chronic absenteeism (the staff member will be informed when the administration views a staff member as chronically absent), the administration may require a medical report from the employee's doctor to substantiate the necessity of the continued absence.
- C. Records of sick leave accumulated and taken shall be furnished to each employee with the first payroll check in October each year.

Section 2. Funeral Leave

Employees shall be granted up to five (5) working days off with pay upon the death of a member of the employee's immediate family. Immediate family shall be considered as mother, father, sister, brother, husband, wife, son, daughter, similar-in-laws, similar step-family, grandchildren, grandparents and any other person who is a permanent resident of the employee's household. An employee shall be granted, upon written request, one (1) day to attend the funeral of another person. These days shall be with pay and shall be deducted from sick leave. If no sick leave is available, the absence shall be without pay. Additional time off may be granted and charged to earned leave days.

Section 3. Personal Leave Days

Employees shall be granted three (3) days per year for personal leave upon prior notification and approval by the immediate supervisor and the superintendent at least forty-eight (48) hours in advance except in the event of an emergency wherein a shorter period of notification may be acceptable. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct business which cannot be conducted on a day other than a school day. Personal leave days may be used in one-half (1/2) or one-third (1/3) day increments where 1/3 day increments is warranted based on the individual employee's schedule and approved by the superintendent. Such days are not deducted from the employee's sick leave. Such days may be used two days before or after any scheduled break. One time per person per year at a first come, first serve basis. No more than two (2) requests per employee classification (2 aides, 2 bus drivers, etc.) will be granted in any one day. Twenty-four (24) hours notice is required, save for emergency situations. If one (1) day or only a fraction of a day remains, it may be carried over to the next school year for a total accumulation of four (4) days.

Section 4. Adjusting Paid Leave Time

If an employee has arranged for paid leave time, but administration closes the school, then said employee shall not be charged with the leave time.

Section 5. Worker's Comp/Retirement

State law dictates how paid leave time shall count as days worked for purposes of worker's compensation and retirement. For purposes of seniority, paid leave time shall count once probationary time is fulfilled.

Section 6. Union Leave

The Union shall have five (5) days per year for union leave at no loss of pay to the employee. The Union will pay the full cost of a substitute, if one is hired.

ARTICLE 18 HOLIDAYS

- A. The Board will pay the normal day's pay for the following holidays for employees according to the specified schedule even though no work is performed by the employees:

Twelve (12) Month Employees

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
July Fourth	Christmas Day
Labor Day	

School Term Employees

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Labor Day	Christmas Day

- B. Employees required to work on any of the above named holidays shall receive time and one-half (1½) for hours worked in addition to their regular holiday pay.
- C. To be eligible for holiday pay, an employee must have completed their probationary period, and the employee must have worked their last regularly scheduled workday before the holiday and their first regularly scheduled day after the holiday.
- D. Persons off sick on the day before or the day after the holiday shall be required to submit a medical statement from a doctor to receive their holiday pay.
- E. If the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall be granted a day off with pay for the holiday on a future date that is determined by the Board. Such day shall be scheduled either in conjunction with employee's scheduled vacation or weekend.

ARTICLE 19 VACATIONS

- A. Employees who work twelve (12) months per year shall receive an annual paid vacation according to the following schedule:
 - 1. One (1) year of service = One (1) week vacation with pay.
 - 2. Two (2) years of service = Two (2) weeks vacation with pay.
 - 3. Five (5) years of service = Three (3) weeks vacation with pay.
 - 4. Ten (10) years of service = Four (4) weeks vacation with pay.
- B. All vacation time may be taken throughout the year with the prior approval of the immediate supervisor and the superintendent. To be eligible for such vacation, an employee must have worked one (1) full year from the date of hire.
- C. Vacations will be paid at the employee's normal rate of pay. If two (2) or more employees apply for vacation time covering the same time period, the following factors will be taken into consideration in granting the vacations:
 - 1. Seniority in classification.
 - 2. Necessity of the person's absence during the requested leave period.

- D. Employees terminating employment or who are placed on a leave of absence shall receive a pro rata vacation allowance based upon 1/12 of their vacation pay for each month or major fraction thereof between the employee's anniversary date and the termination date or the date that the employee is placed on the leave of absence, whichever is applicable.
- E. Employees may choose either a per diem payment OR a roll-over of vacation days into the new fiscal year for up to a maximum of five (5) days.

ARTICLE 20 INSURANCE

The Board shall contribute the following toward medical insurance costs for full time employees, defined as working a minimum of seven (7) hours per day, including fees, assessments and taxes:

For the duration of this contract the board shall contribute up to 1/12 (one-twelve) per month of the state mandated hard cap per PA 152 (2011) for the medical insurance costs for full time employees, including any and all fees, assessments and taxes. Any cost in excess of the employer's contribution shall be subject to payroll deduction.

MESSA Choices (500/1000), Saver Rx

or

ABC Plan 1 (1350/2700), ABC Rx

Section 1. Additional Coverage (for full time employees)

The Board shall contribute the following toward insurance costs for full time employees, defined as working a minimum of seven (7) hours per day, including fees, assessments and taxes:

A. For those needing health insurance:

Delta Dental (80/80/80/80 - \$1,000 Maximum for Class I & II , & III, and
\$500 Lifetime Max for Class IV)
Negotiated Life \$10,000 AD&D
Vision VSP3 Plus P250 CL
Long Term Disability – (66 2/3%, 90 calendar days modified fill)

B. For those not needing health insurance:

Delta Dental (80/80/80/80 - \$3,000 Maximum for Class I & II, & III, and
\$500 Lifetime Max for Class IV)
Negotiated Life \$20,000 AD&D
Vision VSP3 Plus P250 CL
Long Term Disability – (66 2/3%, 90 calendar days modified fill)

If abortion coverage means the loss of state aid, it will be removed from the policy.

No employee within the bargaining unit who was hired prior to November 1, 1995 shall be caused to lose any insurance entitlements per contract and /or state law.

Section 2. Payment of Premiums

If the employee is placed on a medical leave of absence, the Board shall continue to pay the health insurance premiums for the first six (6) months that the employee is on the medical leave, and the employee is then responsible for the payment of the premiums for the second (2nd) six (6) months of the medical leave of absence.

Upon separation, the Board shall carry the employee's hospitalization health premiums for insurance for the remainder of that month plus thirty (30) days.

All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.

Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage. Bargaining unit will choose the health insurance policy. The school District shall be the policy holder.

Section 3. Cash Option

An amount equivalent to the Board's medical benefit plan cost up to \$100 per month shall be contributed on behalf of the employee upon the employee completing application toward other options provided in this contract on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act, if requested. The employee shall be eligible for cash-in-lieu or Plan B. The cash-in-lieu monies may be applied toward an annuity in accordance with the district's Section 125 plan.

Section 4. Reduction of hours

Employees who, during the course of a school year, are reduced in hours from full-time to part-time continue to receive benefits for two months.

ARTICLE 21

GENERAL

Section 1. Tax Sheltered Annuities

The Board agrees to deduct the premiums for variable tax deferred annuities solely to be paid for by the employee, and the Board shall remit such premiums to the Board approved insurance company. An employee may designate as to the approved insurance company that the premiums are to be submitted to, only during open enrollment in October, or at the beginning of the second semester, no more than twice per year.

Section 2. Resignation

- A. An employee desiring to resign from their employment with the Board shall file a letter of written resignation with the superintendent of schools at least ten (10) working days prior to the date that such resignation is to become effective.
- B. An employee who resigns from their position in the manner herein described shall maintain their rights to any earned allowable separation benefits.

Section 3. Deductions

- A. The Board agrees to make available to employees any payroll deduction services which are available through the Board such as savings bonds, credit union, etc. Employees may, no more than twice a year which shall be at the beginning of the first (1st) semester and the beginning of the second (2nd) semester of the school year, either initiate a deduction or change a deduction service which is available through the Board.
- B. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in complying with the conditions of this Article.

Section 4. Physical Examination

The Board agrees to pay the full cost of any physical examination required of the employee by the Board with the Board's designated physician within the area.

If the employee(s) wishes to go to a doctor of their own choosing, the Board shall pay the cost of the physical up to an amount equal of that charged by the Board's designated physician. However, the Board's physician shall be used in disability cases, etc.

Section 5. Inclement Weather Days

Nothing in this contract shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by acts of God. When the schools are closed to students due to the above conditions, school year employees shall not be required to report for duty but shall receive full pay for first four (4) days. Any additional acts of God/inclement weather days incurred will be without pay and will not be required to make up unless determined by state mandate.

Any make-up days may be scheduled immediately following the last student day in June and will be paid at the time of service.

Employees who work on Act of God days (Ex. snow days), such as maintenance or mechanic, shall be entitled to accrue paid time off (i.e. vacation) equivalent to time worked on such snow days. Direct supervisors are responsible for determining work schedules on such days.

Only the necessary state mandated hours will be made up.

When students are sent home early due to an Act of God, support personnel may leave work one (1) hour after the buses take the children home, with no further pay or may stay and work their complete shift with approval of their immediate supervisor.

Section 6. Mileage

Employees who are required to use their own transportation for carrying out their job responsibilities for the Board, only when the school vehicle is not available, shall be reimbursed for all such miles driven at the regular rate and procedure as established by the Board in January each year.

Section 7. Bulletin Boards

- A. Bulletin board space shall be made available by the Board at each of the buildings where there are employees, with the bulletin board space to be used by the Union, and with such bulletin board space to be used for the following notices:
 - 1. Recreational and social affairs of the Union.
 - 2. Union meetings.
 - 3. Union elections.
 - 4. Reports of the Union.
 - 5. Rulings or policies of the local or international Union.
- B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate the provisions of this Section shall be posted. The posting of all such notices shall be done by either the Union officers, representatives, the chief or alternate steward.

Section 8. Alternate Rate of Pay / Timecards

- A. A newly hired employee shall be paid fifty-cents (\$.50) less than the specified base rate of pay or the minimum wage, whichever is the greater, during the employee's probationary period, and then upon completion of the probationary period, the employee shall be paid the specified rate of pay. Newly hired is to be interpreted to mean a new employee. Therefore, an employee who changes jobs (i.e., a bus driver becomes a custodian) will not be subject to the fifty cents (\$.50) less than the base rate of pay.

B. Time cards are the sole responsibility of the employee to accurately complete, and submit on time to their immediate supervisor for approval.

C. Health care aides (those who are required to provide health services to a student(s) pursuant to an IEP/504) shall have their hourly rate increased by fifty (.50) cents. This only pertains to when the employee is working directly with the student.

Section 9. Longevity Pay

Employees who have completed the following consecutive years' service with the District will receive the following longevity payments at the end of the school year. Those on unpaid leave of absence during the school year shall have a prorated longevity payment.

Prorated payments shall use the following calculation: Days of the school year worked divided by the number of contract days, times the longevity payment amount.

10 years:	\$500
15 years:	\$750
20 years:	\$800
25 years:	\$850

Section 10. Legal Protection

If any case of criminal assault by a student or another employee shall be reported to the Board involving an employee, the time spent by the employee shall not be charged against the employee, provided that the employee is not found guilty of such charge. Any injury resulting from an assault which disables an employee will be treated in the same manner as any other illness or disability covered in this contract.

Section 11. Schedules

- A. Twelve (12) month employees will be scheduled for the full calendar year.
- B. School term employees shall be scheduled as needed by the employer. On early release days, the Principal may authorize the employee to work a full day. Staff required to stay on PD ½ days shall be given two weeks' advance notice.
- C. The maintenance classification shall be scheduled as twelve-month employees.
- D. Custodians shall be at least 200 day employees.

Section 12. Representative to School Improvement Committee

Upon management request support staff may have a representative, appointed by the union, to a building school improvement committee. Such representation shall be with full release time with no loss of pay for meetings scheduled during regular work hours. Service on this committee shall be voluntary.

Section 13. Substituting

The District shall utilize an automated substitute placement and absence management system. Employees will be provided a login and shall be responsible for recording absences.

Section 14. Uniforms

Each of the following job classifications, in their last pay of January, will be given a stipend of \$150 to purchase uniforms. The stipend is to be used to purchase matching solid-colored uniform shirts (long or short sleeved) pants and work boots. The employee will be responsible for the maintaining and laundering of such uniforms, and such uniforms shall be worn during working hours.

Mechanic
Maintenance

Mechanic helper
Maintenance helper

ARTICLE 22 JURY DUTY

Employees who are requested to appear for jury duty shall receive their pay for such time lost as a result of such service, less any compensation received for jury service. This does not include reimbursable expense. If an employee is subpoenaed by the Board as a witness in any case connected with their employment, the employee will be paid their full pay. Employees shall return to work if released from jury duty or as a witness early enough to allow them to return to work and put in a minimum of one half (1/2) day or more.

ARTICLE 23

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1. Scope

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 subsequent written agreement between and executed by the Board and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 2. Waiver

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that rights and opportunity are set forth in this Agreement. Therefore, the District and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject matter referred to or

covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. Alteration of Agreement

If any Article or Section of this Agreement or any supplements thereto should be held invalid or restrained by operation of law, or by any court or tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

If an emergency manager is appointed by the state, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the public employment relations act (PA-4).

ARTICLE 24 TRANSPORTATION

Section 1. Bus Driver Provisions

- A. There are two rates of pay, regular run rate and extra trip rate. The exception is for overnight pay. Hotel stays, if necessary will be arranged by the sponsoring group with no cost to the driver. The driver will have his/her own room. A stipend for meals is provided at the scheduled rate.
- B. When the bus drivers take extra trips during normal meal times (7-8:30 a.m., 11:30-1:00 p.m., 5:30-7:00 p.m.) the Board shall reimburse meals at the scheduled rate. Receipts with required paperwork must be submitted within 2 weeks of the expenditure.
- C. In addition, each route or trip will include a 15 minute pre-trip and a 15 minute post-trip to accommodate required CDL inspections and cleaning of the bus paid at the driving rate.
- D. In order to ensure adequate coverage all current maintenance and custodial personnel employed by the district (except those already exempted for medical reasons) shall obtain their CDL within 90 calendar days. New hires will obtain their CDL within the first 90 days of employment. CDL licensure shall be paid for by the district. The reimbursement of CDL costs will be made upon completion of the employee's probationary period.

Section 2. Bidding on Runs

Bus drivers will bid on runs annually by seniority. Bidding will take place no later than twenty-one (21) calendar days after the first student day, or a bus run opens.

Section 3. Extra Bus Runs

Extra bus runs shall be divided and rotated equally among all of the bus drivers based on seniority. Drivers must indicate to the transportation supervisor that they wish to drive extra runs.

Section 4. Extra Trips

- A. Bus drivers who take extra trips, which cause them to miss their regular runs, shall be paid for the regular run and the extra trip less one and one half (1 1/2) hours. Drivers must drive their regular run if the extra trip leaves within fifteen (15) minutes of the end of the regular run.
- B. District transportation should be strongly considered when trips are planned for eight or more students. When determining whether to use district transportation, coordinate with other districts, or use private transportation, the following considerations should be evaluated: length of trip, comfort of passengers, cost and source of funds for transportation, and what is the best choice for students.
- C. All extra trips shall pay a minimum of two (2) hours. Drivers will not be paid if an extra trip is cancelled, but will be the first driver offered the next unassigned extra trip. However, trips cancelled without notice will be paid for two hours at the extra trip rate. Drivers will be on duty for that time and may be assigned duties by the transportation supervisor.
- D. During extra trips the driver will consult with the coach or teacher whether additional stops for the students will be made for such things as meals and rest stops. Driver makes final determination whether to stop in inclement weather.

Section 5. Additional Compensation

- A. Drivers shall receive VSP2 single coverage for 12 months fully paid by the Board.
- B. Drivers will be eligible for two premium payments per year. The amount of the premium will be \$175.00. To be eligible the driver must drive regularly from the first day of school through January 15, with the premium paid on the last pay period of January. Drivers are eligible for the second annual premium if they drive regularly from January 16 through the last day of school, to be paid in the last pay period in June.

Section 6. Bus Driving School and Professional Development

Each bus driver who attends the State required bus driving school and Board authorized professional development, shall be paid at the extra trip rate of pay for all hours the bus driver attends.

Bus drivers, upon successful completion, shall be reimbursed by the Board for the cost of all licenses and testing fees that are required by the State of Michigan.

Section 7. School Buses

All buses will be kept at the bus garage. No bus driver or special driver will be allowed to keep the bus at his/her home.

Section 8. Elimination of a Bus Run

Whenever it is determined by the Board that it is necessary to eliminate an entire bus run or runs, the affected employee or employees shall have the right to exercise their seniority and displace a lesser seniority driver in order that the affected employee or employees would be able to maintain their same number of bus runs. The employee whose run is eliminated or who is bumped by a more senior driver and does not possess enough seniority to displace another driver shall either be laid off, or caused to drive a fewer number of runs, whichever is applicable. Bumping would only apply in the instance where the run the driver was to assume would not conflict with any of the driver's present runs. The sequence of bumping shall be completed on the basis of seniority within ten (10) days of written notice of a reduction of positions with the least senior person(s) being given notice of layoff.

Section 9. New Bus Driver Start-up Costs

The cost of acquiring a CDL license will be the employees' responsibility. The cost of the CDL license will be reimbursed by the Board after six (6) months of successful driving. New bus drivers must successfully complete requirements including but not limited to: fingerprinting, physicals and drug screening.

Section 10. Summer Education

The summer education bus driver will be employed per program. The pay for this work shall be a daily rate (AM/PM pick-up) at \$55.00 per day. Special trips/field trips will be paid at the extra trip rate.

ARTICLE 25
SALARY SCHEDULE

INLAND LAKES SCHOOLS – SUPPORT STAFF CONTRACT

<u>Position</u>	<u>18-19</u>	<u>19-20</u>	<u>20-21</u>
Aide	13.00	13.20	13.33
Secretary	14.25	14.50	14.65
Maintenance	15.00	15.25	15.40
Maintenance Helper	12.20	12.25	12.37
Mechanic	15.90	16.25	16.41
Custodian	13.74	13.74	13.74
Bus Driver (regular)	15.50	15.65	15.81
Bus Driver (extra)	13.50	13.60	13.74 (drive time only)
Bus Driver (extra)	current minimum wage rate (sit time)		
Bus Driver Summer	55/day	56/day	56/day
Bus Driver Overnight	105/overnight	105/overnight	105/overnight

Meals reimbursed with receipt up to maximum of:

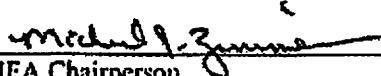
Breakfast	7/meal
Lunch	10/meal
Dinner	18/meal

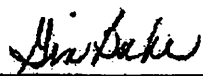
DURATION OF AGREEMENT

In witness whereof the parties hereto have caused this instrument to be executed.

NORTHERN MICHIGAN
EDUCATION ASSOCIATION/MEA/NEA

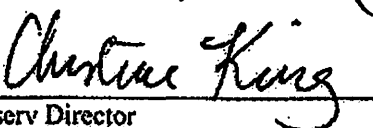
INLAND LAKES SCHOOL DISTRICT

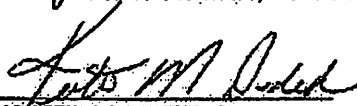
By 
NMEA Chairperson

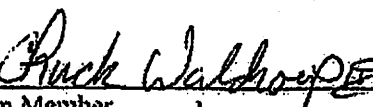
By 
GINA BURKE, President

By 
Staff Coordinator

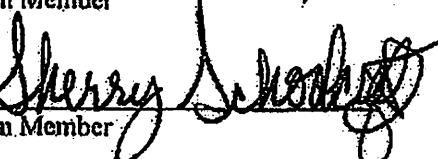
By 
ZACHARIAH SKIERA, Vice-President

By 
Uniserv Director

By 
KRISTIN DUDEK, Secretary

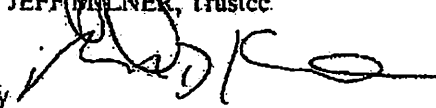
By 
Team Member

By 
JILL FEAGAN, Treasurer

By 
Team Member

By 
JEFF MILNER, Trustee

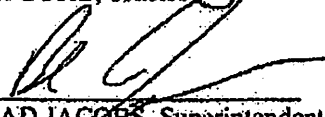
By _____
Team Member

By 
MIKE KATONA, Trustee

By _____
Team Member

By 
TIM BURG, Trustee

By _____
Team Member

By 
BRAD JACOBS, Superintendent