

AGREEMENT BETWEEN
THE INGHAM INTERMEDIATE SCHOOL DISTRICT
AND
THE INGHAM INTERMEDIATE PROFESSIONAL
STAFF ASSOCIATION

2011-2012

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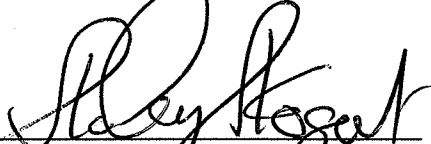
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This Agreement has been approved by the
Ingham Intermediate School District
and the Ingham Intermediate Professional Staff Association


FOR THE DISTRICT:



Superintendent


Date: 9/14/11

FOR THE ASSOCIATION:



President

Date: 9.14.11



Secretary

Date: 9/14/2011

AGREEMENT

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

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

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

This Agreement is entered into on this 17th day of June, 2011 except as otherwise stated, effective July 1, 2011, by and between the Board of Education of the Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter called the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter called the "Association."

ARTICLE 1

RECOGNITION

SECTION 1. INCLUDED EMPLOYEES. The Board recognizes the Ingham Intermediate Professional Staff Association as exclusive bargaining representative pursuant to Act 379, Public Acts of 1965, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all professional personnel under contract with Ingham Intermediate School District including but not limited to the following classifications of employees:

(Classification 1-150)

1. Audiologist
2. Clinician, Secondary Learning Center
3. Consultant, Assistive Technology
4. Consultant, Behavior Management
5. Consultant, Transition, Special Education
6. Coordinator, Early On Services
7. Coordinator, Special Olympics
8. Counselor, , CACC
9. Instructor, Applied Academics/Math, CACC
10. Instructor, Auto Technology, CACC
11. Instructor, CAHEP, CACC
12. Instructor, Collision Repair Technology, CACC
13. Instructor, Computer-Aided Drafting (CAD) & Design, CACC
14. Instructor, Construction Trades, CACC
15. Instructor, Cosmetology, CACC
16. Instructor, Custodial Services, CACC
17. Instructor, Early Childhood, CACC
18. Instructor, Electronics, CACC
19. Instructor, Health Occupations CACC
20. Instructor, Culinary Arts, CACC
21. Instructor, Information Technology, CACC
22. Instructor, LAMP Program, CACC
23. Instructor, Law Enforcement, CACC
24. Instructor, Precision Machining, CACC
25. Instructor, Marketing and Management, CACC
26. Instructor, Histotechnology, CACC
27. Instructor, Medical Technology Careers, CACC
28. Instructor, New Media, CACC
29. Instructor, Secretarial/Clerical, CACC
30. Instructor, Trades and Industry, CACC
31. Instructor, Welding Technology, CACC

32. Occupational Therapist
33. Occupational Therapist, Early Childhood
34. Physical Therapist
35. Physical Therapist, Early Childhood
36. Program Specialist, Special Education, Heartwood School
37. School Nurse, Heartwood School
38. School Psychologist
39. School Social Worker
40. Specialist, Career Planning
41. Specialist, Career Planning and Placement
42. Specialist, Health Occupations
43. Specialist, Health Sciences
44. Specialist, Instructional Support, CACC
45. Specialist, Enrollment, RtI and Transition
46. Specialist, Orientation and Mobility
47. Specialist, Recruitment & Training (JTPA)
48. Speech Pathologist
49. Teacher Consultant, CACC
50. Teacher Consultant, Hearing Impaired
51. Teacher Consultant, Low Incidence Students
52. Teacher Consultant, Physically or Otherwise Health Impaired
53. Teacher Consultant, Students with Autism Spectrum Disorder
54. Teacher Consultant, Visually Impaired
55. Teacher, Adaptive Physical Education
56. Teacher, Early Childhood
57. Teacher, Early Childhood Special Education
58. Teacher, Early Childhood Special Education Classroom Based
59. Teacher, Emotionally Impaired
60. Teacher, Ingham Academy
61. Teacher, Special Education, HWS
62. Teacher, Special Education, MOCI, HWS
63. Teacher, Special Education, SMI, HWS
64. Teacher, Special Education, SXI, HWS
65. Teacher, Special Education, TMI, HWS
66. Teacher, Speech & Language Impaired/Speech & Language Pathologist
67. Teacher, Speech & Language Impaired/Speech & Language Pathologist, Early Childhood
68. Teacher, Speech & Language Impaired/Speech & Language Pathologist, HWS
69. Teacher, Students with Autism Spectrum Disorder

(Classification 151 and above)

151. Accountant, Business Unit
152. Analyst, Database
153. Analyst, Network

154. Analyst, Application Support
155. Assistant, Occupational Therapy
156. Assistant, Physical Therapy
157. Auditor, Pupil Accounting/Attendance Officer
158. Business Liaison
159. Business Unit Accountant – Special Education Finance and Medicaid
160. Business Unit Accountant – Business and Grant Services
161. Business Unit Accountant – Purchasing and Accounts Payable
162. Career Services Advisor
163. Consultant, Administrative Software
164. Consultant, School Improvement – High Priority Schools, School Development Services
165. Consultant, School Improvement and Title I, School Development Services
166. Consultant, , Secondary English Language Arts
167. Consultant, Literacy
168. Consultant, School Development Services, Mathematics and Science
169. Coordinator, Career Assessment
170. Coordinator, Cooperative Acquisitions
171. Coordinator, Curriculum
172. Coordinator, Elementary RtI Implementation, Data and Accountability
173. Coordinator, Positive Behavior Intervention Implementation and Support
174. Coordinator, Secondary RtI Implementation and Transition Services
175. Coordinator, Technology/Media CSTE/CACC
176. Desktop Engineer
177. Early Interventionist
178. Instructional Technologist
179. Network Engineer
180. Parent Educator/Home Visitor
181. Parent Educator
182. Playgroup Specialist, Early On
183. Specialist, Accounting
184. Specialist, ARRA Transition Coordinator/Work-Based Learning
185. Specialist, Career Assessment
186. Specialist, Career Preparation
187. Specialist, Career Preparation, Assessment and LINKS
188. Specialist, Career Transition, TAA/TRA Program
189. Specialist, Communication
190. Specialist, Data Services
191. Specialist, Curriculum & Career Preparation
192. Specialist, Technical Support
193. Specialist, WorkKeys
194. Specialist, Youth Employment – WIA
195. Staff Specialist, Emotionally Impaired Programs
196. Staff Specialist, Planning & Evaluation

SECTION 2. EXCLUDED EMPLOYEES. All supervisory or managerial personnel including, but not limited to, the Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, Supervisors/Foremen, Managers and all non-professionals and all others.

SECTION 3. EXCLUSIVE REPRESENTATIVE. The Board agrees not to negotiate with any employee organization for this bargaining unit other than the Association for the duration of this Agreement.

SECTION 4. MAINTENANCE OF RIGHTS. Nothing contained herein shall be construed to deny or restrict any employee, the Association, or the Board, rights each may have under the laws of the State of Michigan or the United States, or the Constitutions of Michigan and the United States.

SECTION 5. UNIT LEADERS/COORDINATORS. Special Education Unit Leaders shall be selected from employees in the bargaining unit who have exhibited leadership ability, with consideration for their experience and degree attainment. The selection of Special Education Unit Leaders will be made by a recommendation by the appropriate program supervisor in conjunction with the Director of Human Resources and/or Deputy Superintendent. The Board will inform the IIPSA President with an explanation of why the individual was selected.

The Special Education Unit Leaders shall be appointed on an annual basis and shall receive One Thousand (\$1,000.00) Dollars per year additional remuneration for added coordination duties in addition to their professional job descriptions. They are expected to work a minimum of one (1) additional hour per week. No Special Education Leader will evaluate or supervise any bargaining unit professionals. Upon the request of any unit member, evaluation input by the Special Education Unit Leaders may be submitted for consideration.

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

The parties agree that the Coordinator and Unit Leaders are not supervisory employees as defined by the National Labor Relations Act or the Michigan Employment Relations Commission.

SECTION 6. INDIVIDUAL CONTRACTS. Any individual contract executed between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling. The Association shall have the right to review and copy all contracts executed between the Board and an individual employee.

SECTION 7. BARGAINING UNIT WORK. Supervisory, managerial or executive personnel shall not do bargaining unit work except in emergencies and for purposes of demonstration, training of teachers, experimental and research projects.

ARTICLE 2

DURATION

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until the 30th day of June, 2012. If an Agreement on the renewal or modification is not reached prior to the expiration date, then the Articles or Sections shall expire, if the law permits such expiration, and shall not be extended except by mutual written agreement between the parties.

ARTICLE 3

NEGOTIATION PROCEDURES

SECTION 1. BEGINNING DATE. At least by January 15 of the year of expiration of this Agreement, the Association and the Board will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.

If a successor agreement is not reached by 45 days prior to contract expiration, five (5) non-consecutive days of intensive bargaining will be scheduled at an off-site location, like the DeWitt Retreat Center.

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

SECTION 3. SPECIAL CONFERENCES/AMENDMENTS TO AGREEMENT.

- A. A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- B. Special conferences on important matters shall be arranged between the Association President and the Superintendent upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance, whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Every effort will be made to have present at the meeting those individuals who have responsibility or are involved in the area to be discussed.
- C. Upon receipt of a request for a special conference, the parties shall meet within five (5) days thereafter.
- D. At the time of the special conference, the parties will mutually agree to appoint an official note taker and distribution of the official notes of the special conference shall be accomplished within two (2) days following the special conference to all in

attendance at the special conference.

- E. Special conferences will be held upon the call of either party within five (5) days of the request.
- F. Special conferences are not intended to bypass any step of the grievance procedure.
- G. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. Either party may express in writing the desire to change any part of the contract. The respondent shall set up a meeting to resolve the issue or reply in writing stating the rationale for the denial of reopening discussions.

ARTICLE 4

ASSOCIATION SECURITY

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

SECTION 2. DUES/SERVICE FEES. As a condition of employment, each employee in the bargaining unit on or before the thirtieth (30th) day after the effective date of this Professional Agreement, or on or before the thirtieth (30th) day after employment in the bargaining unit, whichever is later, shall tender to the Association either periodic and uniformly required Association dues or, in the alternative, service fees in an amount not to exceed those dues as set forth in the Constitution and Bylaws of the Association.

SECTION 3. CHECKOFF.

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

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

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

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

- B. The Association shall give a copy of the letter sent to the employee and the following written notice to the Office of Human Resources at the end of the ten (10) day period:

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

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

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

SECTION 6. ASSOCIATION DUES AND SERVICE FEE.

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

- D. All checkoff authorization forms shall be filed with the Board's Office of Human Resources which may return any incomplete or incorrectly completed form to the Association's treasurer and no checkoff shall be made until such deficiency is corrected.
- E. The Board shall checkoff only obligations which come due at the time of checkoff and will make checkoff deduction only if the employee has enough pay due to cover such obligations and will not be responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Association.
- F. The Board's remittance will be deemed correct if the Association does not give written notice to the Office of Human Resources, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims, unemployment compensation, suits or other forms of liability arising out of its deduction from employees' pay of Association dues or service fees or in reliance on any list, notice, certification or authorization furnished under this Article. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association. The Board shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

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

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

- A. Association membership dues or service fee.
- B. Staff Personnel Gift and Flower Fund once per year.

- C. Tax Sheltered Annuities as registered with the Business Office. Employees may arrange for a portion of their pay to be withheld to pay the premium on tax sheltered annuities. A limited number of companies are authorized to have their premiums withheld on a payroll deduction basis. Those interested may obtain more information from the Business Office.
- D. United Fund contributions.
- E. Direct deposit of pay to any financial institution that participates in the federal automated clearing-house (ACH) system.
- F. Prorated premiums of Board approved fringe benefits for partial payment contributed by an employee.
- G. IRS Section 125 Flexible Spending Plan allowances.
 - 1. Medical and hospitalization expense reimbursement
 - 2. Dependent care reimbursement programs
 - 3. Health care premiums reimbursement
- H. Any deduction pursuant to this section will be made only after written authorization by the employee for the deduction, and when such authorization is submitted to the employer.
- I. MIP deduction.
- J. Internal Revenue Code (IRC) 457 Savings Plan. The contribution level and other legal mandates will be explained to staff through a meeting and written communication.

ARTICLE 5

HEALTH AND SAFETY

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

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

SECTION 3. HEPATITIS B. The Board will provide Hepatitis B vaccinations, to all employees who provide a signed and written physician's approval to have the immunizations. The District will provide the immunization at no cost to the employee.

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

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

SECTION 5. ON POLICY. The Ingham Intermediate School District will develop a procedure which will permit professional staff members an opportunity for input in proposing, developing, reviewing and recommending practices, policies and procedures which impact upon health and safety in the work environment. To this end, the Board assigns the following duties to the Director for Human Resources:

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

1. IIPSA President; and
2. IIPSA staff through their administrator.

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

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

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

SECTION 6. TRAINING/SUPPLIES. Designated employees will be provided annual bloodborne pathogen training, including universal precaution training, and the District will make available appropriate supplies in accordance with the applicable law.

ARTICLE 6

GRIEVANCE PROCEDURE

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

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

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

SECTION 3. ASSOCIATION INVOLVEMENT IN GRIEVANCES.

- A. There shall be an IIPSA President and four IIPSA Vice Presidents who shall be recognized as official representatives for the Association in grievance procedures. The names of such representatives of the Association shall be furnished in writing to the Superintendent at the beginning of each school year. No such representative shall act on behalf of the Association until the Superintendent has been advised of his/her designation in writing. Any changes in such representatives shall be reported in writing to the Superintendent.
- B. In the event that a member of the grievance committee is a party in interest to any grievance, he/she shall disqualify himself/herself unless the Association as a whole is involved in a grievance.
- C. Any individual employee at any time may file and process a grievance up to Step 2, excluding arbitration, and have the grievance adjusted without the intervention of the Association or its representative, if the adjustment is not inconsistent with the terms of the agreement and provided that the Association or its representatives have been given an opportunity to be present at such adjustment.

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

SECTION 4. GENERAL CONDITIONS. No employee shall be denied the protection of this Agreement nor shall he/she be subject to any disciplinary or discriminatory action solely as the result of submitting a grievance as provided for in this section.

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

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

SECTION 5. GRIEVANCE PROCEDURE. An employee, group of employees or the Association shall hereinafter be referred to as "grievant" for purposes of the procedure hereinafter set forth:

A. STEP ONE

A grievant having a grievance shall, within fourteen (14) days after the grievance becomes known, or reasonably should have become known, submit a written grievance to the grievant's immediate supervisor, if the grievant is an individual. If the Association itself is the grievant, the Association shall commence the procedure at Step One, unless Section 3(D) is applicable. If an employee presents a grievance, at the employee's option, he/she may request the presence of a representative of the grievance committee identified in Section 3(A) of this Article, at such Step One meeting.

Within five (5) days after receipt of the written grievance, the supervisor will discuss the grievance with his/her unit/program cabinet member and will attempt to resolve the grievance within the said five (5) day period by holding a meeting with the grievant and his/her representative. Within five (5) days after the meeting,

the supervisor will render his/her decision in writing, sending a copy to the unit/program cabinet member, the grievant and the Association President.

B. STEP TWO

If the grievance is not resolved at Step One, it may be referred in writing to the Superintendent within five (5) days of receipt of the supervisor's reply. If the Association is the grievant, it may be referred in writing to the Superintendent within fourteen (14) days of the date that the Association became aware of the grievance or should have become aware of it if Section 3(D) is applicable. The Superintendent or his/her designee will attempt to resolve the grievance by holding a meeting with the grievant and/or necessary persons within seven (7) days of receipt of the grievance. A written answer shall be given to the supervisor, unit/program cabinet member, grievant and the Association President within five (5) days after the conclusion of the meeting.

C. STEP THREE

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

SECTION 6. ARBITRATION.

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

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

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

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

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

SECTION 9. GRIEVANCE FORM.

Grievant: _____

Date: _____

Job Classification: _____

Division: _____ Assignment Location: _____

Date of Incident: _____

STEP 1

A grievant having a grievance shall, within fourteen (14) days after the grievance becomes known, or reasonably should have become known, submit a written grievance to the grievant's immediate supervisor, if the grievant is an individual. If the Association itself is the grievant, the Association shall commence the procedure at Step One, unless Section 3(D) is applicable. If an employee presents a grievance, at the employee's option, he/she may request the presence of a representative of the grievance committee identified in Section 3(A) of this Article, at such Step One meeting.

Alleged Provisions Violated: _____

Synopsis of the Facts: _____

Relief Requested: _____

Association Representative's Signature

Grievant's Signature

Receipt Date: _____

Immediate Supervisor's Signature

Within five (5) days after receipt of the written grievance, the supervisor will discuss the grievance with his/her unit/program cabinet member and will attempt to resolve the grievance within the said five (5) day period by holding a meeting with the grievant and his/her representative. Within five (5) days after the meeting, the supervisor will render his/her decision in writing, sending a copy to the Assistant Superintendent, the grievant and the Association President.

Date of Meeting with Supervisor: _____

Supervisor's Response: _____

Supervisor's Signature

Date

Receipt Date: _____

Grievant or Association Rep.'s Signature

STEP 2

If the grievance is not resolved at Step One, it may be referred in writing to the Superintendent within five (5) days of receipt of the supervisor's reply. If the Association is the grievant, it may be referred in writing to the Superintendent within fourteen (14) days of the date that the Association became aware of the grievance or should have become aware of it if Section 3(D) is applicable. The Superintendent or his/her designee will attempt to resolve the grievance by holding a meeting with the grievant and/or necessary persons within seven (7) days of receipt of the grievance. A written answer shall be given to the supervisor, the unit/program cabinet member, grievant and the Association President within five (5) days after the conclusion of the meeting.

Request to Submit Grievance to Superintendent: _____

Signature

Date

Received By

Date

Superintendent's Answer: _____

Signature

Date

Received By

Date

STEP 3

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

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

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

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

SECTION 4. RELEASE TIME. The Association will be credited with one hundred fourteen (114) hours each year, seventy-nine (79) of which shall be used during non-student contact time, and the other thirty-five (35) hours to be used by officers or representatives of the Association with such use to be at the discretion of the Association. Should a substitute be necessary, the Association will pay substitute costs. Arrangements for Association release time shall be made no less than two (2) days in advance, unless the parties mutually agree to waive this advance notice. The Human Resources Department will consider requests to use non-student release hours, for the purpose of Association professional development during student contact time. The Association's President shall endorse requests for the use of Association time.

SECTION 5. EMERGENCY FINANCIAL MANAGER. An Emergency Financial Manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE 8

RIGHTS OF THE BOARD

SECTION 1. SUPREMACY. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

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

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

ARTICLE 9

ASSOCIATION AND EMPLOYEE RIGHTS

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

- A. The right to organize and collectively bargain as provided in Act 379 of the Public Acts of 1965 as amended.
- B. The right to public information as provided in the Freedom of Information Act, which is Act 442 of the Public Acts of 1976; and to information necessary for bargaining as specified in Act 379 of the Public Acts of 1965 as amended.
- C. Civil rights as provided in the Michigan Civil Rights Act, which is Act 453 of the Public Acts of 1976.
- D. The rights provided under the Open Meetings Act, which is Act 267 of the Public Acts of 1976. Included is the right to address the Board at regular meetings at a time established on the Agenda. Such presentations may be limited by the Board to not more than fifteen (15) minutes in duration.
- E. The Board recognizes that individual employees are entitled to all of the provisions of Act 397 of the Public Acts of 1978, as amended, as it pertains to the individual employee personnel files.
- F. The Teacher Tenure Act, Public Act 4, of the Public Acts of 1937, as amended.
- G. The Americans With Disabilities Act of 1990, Codified as 42 USC § 12101-12117, 12201-12213, July 26, 1990; effective July 26, 1992.

The Board and the Association agree to abide by all applicable local, state and federal laws with respect to age, sex, race, creed, color, handicap, sexual orientation, and national origin, in the hiring, placement, salary determination, or other terms or conditions of employment for Professionals employed or to become employed in job classifications covered by this Agreement. The Board and the Association further agree that the Board shall be permitted to take any and all actions necessary to comply with the Americans with Disabilities Act and to avoid

liability under the provisions of said Act. If such actions necessitate violation of a provision of this Agreement, then the parties agree to bargain with regard to the effect of implementing such action on other bargaining unit employees.

- H. FAMILY AND MEDICAL LEAVE ACT OF 1993. It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the employees, those additional benefits will be honored by the District. Where certain employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights. To the extent that leaves of absences are granted under this contract, whether paid or unpaid, it is the intent of the parties that the rights granted hereunder will serve to satisfy the requirements of the Family and Medical Leave Act provisions to the extent applicable by law. All applicants for Family and Medical Leave Act leaves will comply with Board policy. (Refer to Article 18, Section 9, 10).
- I. The Health Insurance Portability and Accountability Act (HIPAA) of 2002, as amended. See Letter of Agreement 2005-14.

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

- A. The facilities of the District shall be available to the Association and its accredited representatives at reasonable times outside the regular working day for the transaction of Association business. The use of the facilities and equipment shall not interfere with normal operations and any expense involved shall be borne by the Association. Activities of the Association shall not take place during regularly scheduled working hours, except for up to six (6) one-hour meetings per year. The Association may use this time for either general meetings or building level meetings at its discretion. The times and dates of general meetings shall be established by agreement between the Association President and Superintendent. The times and dates of building meetings shall be established by agreement between the Association building representative and the building administrator. Employees shall not be excused from student contact responsibilities to attend such meetings.
- B. The Administration shall publish to the employees guidelines for handling confidential student records.

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

SECTION 4. PERSONNEL FILE.

- A. An official personnel file shall be maintained by the Board for each employee in the bargaining unit, and all such files shall be maintained in a centrally located office, under the sole supervision of the Director for Human Resources.
- B. Each personnel file shall have a cover sheet upon which shall be recorded the date and the names of those persons who insert and inspect the material.
- C. At the request of the Board, each employee shall be obligated to see that employment data, such as verification of job experience, transcripts of credits, and records of certification, necessary for initial salary placement and subsequent salary changes or adjustments are on file in the Office of Human Resources. The employee shall be informed on the date of the request that failure to submit the aforementioned data will materially affect their subsequent salary changes or adjustments.
- D. Each employee shall have the right to examine the contents of the employee's own personnel file. The employee shall make an appointment with the Director of Human Resources to examine his/her file. The Director of Human Resources or his/her designated representative, shall be present when the employee examines the employee's file, and, if the employee so desires, the employee may be accompanied by a representative of the Association. If the employee designates in writing that the employee desires a representative of the Association to examine the employee's file in the employee's absence, the designated representative shall be allowed to examine the file.
- E. Employees may request reproductions of materials and the employees' personnel file, provided a reasonable duplication fee is paid by the employee.

SECTION 5. CONSULTING/OUTSIDE EMPLOYMENT. Outside employment which does not interfere with the regular duties of an employee employed by the School District and is not in conflict with the role of the School District employee is considered a personal matter of the employee.

When serving in a professional capacity outside of the District as such, the employee acts individually. Any views or positions stated shall reflect personal opinion and not imply representation of a Board position.

Employees are expected to keep their immediate supervisor informed of outside employment commitments. Should a conflict develop between outside employment and employment with the School District, the employee is expected to cooperate with his/her supervisor in resolving the conflict. The Superintendent shall have the final decision in any conflict resolution necessary to protect the interests of the School District.

ARTICLE 10

CERTIFICATION, AUTHORIZATION, RECRUITMENT, SELECTION, APPOINTMENT AND TRANSFER OF EMPLOYEES

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

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

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

SECTION 3. RECRUITMENT, SELECTION, APPOINTMENT AND TRANSFER. In the recruitment, selection, appointment and transfer to positions within the District, it is the policy of the Board of Education to recruit, select, appoint and transfer from within the ranks of its employees whenever practicable.

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

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

1. The best qualified applicant will be offered the position. The best qualified applicant is determined by taking into account his/her knowledge, skills, ability, and experience as set forth in Article 11, Section 10, of this Agreement.

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

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

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

ARTICLE 11

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

PART A - ALTERNATIVES TO LAYOFF - PROFESSIONAL STAFF

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

SECTION 2. ALTERNATIVES TO LAYOFF - PROFESSIONAL STAFF.
Alternatives to layoff which may be offered to and selected by eligible employees may include:

- A. Voluntary Leave
- B. Job Sharing
- C. Sabbatical Leaves, pursuant to Article 33
- D. Early Retirement, pursuant to Article 23

The intent of this provision is to apply to either (1) employees who, if a voluntary alternative is not selected, would be subject to layoff, or (2) other employees in the same job who would not themselves be subject to layoff, but who, by their selection of a voluntary alternative, utilizing preference based on the employee's seniority, would "save" the job of a fellow employee who would be subject to layoff. An employee who elects job sharing as an alternative, will also be eligible for study with tuition reimbursement, up to a maximum of Two Thousand Four Hundred (\$2,400.00) Dollars per contract year. The Association will pay one-half of all expenses and the Board will pay the other one-half up to the maximum allowed per person.

- A. **VOLUNTARY LEAVE.** An unpaid leave of absence for one school year may be requested as an alternative to staff layoffs for any of the following reasons:

- 1. **STUDY WITH TUITION REIMBURSEMENT.**

- (a) The course of study must be related to the individual's job to the extent that it may clearly be expected to result in an increase in the

knowledge and skills required for the job or another career area.

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

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

2. WORK EXPERIENCE/TRAINING.

- (a) Work experience in another career area.
- (b) Training or course work in another career could be undertaken.

3. CHILD CARE/PERSONAL.

- (a) To care for a family.
- (b) Other personal reasons.

4. PROVISIONS OF VOLUNTARY LEAVE.

- (a) Substitute teaching will be allowed.
- (b) Medical and life insurance benefits may be purchased from the District at cost (one month equals 1/12th year, 20 working days equals a month), subject to the terms of the master insurance contracts. Arrangements and payments of premiums are to be the sole responsibility of the individual making the requests.
- (c) First choice for a leave will be given to those requesting a full year leave. A half-year leave will be considered, providing it could be coordinated with a corresponding leave for the other half-year.
- (d) Upon return from leave, the employee will return to a vacant position for which he/she is certified and qualified.

- B. JOB SHARING. Job sharing is a situation in which the responsibilities of one position are shared equally by two (2) employees, both of whom are fully qualified for the position. Job sharing may be requested under the following conditions:
1. Job sharing is available to two (2) staff members holding parallel positions, who voluntarily agree to work together in sharing one full-time position.
 2. Application will be made jointly and voluntarily.
 3. Each employee will receive fifty percent (50%) of his/her salary for the appropriate step each is on and would share equally one full-time position.
 4. A plan is to be developed jointly and submitted for approval. The plan will include the following:
 - (a) Daily schedule showing hours for each job-sharer.
 - (b) Description of the division of instructional responsibilities and other duties assigned to the position.
 - (c) Description of the division of other responsibilities of the position including but not limited to faculty meetings, parent conferences and contacts, conferences, in-service, evening activities, and committee work.
 - (d) A description of the communication system with parents, informing them about the plan and enlisting their support.
 - (e) A description of how the job-sharing arrangement would be introduced to the students.
 - (f) Identification of which teacher/employee would retain the classroom/position in the event job

sharing is not repeated the following year.

5. PROVISIONS OF JOB-SHARING.

- (a) Full fringe benefits will be provided for each employee on an approved plan.
- (b) Job sharing requests (form) and plans will be submitted for review and recommendation by building principal or immediate supervisor, unit/program cabinet member, and the Director of Human Resources, and Superintendent and Board of Education in that order.
- (c) Plans will be approved for one year only. Teachers would be reassigned to a full assignment at the beginning of the next school year, unless a request is initiated by the teachers and a plan is approved for the next year. Such plans must be submitted within thirty (30) calendar days after receipt of layoff notice.

- 6. Job sharing as an alternative to layoff is subject to annual approval by the Board.

PART B - SENIORITY

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

- A. Continuous service for seniority purposes means, consistent with past practice, length of continuous service in the bargaining unit commencing with the first date for which compensation is paid. Continuous service for the purpose of retirement service credit and appropriate benefits means length of continuous service with the Board.
- B. Seniority continues so long as the employee is continuously employed by the school district. Employees who are off work during the summer vacation or other school vacation periods are considered to be continuously employed if they are under contract

to resume working when school resumes; and employees on an extended contract who are actually working during these vacation periods do not acquire additional seniority credit as a result of such service.

- C. Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement. A layoff shall not interrupt the accumulation of seniority.
- D. Seniority is broken upon the effective date of retirement, resignation, involuntary termination (discharge) and the employee is not reinstated, transfer to a non-bargaining unit position for more than three (3) calendar years, or after layoff for a period equal to the length of the employee's seniority not to exceed three (3) calendar years.
- E. An employee who is granted a leave of absence and upon expiration of the leave of absence voluntarily does not resume service with the Board, shall be treated as a voluntary quit and shall lose seniority.

In the event an employee has indicated his/her willingness to return to work upon expiration of an unpaid leave, but is denied an opportunity to do so because of lack of a vacancy for which he/she is certified and qualified, the employee shall not lose his/her seniority until seniority is broken over a three (3) calendar year period.

An employee who is denied an opportunity to return to work upon expiration of an unpaid leave because of lack of vacancy for which he/she is certified and qualified, will be placed on layoff with attendant rights and benefits. Notwithstanding any provision to the contrary, the provisions of the Teacher Tenure Act shall prevail.

- F. Employees on layoff retain seniority accrued and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed three (3) calendar years from the effective date of the layoff. After that period, seniority is lost.
- G. Employees whose seniority has been broken and who are subsequently re-employed will be considered as new hires.
- H. Part-time employees shall accumulate seniority at a full-time rate.
- I. A copy of the seniority list shall be sent to all bargaining unit members by October 15 of each school year who shall have thirty

(30) days after receipt to bring discrepancies about their seniority date to the Department of Human Resources. The seniority list shall include the names of all bargaining unit members, their certifications achieved, their current job, and their current work location. The Department of Human Resources will meet and confer with the Association to resolve seniority issues. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association President, Secretary and employee involved. Whenever possible, it is the intent of the parties to bring closure to seniority discrepancies within thirty (30) days after receipt by the Department of Human Resources of notice from the affected employee.

- i. If two or more employees share the same seniority date, a lottery will be conducted in the presence of the Association President and by the Director of the Human Resources Department. The first name drawn is the most senior and so on.
- J. An individual presently employed by the Board who has previously belonged to the bargaining unit, and has transferred to another position within the District outside the bargaining unit, shall retain accrued seniority for not longer than 3 calendar years.
- K. Grant employees, who did not accrue seniority under prior master agreements, began to accrue seniority effective August 30, 1982. Current grant employees who had previously accrued seniority in non-grant positions, retroactive to August 30, 1982, had that previously accrued seniority restored and began to accrue additional seniority on August 30, 1982.

SECTION 4. SUPERSENIORITY.

- A. For the purpose of layoff only, the Association's President, Vice President for Career Services and Technical Education, Vice Presidents for Special Education, Vice President for Classifications 151 and Above, Secretary and Treasurer shall be deemed to have greater seniority than other employees in their respective job classifications for the duration of his/her term of office.
- B. For the purpose of layoff only, the Spokesperson and Chairperson for the Association's Negotiation Committee shall be deemed to have greater seniority than other employees in their respective job classifications for the duration of the collective bargaining process.

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with Section 4, the Association agrees to defend such action, at its own expense and through its own counsel. The Association also agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and court costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 4. The Board shall fully cooperate in the defense of such action(s).

PART C - REDUCTIONS IN PERSONNEL

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

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

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

SECTION 7. CONSULTATION WITH THE ASSOCIATION. In the event that the administration determines that multiple layoffs are necessary, it agrees to meet with the Association President and/or representatives to explore alternatives to layoff prior to final recommendation to the Board.

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

SECTION 9. CURRENT INFORMATION. It shall be the employee's responsibility to keep the Department of Human Resources informed of his/her current address, qualifications (including certification, licenses, "highly qualified", and endorsements, etc.) and telephone number. Generally the District begins to evaluate potential layoffs in January. At the time an employee receives a layoff notice, the Board shall provide the employee with a form to be filled out indicating the employee's current address, telephone number, qualifications (including certification, licenses, "highly qualified", and endorsements, etc.) and expected duration of said residence

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

Certification/Endorsements
Tenure status/Qualifications
Seniority

- A. The first criterion is certification. Before laying off any other staff members within the affected certification, those lacking full certification and/or approval according to the Michigan Department of Education standards (including, where applicable, "highly qualified" or similar MDE/federal requirements) are to be laid off.
1. This criterion applies only to employees in positions requiring teacher certification/endorsement or other professional licenses or approvals. For employees in positions not requiring certification/endorsement and/or approval, this criterion may be ignored. The significant variable here is the requirement of the position, and the employee's certification/endorsement/approval in relation to it. Any other types of certification or approval the employee may have are irrelevant in relation to this position.
 2. Vocational instructors holding only annual vocational authorizations are not considered as fully certified in relation to an instructor holding a continuing or provisional teaching certificate in the same discipline.
- B. The second criterion is tenure status. Before any fully tenured professional meeting the first criterion may be laid off, within the affected certification/endorsement, probationary/non-tenured employees within the affected certification/endorsement must be laid off, unless the tenured professional does not possess the

certification/endorsement and qualifications for the position held by the probationary employee.

In the event that tenure status is not applicable, then the second criterion is qualifications. Qualifications where used as a criterion in layoff are defined to include, but not necessarily limited to the following:

1. Appropriate Education
 - (a) Degrees
 - (b) Majors and minors
 - (c) Course work appropriate to the position

Or, in the case of positions not necessarily requiring a degree, or when the degrees are substantially equivalent,

2. Appropriate work experience (in this sequence or preference)
 - (a) Experience in the same position.
 - (b) Experience in the same job classification within this school district.
 - (c) Experience in the same job classification with another employer.
 - (d) Other related work experience.

The recency of the experience and its relevance to requirements of the job shall be factors. Categories (c) and (d) may include work experience outside the field of education where this is appropriate.

3. Other qualifications may be contained in the job description.

The minimum requirements for each job are as defined by relevant certification, licensure or approvals, and the job description. Qualifications are determined as outlined in Article 11, Section 14(B)(3).

- C. The third criterion is seniority. After satisfying the criterion in A and B above, those employees possessing the most seniority within

the District will be retained. Seniority status is not to be confused with status under the appropriate certification or tenure laws, or with salary schedule placement. These are separate variables. No new person shall be employed by the Board while there are employees of the Ingham Intermediate School District who are laid off, unless none of the Ingham Intermediate School District employees on lay off are qualified and certified to fill the vacancy.

- D. The professional occupying the affected position may bump into the lowest position within the District at any work location for which he/she is certified (including highly qualified where applicable), endorsed and qualified and has more seniority than the person who holds that position.
- E. The professional who has been displaced as a result of D shall first fill any open position for which he/she is certified, endorsed and qualified. Second, he/she must bump any non-certificated or probationary/non-tenured person in a position for which he/she is certified and qualified. Third, if no such non-certificated, probationary/non-tenured or open position exists he/she may bump into the lowest position on the seniority list for which he/she is certified and qualified (see example).

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

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

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

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

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

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

- A. An employee who is on layoff or is granted voluntary leave as an alternative to layoff may, at the employee's option, convert his/her unused compensable leave to extend medical and/or life insurance benefits, at the Board's group rate, by utilizing equivalent cash value as computed below:
 - 1. The Board will convert unused compensable leave at the employee's regular hourly rate of compensation.
 - 2. As stated in Article 26, classification 1-150 employees who complete the school year and are laid off are entitled to insurance benefits paid by the Board through August 31 of that year.

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

PART E - RECALL FROM LAYOFF

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

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

SECTION 14. RECALL FROM LAYOFF.

A. **RECALL TO SAME JOB CLASSIFICATION.** Recall from layoff to same job classification will be based on the following criteria in this sequence:

1. **Tenure.** Those employees who are tenured will receive first consideration for positions carrying tenure for which they are certified and qualified. Between tenured employees with equal certification and qualifications as defined below, the senior employee will be recalled first. In the event of a tie in seniority, a lottery shall be conducted in the presence of the Association President and by the Director of Human Resources. The first name drawn will be the most senior and so on.
2. **Certification.** For positions requiring certification, endorsements and/or approvals, employees with the appropriate endorsements, continuing or provisional certification and/or full approvals will receive first consideration. Employees with the appropriate certification and/or temporary approvals will receive second consideration. Employees having only temporary, annual or special certification and/or approvals will only be recalled if no properly certified and/or approved candidates are available to fill the position, as required by the applicable state certification rules.
3. **Qualifications.** "Qualifications," as that term is defined in Section 10(B) and Section 14(B)(3) will be applied.
4. **Seniority.** Other criteria being equal, the senior employee will be recalled first.

B. **RECALL TO DIFFERENT JOB CLASSIFICATION.** Recall from layoff to different job classification will be based on the following criteria in this sequence:

1. **Tenure.** Those employees who are tenured will receive first consideration for positions carrying tenure for which they are certified, endorsed and qualified. Between tenured employees with equal certification and qualifications as defined below, the

senior employee will be recalled first. In the event of a tie in seniority, a lottery shall be conducted in the presence of the Association President and by the Director of Human Resources. The first name drawn will be the most senior and so on.

2. Certification. For positions requiring certification, endorsements and/or approvals, employees with the appropriate continuing or provisional certification and/or full approvals will receive first consideration. Employees with the appropriate certification and/or temporary approvals will receive second consideration. Employees having only temporary, annual or special certification and/or approvals will only be recalled if no properly certified and/or approved candidates are available to fill the position, as required by the applicable state certification rules.
 3. Qualifications. Qualifications are defined as follows. The Director of Human Resources will recommend employees for recall based on qualifications. The Superintendent will be the final judge of the employee's qualifications for particular positions. Qualifications where used as a criterion in layoff and recall situations, are defined in Section 10(B) of this Article.
 4. Seniority. Other criteria being equal, the senior employee will be recalled first.
- C. Employee Status with Regard to Tenure. Employee status with regard to tenure, if applicable, certification, if applicable, endorsements, if applicable, and qualifications are considered frozen as of the effective day of layoff unless the employee, by written notice, notifies the Department of Human Resources of any changes in certification, endorsements, or qualifications. Recall decisions will be made based on criteria which is possessed by the Department of Human Resources at the time of recall.
- D. Recall to District Positions. When vacancies occur in other job classifications, the Department of Human Resources may recall laid off employees within the bargaining unit to open positions, taking into account the necessary certification, endorsements, or other professional licenses, approvals, experience, training and

skills, as well as qualifications and seniority required to fill the vacant position.

- E. Reimbursement Upon Recall. If an employee is laid off at the end of a school year, is recalled before or at the beginning of the next school year, and receives unemployment compensation during the “summer denial period,” the employee’s compensation shall be adjusted during the next school year so that the employee’s adjusted compensation during each year plus the unemployment compensation benefits received shall equal the compensation the employee would otherwise have received during that successive school year.

ARTICLE 12

DISCIPLINARY PROCEDURES

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

SECTION 2. PROGRESSIVE DISCIPLINE.

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

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

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

SECTION 5. PARTICIPANTS IN DISCIPLINARY ACTION MEETINGS.

Employees required by the Board to participate in grievance or disciplinary action meetings during scheduled working hours shall suffer no loss of pay in connection with the loss as a result of participation in such meetings. The Board shall attempt to schedule such meetings outside of scheduled working hours.

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

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

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

A. **Suspension with Pay.** Employees may be suspended from their assignment with pay for the following reasons:

- (1) Investigation of charges against an employee.
- (2) Pending and during trial on criminal charges against an employee.
- (3) Pending and during dismissal proceedings against an employee.

B. **Suspension Without Pay.** Employees may be suspended without pay for disciplinary reasons, subject to the terms and conditions of the Michigan Teacher Tenure Act, when applicable, or the grievance procedure, when applicable.

C. Pursuant to the "School Safety Legislation," MCL 380.1230 et seq, suspension without pay may also occur when the employee's certificate is suspended or revoked by the Michigan Department of Education, following verification of the accuracy of a report of conviction. See <http://www.legislature.mi.gov/>

SECTION 9. TERMINATION.

A. In the case of the discharge of a tenured teacher where the teacher has recourse through the Michigan Teacher Tenure Act, the grievance procedure, Article 6, shall not be applicable.

B. In the case of the discipline, suspension, or termination of a non-tenured employee, such discharge shall be subject to the grievance procedure.

- C. The Board's decision not to re-employ a probationary employee shall be in accordance with the law, and these actions shall not be subject to the grievance procedure or arbitration provisions of this Agreement, but may be actionable through the Michigan Teacher Tenure Act.

SECTION 10. PROLONGED AND/OR RECURRING ABSENCES. It is the intent of the Board and Association to work cooperatively to minimize prolonged and/or recurring absences of employees. For the purposes of this Section, "prolonged absence" refers to a questionable absence from the job for over five (5) consecutive days. "Recurring absence" refers to questionable absences that result in a Professional's need to request unpaid time.

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

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

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

ARTICLE 13

PROFESSIONAL WORKING HOURS

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

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

The professional hours concept refers to professionals (Classification 1-150 only). They shall commence their work day fifteen (15) minutes prior to student contact time and ending their work day no sooner than fifteen (15) minutes after the conclusion of the established student contact time.

The Professional Hours Advisory Board shall be composed of the President of the Association and two designees and the Director of Human Resources and two designees. Each work group shall develop and maintain a plan for flex-time/work schedule adjustment. The plans would be applicable for the duration of the collective bargaining agreement. The Advisory Board will be assembled to hear concerns, questions, or issues raised about the implementation of professional hours.

Any recommendations to change the currently established beginning or ending time of day or any changes which increase or decrease student contact time shall be brought to the attention of the Professional Hours Committee by the program supervisor. Any change in professional working hours, beginning or ending time of day or any changes which increase or decrease student contact time shall be subject to negotiations. Failure to do so will result in no changes occurring until this condition precedent has been met.

SECTION 2. WORK SCHEDULE. Employees assigned to work in local districts are expected to observe the school day and year professional schedule in effect in schools they serve within the limits of the Intermediate District work schedule requirements. If there is a discrepancy between the Ingham Intermediate School District and local school district work schedule requirements, the employees shall bring this to the attention of his/her supervisor.

SECTION 3. REST PERIODS/LUNCH PERIODS. (Classification 151 and above). Employees are permitted to have paid rest periods, up to fifteen (15) minutes in the first half of the work day, and up to fifteen (15) minutes during the second half of their work day. Employees may have a one(1) hour lunch period and/or shorter lunch period.

SECTION 4. LUNCH PERIOD. (Classification 1-150). Employees shall be entitled to a thirty (30) consecutive minute, duty-free lunch period.

SECTION 5. PROFESSIONALS ASSIGNED TO THE COSMETOLOGY PROGRAM. Professionals assigned to the Cosmetology Program shall be scheduled Monday through Saturday, with a mutually agreed upon day off during the week. The work day, including Saturdays, shall be seven one-quarter (7.25) hours for each day assigned. The individual employee contracts for the professionals assigned to the Cosmetology Program shall reflect the additional time worked each day.

Professionals assigned to the Cosmetology Program and who are unable to have a thirty (30) consecutive minute duty-free lunch period shall on Saturday or on a weekday when one professional is working alone as a result of Saturday scheduling will receive in addition to their base salaries extra compensation of one (1) hour at their hourly rates of pay whenever the entitlement of a duty-free lunch period is lost. A timesheet will be submitted for payment.

Additional days worked after the conclusion of the regular school year that are a part of the mandatory Cosmetology requirement will be paid at the regular daily rate of pay. A timesheet will be submitted for payment.

The professionals assigned to the Cosmetology Program shall receive 72.5 hours of sick leave each year. Leave used for one day of absence shall be at 7.25 hours.

SECTION 6. FLEX TIME/WORK SCHEDULE ADJUSTMENT. The Board and the Association recognize that employees have responsibility to pupils and the professional which requires performance of duties that involve expenditure of time beyond that provided in the minimum work day. However, an employee who is scheduled by his/her supervisor and/or local district special education coordinator, and/or appropriate administrator to participate at meetings or conferences or to provide professional services which occur outside his/her regularly scheduled working hours, shall bring this to the attention of his/her supervisor. Prior notice to the employee's supervisor is expected before a work schedule will be adjusted. Itinerants should use accrued adjusted time in a manner that minimizes the impact on student contact time. If students are not in school, there is no impact. Itinerants are encouraged to use accrued adjusted time before holidays or breaks, when school holiday events occur, or if the LEA calendar varies from the IISD. Adjusted time should not be used for vacation time of three consecutive school

days without prior approval from your supervisor. Prior approval is required for use of adjusted work time as personal leave (staff must use 2 and/or 3 personal days prior to using adjusted work time). Staff must give prior notification to supervisor when adjusted work time is used for sick time. Instructional support staff must accrue adjusted work time before using adjusted work time. The supervisor shall adjust the employee's daily work schedule in conformance with Article 13, Sections 1 and 2, above.

ARTICLE 14

PROFESSIONAL WORKING CONDITIONS

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

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

SECTION 3. NON-WORKING DAYS. (Classification 1-150) Employees are entitled to non-working days consistent with non-working days of the districts served. In those cases where an employee serves several districts and the non-working days do not coincide, the Ingham Intermediate District's school calendar will prevail. Non-working days will not in any case exceed nor be less than those of the Ingham Intermediate District's calendar. "Non-working days" include officially recognized holidays, vacation periods, and days before and after the official school year.

SECTION 4. EMPLOYEE SUBSTITUTES. (Classification 1-150) An employee shall not be required to substitute for another employee for a period exceeding five (5) consecutive working days unless by mutual consent.

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

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

The Simultaneous Responsibility committee (SRC), consisting of professionals and Board representatives, have adopted the following:

- A. IIPSA classroom teachers will no longer be asked to cover classrooms other than their own for any extended period of time and itinerant staff will not be asked to take on case load of fellow workers, such as to cover for an extended illness.
- B. The following steps will be taken if a teacher is absent:
 1. A teacher substitute will be secured.

2. If not, then, a paraprofessional/instructional assistant who is qualified to substitute teach or be a substitute teacher is secured.
 3. If not, then an IIPSA member substitutes for the absent teachers.
- C. If an IIPSA member substitutes for an absent teacher, simultaneous responsibility (SR) is in place. The IIPSA member will receive compensation in the form of accrued SR time and/or additional pay for performing simultaneous responsibility. This compensation is in addition to the IIPSA member's regular pay. The rate of pay refers to the teacher substitute rate for either a half day (three hours) or a full day (seven hours).
1. The half-day pay would start when someone works for at least an hour up to a half day.
 2. A full day rate would be for doing the duties for more than a half day and up to a full day.
 3. Accrued SR time may be used for time off, with supervisor approval. No more than two full days of SR time may be used in this manner in one year. For any additional accrued time, see (4) below.
 4. If accrued SR time for substituting is left at the end of the school year, the IIPSA member may either roll it into their sick time or be paid at the substitute teacher rate.
- D. In administering the Simultaneous Responsibility program, the following examples may be used as standards.
1. Support Staff IIPSA Member Substituting for Classroom IIPSA Member. When an IIPSA member substitutes for another IIPSA member, this would be paid at the substitute teacher rate and the rules concerning how they would be paid are outlined in (C) above.
 2. IIPSA Staff Substituting for an Administrator While Still Performing Their Normal Duties. When an IIPSA staff member performs duties for an Administrator when the Administrator is off campus

or when the IIPSA staff member is specifically asked to do administrative duties by the Administrator, the IIPSA staff member will be paid at the substitute teacher rate and the rules concerning how they would be paid are outlined in (C) above.

3. When a Substitute is Hired for an IIPSA Staff Member for Their Classroom and They are Asked to Perform Administrative Duties. The IIPSA staff member would be paid an additional half-day at the substitute rate for working as an Administrator for a full day.
4. When a Substitute is Hired for an IIPSA Staff Member for Their Classroom and They are Asked to Perform Administrative Duties for One-Half Day. When an IIPSA staff member performs duties for an Administrator for one-half day, they will receive 1.5 hours of SR time.
5. When More Than One Instructor Works with the Same Set of Students and One Instructor is Absent. This does not fall under Simultaneous Responsibility and no additional compensation is paid. Examples include New Media and Cosmetology.
If additional assistance is needed due to an extended absence of one of the instructors, the affected instructor may request the need for a substitute which may not be unreasonably denied.
6. When an Itinerant is Absent for an Extended Period of Time and Other Itinerants in the Same Discipline Have a Less Than Full Caseload. The Administrator will meet with Association representatives to develop a plan.

SECTION 6. SHOP RIGHT. In consideration of the compensation and other benefits of employment provided to its employees, the Board of Education of the Ingham Intermediate School District retains ownership of any invention or materials produced by the employee, at the Board's direction and during employment by the Board. The employee will, at any time at the request of said Ingham Intermediate School District, at the expense of the District, execute any patent, copyright, trade name, or trademark papers as well as other such papers that said Ingham Intermediate School District may consider necessary or helpful in the prosecution of applications thereon or which may relate to any litigation or controversy in connection therewith. This

Section shall not apply to any invention or materials produced by an employee on his/her own time and which is not produced under the direction or supervision of the Board or its staff.

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

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

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

Section 1742

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

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

Section 1743

- (1) An Intermediate School Board in providing special education programs and services that were previously provided by a state agency within the Intermediate School District shall, before

employing any additional personnel for purposes of implementing the special education program or service, first employ a person of a state agency whose employment is discontinued because a state agency is discontinuing a special education program or service for which the person was employed.

- (2) Special education personnel employed pursuant to subsection (1) shall be entitled to all the rights and benefits to which they would otherwise be entitled had they been employed by the Intermediate School District originally. The persons shall be entitled to all rights under Act No. 4 of the Public Acts of the Extra Session of 1937 as amended, to which they would have been entitled if employed originally by the Intermediate School Board, except that they may, at the option of the controlling Board, be subject to another probationary period of one (1) year.

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

Section 1766

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

with the new employing school district. The District, through the Director of Human Resources or other designee of the Superintendent, will seek to ensure that the decentralized staff will receive all benefits to which they may be entitled. The District will notify the impacted employees of job vacancies and their bumping rights in order to assist the employee with their decision to be placed with the new employing school district or to remain with the Ingham Intermediate School District.

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

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

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

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

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

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

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

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

SECTION 16. EMPLOYEES' PROTECTION. Any case of employment related assault or battery upon a teacher shall be immediately reported to the teacher's supervisor or in the supervisor's absence, the next level of supervision available and the Employee Protection Committee. The Employee Protection Committee shall develop policies and procedures for reporting and recording assaultive behavior of students to the appropriate agency, such as police agency, protective services, et al. The Employee Protection Committee (EPC) will be utilized to review and develop emergency health and safety processes, protocols and procedures for crisis team, staff, and students including student medical protocols. The EPC will meet (generally outside of student contact time) to continue data-driven decision making and on-going problem solving on issues mutually agreed to be within the scope of the EPC.

Upon written request, the Board will provide independent legal counsel of its choice to advise the teacher of his/her rights and obligations in connection with handling of the incident by law enforcement, judicial authorities and other related rights.

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

SECTION 18. ADMINISTERING MEDICINE. When it is necessary to administer medicine to students during school hours, it shall be administered in accordance with Board Policy #8534, dated April 19, 1983, or as subsequently amended.

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

SECTION 20. PROFESSIONAL MEMBERSHIPS. The District supports the professional growth of its employees by providing up to One Hundred Dollars (\$100.00) to cover the amount of dues required for membership in professional organizations, provided, that no employees shall lose existing professional growth programs that currently exceed the One Hundred Dollar (\$100.00) limit. Employees who desire to participate in membership of an organization must have the approval of their immediate supervisor. An organization for which an employee seeks membership should relate directly to his/her performance responsibilities,

and, as such, provide support and opportunities for strengthening that employee's professional skills. Employees should anticipate their membership costs in budget planning, since approval may depend upon the availability of funds.

SECTION 21. EMPLOYEE ASSISTANCE PROGRAM. The District offers employees and their family members counseling services to help resolve life management issues before they seriously affect personal life and job performance. These services are available to employees and immediate family members without cost. However, where additional services from an outside referral source may be required, the employee would be responsible for any cost not covered by health insurance. All matters are confidential, and no information regarding participation in this counseling is entered into personnel files. Employment and promotional opportunities will not be affected for those employees who utilize the employee service.

ARTICLE 15

SCHOOL YEAR

SECTION 1. SCHOOL YEAR/WORK YEAR/HOLIDAYS.

- A. **Classification 1-150.** The school year for Classification 1-150 shall consist of 185 working days. The following national holidays shall be observed:

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
President's Day
Memorial Day

Professionals working in extended or year round programs/positions have in addition to the national holidays listed above Independence Day (July 4) and New Year's Eve Day.

- B. **Classification 151 and Above.** The offices of the Ingham Intermediate School District close on the following days and the employees are paid, but not expected to report for work. These days are:

Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Thanksgiving Day	New Year's Eve Day
	New Year's Day

When Independence Day falls on Saturday, the offices will close on the preceding Friday.

When Independence Day falls on Sunday, the offices will close on the following Monday.

When the Christmas Day and New Year's Day holidays fall on a Saturday, the office will be closed on the preceding Thursday and Friday. When the Christmas Day and New Year's Day holidays fall on a Sunday, the office will be closed on the preceding Friday and the following Monday. When Christmas

Day and New Year's Day fall on a Monday, the office will be closed on the holiday and the day following.

All full-time employees shall be entitled to receive holiday pay for the above list of holidays. Part-time employees shall be entitled to a pro-rata holiday pay for said holidays. To be eligible for holiday pay, an employee must work or be on an approved paid leave both on the employee's last scheduled work day before and their first scheduled work day following the holiday that occurs during their regular scheduled work year. See Letter of Agreement 2005-15.

SECTION 2. SCHOOL CALENDAR. The Board shall have the authority to set the calendar within the above parameters as it deems necessary in order to coordinate the calendar with those of local school districts as efficiently as possible. A copy of said calendar for each year is attached to the contract as Appendices A (Autism Spectrum Disorder Classroom - Explorer Elementary, Williamston), B (Autism Spectrum Disorder Classroom – Ralya Elementary, Haslett), C (Autism Spectrum Disorder Classroom – Wilkshire Elementary, Haslett) D (Capital Area Career Center), E (Early Childhood Special Education Services – 185 Day Staff), F (Early Childhood Special Education Classroom Based Programs, G (Evergreen Program), H (Heartwood School), I (Ingham Academy), J (Malcolm Williams School), K (Secondary Learning Center), L (Student Support Services Staff), M (St. Vincent Home School). The parties will, as they have in the past, meet and confer in regards to the school calendar.

Staff who have completed their work on the Friday preceding the Monday, last day of school, will not be required to appear on Monday.

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

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

The school calendar shall include three (3) one-half ($\frac{1}{2}$) planning days to be scheduled per year.

The school calendar shall include two (2) one-half ($\frac{1}{2}$) days called Record Days.

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

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

ARTICLE 16

DAILY TRAVEL MILEAGE REIMBURSEMENT

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

SECTION 2. COMPUTATION. For travel within Ingham ISD, reimbursable mileage will be computed on the basis of actual miles logged from employee's first workstop to any other assigned workstop. Each employee shall be responsible for his/her own transportation between home and first workstop of the day and last workstop of the day and home.

For travel outside Ingham ISD, reimbursable mileage will be computed on the basis of actual miles logged, less normal commute miles. Commute miles are the miles between home and the otherwise scheduled first workstop of the day, and between home and the otherwise scheduled last workstop of the day.

EXAMPLES:

Example 1. A staff member is assigned to work in Williamston on Monday and Tuesday and Stockbridge on Wednesday to Friday. The staff member lives in East Lansing and travels to and from his/her place of assignment each day. No mileage reimbursement is allowed.

Example 2. A staff member is assigned to work in Williamston on Monday and Tuesday and Stockbridge on Wednesday to Friday. The staff member lives in East Lansing and travels to and from his/her place of assignment each day except on Tuesday. The staff member travels to his/her place of assignment on Tuesday. The staff member is required to attend a staff meeting at the IISD, Thorburn Education Center at 2:00 p.m. Mileage from Williamston to the IISD is allowed for reimbursement. The staff member then returns home. No mileage is allowed from the TEC to home because the TEC is the last workstop of the day.

Example 3. A staff member is assigned to work in Okemos. The staff member lives in Webberville. Mileage to and from home to Okemos is not reimbursable. However, the staff member is required to attend a staff meeting at the IISD, Thorburn Education Center at 2:00 p.m. Mileage from Okemos to the IISD is allowed for reimbursement. The staff member then returns home. No mileage is allowed from the TEC to home because the TEC is the last workstop of the day.

Example 4. A staff member is assigned to work in Okemos. The staff member lives in Webberville. The staff member must travel 80 miles from home to Grand Rapids to attend a conference. The staff member's regular commute (Webberville to Okemos) is 15 miles. The staff member is eligible for reimbursement of 65 miles each way, which is the total miles of 80 less 15 miles of home to regular first assigned workstop.

Example 5. A staff member lives in Haslett and is assigned to work at the TEC. The staff member works at the TEC in the morning, then travels to the Kellogg Center to attend a meeting which lasts through the end of the day. The staff member then travels home. Mileage reimbursement is from the first workstop, the TEC, to the 2nd workstop, the Kellogg Center. Mileage from the Kellogg Center to home is not reimbursable because the Kellogg Center is the last workstop of the day.

Example 6. A staff member lives in Haslett and is assigned to work at the TEC. The staff member works at the TEC in the morning, then travels to the Kellogg Center to attend a meeting which lasts through mid-day, then returns to the TEC to work the remainder of the day. The staff member then travels home. Mileage is reimbursable from the first workstop, the TEC, to the 2nd workstop, the Kellogg Center. Mileage is also reimbursable from the 2nd workstop, the Kellogg Center, to the 3rd workstop, the TEC. The TEC is the last workstop of the day and mileage home is not reimbursable.

Example 7. A staff member lives in Perry and is assigned to Okemos on Mondays, Wednesdays and Fridays and at White Pine Academy in Leslie on Tuesdays and Thursdays. On Wednesday afternoon the staff member attends an IEP at White Pine. Mileage is reimbursable from Okemos to White Pine in Leslie. Mileage from White Pine to home is not reimbursable since White Pine is the last workstop of the day.

Example 8. A staff member lives in Perry and is assigned to Okemos on Mondays, Wednesdays and Fridays and at White Pine Academy in Leslie on Tuesdays and Thursdays. On Wednesday morning the staff works in Okemos as scheduled, but in the afternoon the staff member attends an IEP at White Pine. Mileage is reimbursable from Okemos to White Pine. The staff member then attends a meeting at Mason High School. Mileage is reimbursable from White Pine, the 2nd workstop, to Mason High School, the third workstop. Mileage after leaving Mason High School is not reimbursable since it is the last workstop of the day

SECTION 3. REIMBURSEMENT RATE. The mileage reimbursement rate shall be the current IRS allowance.

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

SECTION 5. CLAIMS. Claims for mileage and other expense reimbursement shall be made on forms provided by the Business Office and submitted to the immediate supervisor for approval.

SECTION 6. OUT OF STATE TRIPS. On out-of-state trips, the decision whether to authorize travel by private automobile, air or other means will be made based on the most economical means for the School District, taking the employee's time into consideration. If travel by private automobile is authorized, the amount reimbursed shall not exceed the cost of regular airfare, coach class, to the same destination. Should travel to a conference or other school district business be combined with a vacation or other leave, the amount reimbursed shall be based on the mileage to the conference site or location of such school district business via the most public direct road, and the amount reimbursed shall not exceed the cost of regular airfare, coach class, to the same destination.

ARTICLE 17

ABSENCES WITH PAY

SECTION 1. COMPENSABLE LEAVE. At the beginning of each school year, compensable leave shall be awarded according to the following schedule:

44-52 week employees	twelve (12) days per year
40-43 week employees	eleven (11) days per year
Up to 40 weeks	ten (10) days per year

This benefit will be prorated for employees hired after the beginning of the normal contract year. Part-time employees working half-time or more shall have compensable leave prorated to the nearest half-day. Unused portion of compensable leave will be accumulated. The use of compensable leave (sick leave days) will be computed and deducted on an hourly basis.

Professionals (Classification 1-150) who are employed beyond the school year in programs in which they are not required to work shall accrue one-half (½) day (3.5 hours) of compensable leave for each sixty (60) hours of work performed. Unused compensable leave will be credited to the individual's accumulated leave account.

SECTION 2. USE OF COMPENSABLE LEAVE.

- A. Compensable leave hours shall be granted for prescheduled appointments in one-half hour increments for itinerants and all other nonclassroom professionals during the work day. The employee shall give notice of such use to his/her supervisor forty-eight (48) hours in advance.
- B. Professional staff, except as identified above, shall be granted compensable leave hours for prescheduled appointments during student contact time if:
 - 1. Notice of intent is given forty-eight (48) hours in advance, and
 - 2. Compensable leave time (Classification 1-150) may be used during student contact time in the following increments:

One day	=	7.0 hours
One-half day	=	3.0 hours
Hourly	=	if no substitute is needed or available (minimum of one-half hour increments)

- C. Compensable leave may be taken for a medical emergency or illness with administrative approval at any time.
- D. For purposes of this Article, immediate family shall be defined as: mother, father, step-parents, husband, wife, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, step-child, grandparents, grandchild.

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

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

SECTION 4. ADJUSTED TIME/FLEX TIME. Adjusted time/flex time may be accumulated and utilized in accord with the February, 2006 Itinerant Study Group Report, and any subsequent ICIT or Itinerant Study Group findings/recommendations agreed to by the parties as set forth by the respective Professional Work Hours Plans. For further information see Article 13, Section 6 and Article 29, Section 13.

SECTION 5. PERSONAL LEAVE.

- A. Employees shall be provided two (2) days of personal leave per year. Unused leave hours shall be added at the end of the year to the employee's compensable leave account.
- B. An employee who has accumulated a hundred (100) days of compensable leave as of June 30 of any contract year, shall be entitled to an additional one (1) day of personal leave over and above those stated in Section A in the following contract year.

SECTION 6. COMPUTATION OF PERSONAL LEAVE. Personal leave shall be credited in the following manner:

- A. If the employee works the full contract year, two (2) days of personal leave will be granted. For employees employed less than a full contract year, personal leave will be pro-rated on a monthly basis. For example, if an employee is hired December 1 in an IIPSA Classification 1 - 150, the employee would be entitled to 7/10 of 2 days of personal leave.
- B. Part-time contractual employees working half-time or more, shall have personal leave days prorated to the nearest hour.

SECTION 7. USE OF PERSONAL LEAVE. Personal leave may be granted with supervisor approval as follows:

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

SECTION 8. REASONS FOR PERSONAL LEAVE. Personal leave days may be granted and used for:

- A. Any purpose covered by compensable leave.
- B. Personal business that cannot be conducted other than during working hours.
- C. Conferences and workshops related to the employee's job assignment with the Ingham Intermediate School District.

- D. Home or personal emergencies.
- E. Religious holidays.
- F. Personal lobbying activities.
- G. In the event that the employee determines that he/she cannot report for work on a scheduled work day because of the severity of weather conditions, then the employee will be charged for a personal leave day or a compensable leave day if no personal leave is available. If no leave is available then unpaid leave will be charged (see Non-contract Language).

SECTION 9. LIMITATIONS.

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

SECTION 10. WORKER'S COMPENSATION/PHYSICAL ASSAULT--INJURY/ILLNESS. All employees are protected by Workers' Compensation Insurance for work related accidents or illnesses as required by law. All work related injuries, no matter how slight, must be reported by the employee to the Human Resources Office on an accident report form within twenty-four (24) hours of occurrence. In order to be a recipient of the benefits of this Section, an employee or his/her designated representative (inclusive of the bargaining representative) shall submit a worker's compensation claim form within seventy-two (72) hours of the injury/accident unless there are unforeseen events that befall staff. The Office of Human Resources will file all worker's compensation claims after they have been reported.

An injured person is encouraged to be seen by a physician. If this is done, the physician, hospital, pharmacy or other charges are to be billed to the District and sent to the Human Resources Office. Employees are not to use their own health insurance in this situation. If the injury is a result of an assault by a student, the employee is to check with the Human Resources Department for a review of the assault policy.

The IIPSA President will be copied on any Workers' Compensation applications submitted. Further, the IIPSA President will be permitted access to all copies of injury reports concerning IIPSA staff members.

The following shall apply for all work related accidents or illnesses:

A. Physical Assault.

- i. An employee who suffers injury from a physical assault as a result of an employment-related activity shall be paid one hundred (100%) percent of his/her full wages by the District for the period that the employee is absent from work, up to a maximum of forty-five (45) work days.
- ii. After the initial forty-five (45) work day period referred to in (A)(i) above, accrued sick leave, vacation leave or personal leave may be utilized to maintain the difference between the workers' compensation payment and the employee's regular salary or wage, until such compensable leave is exhausted.
- iii. When an employee receives the workers' compensation benefits he/she will reimburse the Board so that the employee's compensation shall not exceed his/her regular weekly pay, as long as payments are received from the District pursuant to (A)(i) and (ii) above.

B. Injury/Illness.

- i. An employee who suffers an injury/illness, except physical assault addressed in (A) above, as a result of an employment-related activity shall be paid one hundred (100%) percent of his/her full wages by the District for the period that the employee is absent from work, up to a maximum of thirty (30) work days. In situations where the alleged injury/illness may not be compensable under worker's compensation, the employee may have to utilize their accrued compensable leave, vacation leave if applicable, or personal leave prior to the determination and if compensable, Section 9 (B)(i)

shall be applied retroactively with full restoration of benefits utilized. If an employee does not have any type of compensable leave, vacation leave or personal leave, they will be paid up to thirty (30) days pursuant to this Section or until they are determined to be ineligible under the worker's compensation laws, whichever occurs first. If they are determined to be ineligible, then Association and Board representatives will meet to determine if the monies should be paid back for all time utilized and/or how the payments will be made for time paid.

- ii. After the initial thirty (30) work day period referred to in (B)(i) above, accrued sick leave, vacation leave or personal leave may be utilized to maintain the difference between the workers' compensation payment and the employee's regular salary or wage, until such compensable leave is exhausted.
- iii. When an employee receives the workers' compensation benefits he/she will reimburse the Board so that the employee's compensation shall not exceed his/her regular weekly pay, as long as payments are received from the District pursuant to (B)(i) and (ii) above.

C. While an employee is receiving workers' compensation benefits, fringe benefits normally received by the employee shall continue for a period of up to one (1) year from the date of injury. The affected employee may then apply to the Catastrophic Disability Committee for the continuation of medical, life, dental and optical up to one (1) additional year through the Catastrophic Illness Committee.

D. Prior to returning to work (if absent for more than two [2] full days), the employee shall present a release from his/her doctor to return to work with any restrictions noted. The District retains the right to refer the employee to a physician of its choice at the expense of the District.

SECTION 11. ABSENCE RESPONSIBILITY. The employee unavailable for work has the following responsibilities:

A. **Classification 1-150**

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

B. **Classification 151 and above**

1. Employees unavailable for work have the following responsibilities:

Employees must call the person designated by his/her building/program administrator to report unavailability for work. This must be done by 8:00 a.m. for those working a regular day time schedule and at least one (1) hour before the normal reporting time of employees operating under other work schedules. Each employee shall, at the time of reporting the absence, state the type of leave being taken and the anticipated length of absence.

SECTION 12. REPORTING OF INJURIES. All work related injuries, no matter how slight, must be reported to the Office of Human Resources within 24 hours. The employee may be referred to a doctor at the expense of the Intermediate School District.

SECTION 13. COMMITTEE ON CATASTROPHIC ILLNESSES. A bipartisan committee has been created to review cases of a staff member who suffers a grievous disability which does not allow that person to work at any employment currently or in the foreseeable future. This person may apply to the committee for continuation of benefits. In turn, the committee will make recommendation to the Superintendent whose decision is final. The process is set forth in Section 13 below. A professional who has exhausted all earned time off leave credits and is on catastrophic approved benefits, shall not accrue compensable leave, personal or vacation leave during the catastrophic benefit period.

SECTION 14. CATASTROPHIC DISABILITY COMMITTEE.

Definition of "Catastrophic". A staff member who suffers a grievous disability which does not allow that person to work at any employment currently or in the foreseeable future.

Recommendations for Review of Catastrophic Disability Cases.

A. Appointment of Ad Hoc Committee.

- i. An Ad Hoc Committee will be designated for each situation where consideration of catastrophic disability is necessary.
- ii. Committee members will include the Human Resources administrator, the supervisor of the involved employee, the IIPSA President and a member designee.

B. Process and Timelines.

- i. Counseling/employee information regarding options, including procedure for requesting approval under catastrophic disability.
- ii. The employee initiates a request for Committee review/recommendation for approval to access catastrophic benefits. This includes consent to obtain physician/medical reports. Request is sent to IIPSA President and Human Resources administrator.
- iii. Based upon the employee involved, the four Ad Hoc Committee members are appointed.
- iv. Committee convenes/reviews guidelines (HR administrator) and deliberates on the employee's situation, including medical information submitted by the employee. If deemed necessary, the Committee may request a second medical opinion.
- v. The Committee "votes" individually, by completing a standard form. This includes each member's recommendation and rationale for approving or not approving the employee's request.

- vi. Within fifteen (15) work days of the employee's request to HR administrator, the Committee's recommendation is sent to the Superintendent, with a copy to the employee.
- vii. If the Committee's vote is split (2-2) or a "no" majority, the employee may request a meeting with the Superintendent to appeal the Committee's recommendation. (If the Committee's vote is majority "yes" employee's meeting with Superintendent is unnecessary.)
- viii. Superintendent reviews the Committee's recommendation and makes a decision to approve/not approve within five (5) work days.
- ix. Benefits start with the Superintendent's approval and may extend up to two (2) years. (The District would pick up medical, life, dental, and optical for the approved time.)*

C. **Committee Actions.**

- i. Discussion of procedures, timelines, examples of prior cases (HR administrator).
- ii. Committee decides whether the employee's physician statement/medical information as submitted provide a sufficient basis for a recommendation. If not, additional medical information may be requested.
- iii. Options for employee/employee advocate presentations to the Committee include: at Committee request (for additional information); at employee's request; or deemed not necessary. An advocate may be appointed to represent the employee if the disability/condition prohibits employee participation.
- iv. Committee deliberations/discussion of case (employee is not present).

- v. Each Committee member completes a form with vote to approve or not approve and rationale (why the case does/does not meet definition of "catastrophic").
 - vi. Review Committee votes and considers possible alternatives for the employee involved (retraining, worker's compensation, LTD, retirement, etc.).
 - vii. Completion of Committee determination and recommendations sent to Superintendent with copy to the employee. (Superintendent's copy includes attachment of individual Committee forms.)
- D. In order to receive catastrophic benefits, the staff member must be a current employee of the Board.

*The time frame parameters need to be defined in terms of employee status, sick bank time, etc.

ARTICLE 18

UNPAID LEAVE OF ABSENCE

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

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

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

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

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

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

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

SECTION 5. MILITARY LEAVE. Leave is granted to any employee called into military service. Application for reinstatement must be made within the time periods established by applicable law.

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

SECTION 7. INSURANCE BENEFITS FOR EMPLOYEES ON LEAVES OF ABSENCE.

A. **On Unpaid Leave.**

1. Health, life, optical, dental. An employee may purchase group insurance upon request for a maximum of twelve (12) months at group rates. After that time there is an option for conversion. If an employee on leave terminates employment or the leave is not renewed, the employee may enroll for COBRA benefits at group rates plus a two (2%) percent administration fee for eighteen (18) months. The premiums must be paid to the school district on or before five (5) days prior to the first of the month for which the premium is being paid. For example, the premium must be paid on or before November 25 for December insurance benefits.
2. LTD is not available while on unpaid leave. It will be reinstated upon return to employment.

3. Liability insurance and workers' compensation covers employees only when actively carrying out the duties of the position on regular paid status.

- B. **On Sabbatical Leave.** All benefits may be retained except workers' compensation and liability insurance. The cost is prorated if the employee is not full time. The employee's share is to be paid in advance to the Business Office.

SECTION 8. FAMILY AND MEDICAL LEAVE ACT. Leaves contained herein shall be subject to the Family and Medical Leave Act where applicable. (See Article 9(1)(H) and FMLA Board Policy 6323.10 set forth in Sections 9 and 10 below, subject to revisions of the Board.)

SECTION 9. BOARD POLICY 6323.10--FAMILY AND MEDICAL LEAVE ACT.

- A. In accord with the Family and Medical Leave Act, the Board of Education will provide up to twelve (12) weeks of unpaid leave to all eligible staff during any twelve (12) month period for one or more of the following reasons:
 1. The birth or care of a child.
 2. The adoption or foster care of a child.
 3. The care of a spouse, dependent child or parent if such individual has a serious health condition.
 4. A serious health condition of the staff member which disables employee from performing the functions of his or her position.
- B. The superintendent will develop administrative guidelines consistent with the Family Medical Leave Act to provide guidance to staff that need to utilize this time.

SECTION 10. BOARD POLICY 6323.10-R(1)--FAMILY AND MEDICAL LEAVE ACT--ADMINISTRATIVE REGULATION. The superintendent establishes this administrative regulation to assist staff in understanding their rights under the Family Medical Leave Act and Board policy. The administrative regulation will be administered through the department of human resources.

The following guidelines are consistent with section 108 of the Family and Medical Leave Act ("Act"); Special Rules concerning employees of local educational agencies.

- A. Pursuant to Board policy a serious health condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider.
- B. Eligible staff means an employee who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the previous 12-month period.
- C. In a case when the superintendent or his/her designee and the staff member agree, such leave may be taken intermittently or on a reduced-schedule leave in the event of the birth, adoption, or foster-care of a child. A staff member has the right, however, to take intermittent or reduced-schedule (half-days) leaves when medically necessary to care for a spouse, dependent child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken.

1. Intermittent Leave or Leave on a Reduced Schedule for Instructional Employees:

- (a) When instructional employees seek intermittent leave in connection with a family or personal illness (e.g., physical therapy or periodic care for a sick relative), and when such leave would constitute at least twenty per cent (20%) of the total number of working days in the period during which the leave would extend, the School District may require the employee to elect to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.

The superintendent or his/her designee may require instructional staff requesting intermittent or reduced-schedule leave for family or personal illness to elect to take the leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the District that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation when the:

- 1. Leave is foreseeable based on planned medical treatment; and

2. Leave constitutes twenty per cent (20%) of the total number of working days in the period during which the leave extends.
- D. If a leave is necessitated by the serious health condition of the staff member or his or her family member, as detailed in Board Policy and is foreseeable based on planned medical treatment, the staff member shall, whenever possible, provide the superintendent with thirty (30) days notice and shall schedule the treatment so as not to disrupt the regular operation of the District.
- E. The Board may require that all accrued paid vacation, medical, sick, or personal leave be used to substitute for the family leave described in this policy. In cases in which the District has employed both husband and wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is for personal illness and illness of a spouse or dependent child.
- F. In the case of a serious health condition of a family member, as detailed in Board Policy, the staff member will provide the superintendent or his/her designee with medical certification from the physician of the staff member or his or her family member, which shall include:
1. The date the serious health condition began.
 2. The probable duration.
 3. Appropriate medical facts regarding the condition.
 4. A statement that the staff member is needed to care for the family member.
 5. An estimate of the amount of time needed for such care.
- G. Whenever the leave is necessitated by the staff member's own health condition, a statement from his or her physician will be required which states that the staff member is unable to perform the functions of the position. Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the superintendent or his/her designee to ensure minimal disruption to the students' program.
- H. The Board reserves the right to obtain, at its expense, the opinion of a second health-care provider and, in the event of conflict, the opinion of a third health-care provider (jointly designated by employer and employee) whose decision shall be binding and final. Prior to returning to work, the staff member shall provide the

District with a statement from his or her physician certifying that the staff member is able to resume responsibilities for his or her position.

- I. At the end of any leave described in this policy, the Board shall restore the staff member to his or her former position or to one that is equivalent in responsibility and compensation. During a family leave, the Board shall maintain the staff member's current coverage under the District's health insurance program, but the staff member shall not accrue any sick leave, vacation, or other benefits during the leave period, unless provided by Collective Bargaining Agreement or other contractual agreement.
- J. The Board is not required by the Act to restore the position of any staff member whose salary is among the highest ten per cent (10%) of those paid by the Board when it deems that such staff member's absence from the District will create a substantial disruption to District operations.
- K. Should the staff member elect not to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the staff member, the staff member shall reimburse the District for the health insurance premiums paid by the District during the leave period.
- L. Rules Applicable to Periods near the Conclusion of an Academic Term
 - 1. As a general rule, employees have the right to be restored to their job when they are ready to return to work. However, because the end of the semester is a critical time for curriculum review, developing final examinations, and evaluating students, the Act includes three special rules for instructional employees seeking to return from leave within the last three weeks:
 - (a) Leave More Than Five (5) Weeks Prior to End of Term:

If the employee begins any category of family and medical leave five (5) or more weeks prior to the end of the semester, and the period of leave is for more than three (3) weeks, then the School District can require an employee seeking to return within the last three (3) weeks to wait until the next semester.
 - (b) Leave Less Than Five (5) Weeks Prior to End of Term:

If the employee begins any category of family and medical leave (except personal sick leave) less than five (5) weeks before the end of the semester and the period of leave is greater than two

(2) weeks, then the School District can require an employee seeking to return within the last two (2) weeks to wait until the next semester.

(c) Leave Less Than Three (3) Weeks Prior to End of Term:

If the employee begins any category of family and medical leave (except personal sick leave) three (3) or fewer weeks before the end of the semester and the period of leave is greater than five (5) working days, the School District may require the employee to wait until the next semester.

M. Restoration to Equivalent Employment Position

1. As a general rule, employees must be restored to an equivalent position and to equivalent conditions of employment. Because school districts may want to assign a returning teacher to a different course, grade level, school building, classroom size, etc., a special rule allows school board policies, practices, and collective bargaining agreements to control reassignment.

ARTICLE 19

JURY DUTY

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

SECTION 2. SUBPOENAS. In the event that an employee receives a subpoena, one of the following courses of action should be taken:

1. Work-related Circumstances. When an employee receives a subpoena related to the ISD, that person is required to be a witness in dispute. The dispute may be a part of special education due process procedures, such as a hearing or arbitration. The dispute may also involve a criminal or civil proceeding in the State or Federal court system. Whatever the nature of the dispute, the person who receives the subpoena will be required to provide information relevant to the dispute.

The employee involved in such a situation should immediately forward to his/her supervisor a copy of the subpoena who will, in turn, notify the division head and Superintendent. Assistance will then be given to the employee in determining his/her responsibilities as a witness directly related to the resolution of the dispute.

2. Student Records. An employee receiving a subpoena for student records should immediately route the subpoena to the division head for determination of action to be taken.
3. Personal Matters. An employee who receives a subpoena related to personal matters should request from his/her immediate supervisor the appropriate amount of compensable time (personal days) needed to address the situation.

ARTICLE 20

SICK LEAVE BANK

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

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

SECTION 3. MEMBERSHIP.

- A. Participation will be on an optional basis only. Participants agree that the decisions of the Executive Board shall be final and binding.

- B. All IIPSA members are eligible to participate in the Sick Leave Bank. Those who desire to participate in the Sick Leave Bank shall do so in the following manner:
 - i. For IIPSA members in Classification 1-150, they must certify to the Human Resources Office at least ten (10) working days before September 15 of each sick bank year, their intent to participate in the Sick Leave Bank.

 - ii. For IIPSA members in Classification 151 and above, they must certify to the Human Resources Office at least ten (10) working days before July 20 of each sick bank year, their intent to participate in the Sick Leave Bank.

 - iii. For new hires and/or newly promoted employees, they must certify to the Human Resources Office at least fifteen (15) working days from their date of hire and/or promotion, their intent to participate in the Sick Leave Bank.

- iv. IIPSA members who do not meet the criteria set forth in (B)(i), (ii), or (iii) above may not participate until the following yearly cycle.
- C. Once admitted, employees may not withdraw their donated sick days, nor their permission to be assessed days during the bank year.
- D. Membership shall be continual, but any employee may choose to end membership by stipulating to that effect in writing to the Human Resources Office at least ten (10) working days prior to September 15 of each Sick Bank year. No days will be assessed against an employee who withdraws, nor shall they be eligible for any further bank benefits from the date of withdrawal. Renewal of membership may be made the following bank year. However, vesting for use shall be one (1) year thereafter.

SECTION 4. ADMINISTRATION.

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

SECTION 5. REPLENISHMENT. On September 15, of each contract year, all participating staff will donate up to one full leave day to be placed in the leave bank. Assessment will be based on (1) the number of days needed to reach a minimum number of 226, and (2) the number of participating employees.

SECTION 6. QUALIFYING PROCEDURES.

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

SECTION 7. LIMITATIONS.

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

SECTION 8. ELIGIBILITY.

- A. A participating employee becomes eligible for benefits of the Sick Leave Bank after the depletion of his/her accumulated sick leave. Following depletion of the employee's sick leave there may be a

waiting period before receiving sick bank benefits. The waiting period will be determined by the number of accumulated sick days that the employee has on September 15 for employees in Classifications 1-150 and July 15 for Classifications 151 and above, of the school year during which the request for sick bank benefits is received by the Association's Sick Bank Committee.

B. The waiting period will be as follows:

Accumulated Sick Leave	Waiting Period
196 or more hours	0 days
175-195 hours	1 day
154-174 hours	2 days
133-153 hours	3 days
112-132 hours	4 days
111 or less hours	5 days

C. Employees receiving sick bank benefits will agree to return to work for a period of not less than sixty days if physically and mentally able to do so. The return to work shall occur as soon as the employee is physically and mentally able, unless an extended leave is granted, in which case the employee will return to work upon termination of the leave.

Employees who terminate their employment for any reason other than physical or mental disability without returning to work will be required to make full restitution to the Association for all monies paid for time taken from the sick bank.

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

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

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

SECTION 9. RESTORATION.

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

ARTICLE 21

SEVERE WEATHER CLOSING/EMERGENCIES

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

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

SECTION 3. FAILURE TO REPORT. In the event that an employee determines that he/she cannot report for work because of weather conditions and the Superintendent does not close the Intermediate District, then the employee will be charged for a personal leave day or a compensable leave day if no personal leave is available. If no compensable leave is available then unpaid leave will be charged. (see Non-contract Language)

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

SECTION 5. ITINERANT STAFF. Staff members assigned to a constituent district program shall report to the Intermediate District if the school district to which they are assigned is closed, and the Intermediate District is open. (see Non-contract Language)

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

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

ARTICLE 22

INSURANCE BENEFITS

SECTION 1. LIFE INSURANCE. Group term life insurance will be provided in the amount of two (2) times the salary with A.D. and D. Benefit, per full-time employee. The premium of the term life insurance policy is paid in full to a life insurance company selected by the Board for the duration of each full-time staff member's employment. This policy shall be convertible to a term policy sponsored by said company upon termination of employment without evidence of insurability. For employees working half time or more, but less than full time, life insurance premium payments shall be prorated.

SECTION 2. HOSPITALIZATION COVERAGE.

PART A 2011-2012 CONTRACT YEAR

Effective in the contract year 2011-2012, the health plan options offered shall be as agreed upon by these parties, following the recommendation of the HCCCC, and subject to the rules of the carriers.

Any plan option with zero (0) participants after open enrollment shall be eliminated unless reinstated by the Health Care Cost Containment Committee.

If there is a plus or minus 10% change in enrollment such that the health insurance carriers change their rates for the 2011-2012 year, then there shall be additional open enrollments as soon as possible.

Commencing with July 1, 2011, the District's monthly health care insurance premium shall not exceed the following amounts:

Single	\$558.74
2 person	\$1,189.87
Family	\$1,268.31

The above amounts were calculated based upon full-time staff members paying 15% of the PHP \$5/10/25 Rx, \$10 Office Visit Plan.

If a full-time staff member selects the PHP \$10/20/30 Rx, \$20 Office Visit Plan, they will pay 10.3% of the premium for 2011-12. If a full-time staff member selects the PHP \$10/25/40 Rx, \$20 Office Visit Plan, they will pay 8.6% of the premium for 2011-12.

Any applicable insurance premium less than the above amounts will be fully paid by the Board and no payroll deductions by Professional Staff will occur. Any applicable insurance

premium more than the above amounts will be subject to employee health care insurance premium contributions via payroll deduction.

For employees working .5 FTE or more but less than full time, the employer contribution shall be prorated for requesting employees. However, in accord with the Early On Special Education Program Decentralization Transition Agreement of July 18, 2002, insurance benefits for part-time employees will include the following without proration:

.6 and above	hospitalization, dental and vision
.5 and below	dental and vision

Options for health insurance coverage for 2012-2013 will be examined by the Health Care Cost Containment Committee as set forth in Section 3 of this Article. Recommendations will be made to the Superintendent and the IIPSA Executive Board as appropriate. Options will be communicated to IIPSA members in Spring, 2012.

PART B - FLEXIBLE SPENDING ACCOUNT

The Flexible Spending Account (FSA) program will be available to employees in each year of the collective bargaining agreement. Commencing on July 1, 2006 the plan year will run July 1 through June 30.

SECTION 3. HEALTH CARE COST CONTAINMENT COMMITTEE. The parties hereby agree to continue to investigate health care cost containment issues, and to maintain, seek and examine quality health care insurance products. The Committee shall be subject to the following provisions:

- A. The Committee shall be comprised of representatives from the Board and the Association.
- B. The Committee shall identify and outline specific measures to contain cost increases while maintaining quality health care for the Professional Staff. The Committee will determine its agenda, process, means of communication to staff, and how it will proceed.
- C. The Association representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing (including travel time).
- D. The Committee may employ an expert or experts, at Board expense, to assist them in their endeavor to contain costs.

- E. The Committee will begin meeting in October each year with follow-up meetings at mutually agreed upon times between the Board and the Association. Minutes of each meeting shall be taken and distributed to Committee members.

Dental benefits may be modified upon the recommendation of the Health Care Cost Containment Committee to the Board and IIPSA.

- F. The Committee's recommendations, if accepted by the Board and the Association, will be implemented. The approved recommendation shall be implemented as soon as practicable.

SECTION 4. LONG-TERM DISABILITY INSURANCE. Long-term Disability Insurance will be provided for all full-time employees working seventeen and one-half (17.5) hours or more per week. This insurance will pay sixty-six and two thirds (66-2/3%) percent of gross salary up to a limit of Six Thousand Two Hundred (\$6,200) Dollars per month in case of disability as a result of sickness or accident. Protection will begin at the end of 90 days following disability and will continue until age 65 or termination of the disability.

SECTION 5. DENTAL INSURANCE. The premium for dental insurance benefits for all full time employees will consist of four classes of service. Classes I and II (diagnostic, preventative, repair and restorative services) have an employer contribution of 90% and an employee contribution of 10%. Class III (replacement of natural teeth) has a 50% co-pay for both the employer and employee. Class I, II, and III benefits combined have a \$1,000 maximum benefit per beneficiary payable in any one year. Class IV benefits (orthodontic) with an employer contribution of 90% and an employee contribution of 10% have a \$1,000 maximum lifetime benefit per beneficiary payable. When this benefit is insured and the underwriting regulations so require, all employees working less than full time, but more than half time are required to enroll for dental insurance and to pay the pro-rated share of the premium payment.

SECTION 6. LIABILITY. Ingham Intermediate School District shall provide liability insurance for all professional employees, insofar as, the liability risk is directly related to employment by Ingham Intermediate School District. It is understood that this protection may be limited at some time in the future by the availability of insurance coverage.

SECTION 7. OPTICAL INSURANCE. The District shall provide MASB Set Ultra-Vision Plan II as previously written and amended, effective November 1, 1985, only to change the standard frames benefit from \$18 to \$33, with all other provisions of Plan II remaining unchanged, or equivalent coverage optical insurance to all full-time employees. All employees working less than full-time, but more than half-time may enroll for optical insurance and pay the pro-rata share of the premium payment.

SECTION 8. WORKERS' COMPENSATION. A staff member is protected while pursuing the duties of his/her office through Worker's Compensation Law. All on-the-job

injuries, no matter how slight, must be reported to the Department of Human Resources by the injured employee within a reasonable time after the injury. Injuries not reported within three months are not subject to later claim. Employees have six (6) months to file claim against a properly reported injury. Under the law, Ingham Intermediate may specify the specific doctor to be used for treatment during the first sixty (60) days of treatment. All claims and inquiries should be directed to the Department of Human Resources.

SECTION 9. SELECTION OF CARRIERS. Except as qualified elsewhere in this Agreement, the Board reserves the right to select all insurance carriers, after notice to and consultation with the Association to change the insurance carrier(s). However, the Board, in selecting the carrier, will provide benefits equivalent to those contained and enumerated herein.

SECTION 10. LIMITATION/ACCESS/REPLACEMENT. The benefits provided are subject to the policy of the insurance carrier. The Board's liability is limited to the payment of premiums as specified above. The Association will have access to the policies or the equivalent information received from the insurance carrier(s) regarding the insurance coverage referred to in this Agreement. In the event the benefits negotiated herein are not available, the Board agrees to immediately notify the Association and enter into immediate collective bargaining for the specific purpose of replacing said benefit(s).

SECTION 11. HOSPITALIZATION COVERAGE ALTERNATIVE.

- A. Employees choosing not to take health insurance will be entitled to a monthly payment of One Hundred Dollars (\$100.00) for single coverage or One Hundred Fifty Dollars (\$150.00) for two person or full family, for which the employee is otherwise eligible at the time of election (full family, two-person or single coverage).

Employees may select an option, via payroll deduction, as those options are set forth in Article 4, Section 8, of this Agreement.

- B. Employees losing medical coverage from another source shall notify the Business Office in time so that the employee and dependents, where appropriate, can be re-enrolled in the health care plan beginning the first day of the month in which alternative insurance is lost.

SECTION 12. FLEXIBLE SPENDING ACCOUNT. Professionals have the option of having pre-tax dollars deducted from their earnings for reimbursement of certain medical and dependent care expenses (see Article 4, Section 8[G]) to a maximum of \$4,000 or \$5,000 respectfully on an annual basis. (see non-contract language for maximum amounts) The Business Office will provide each employee with the information packet which is intended to describe the benefits provided by the Board of Education, and certain other employee

information and is subject to change by the Board of Education in accord with Section 125 of the Internal Revenue Service Code.

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

SECTION 13. OPTIONAL LIFE INSURANCE. Employees have the following optional insurance benefits available to them at their expense:

- A. Additional coverage on the employee.
- B. Coverage of spouse and/or dependent children.
- C. Upon termination, conversion of the District-paid term insurance - up to the face amount of the policy - without the need to provide evidence of insurability. This must be initiated by the employee within thirty-one (31) days of termination.

SECTION 14. PHYSICAL EXAMINATIONS. The Board of Education supports the participation of its employees in systematic physical examinations by covering expenses which might be accrued beyond health insurance coverage. This is applicable in the following manner:

Up to \$150 coverage for an employee's physical examination

The amount to be reimbursed is the actual cost of the employee's examination, including related test procedures. Employees will take advantage of any Board-provided insurance benefits available to cover full or partial costs of the examination before submitting the remaining balance (if any) for reimbursement. Reimbursement will be made upon submission of a receipted bill for the examination according to the Board's regular payment schedule for such billings.

The examination may be conducted by any licensed physician (M.D. or D.O.) selected by the employee. It is recommended that the employee be examined by his/her regular physician.

Employees are not required to disclose the results of the examination, subject to Article 8, Section 2(F); however, employees are encouraged to frankly discuss health conditions which may affect their ability to satisfactorily perform their work with their supervisor, so that consideration may be given to conditions in determining assignments and work load and in evaluating performance.

Effective January 1, 1990, the cost of employer paid physicals will become taxable income. Costs reimbursed by the District may be included on the employees' W-2 tax forms.

SECTION 15. INSURANCE BENEFITS FOR REGULAR PART-TIME EMPLOYEES. Regular part-time employees working half-time or more are eligible for all the Employer-paid insurance programs provided for full-time employees in the same employee group, except that the premium cost will be shared by the Employer and employees pro-rata, based on the ratio of the employee's regular weekly hours to a full work week.

A. For purposes of pro-ration under this Section only:

- i. Full-time is defined as thirty-five (35) or more hours per week.
- ii. Half-time is defined as seventeen and one-half (17½) hours per week.

B. Examples:

- i. Employee regularly works twenty (20) hours per week. Full-time is defined as thirty-five (35) hours per week.

$20/35 = .571$, therefore the Employer pays 57.1% of the premium cost, and the employee pays 42.9%.

- ii. Employee regularly works thirty (30) hours per week.

$30/35 = .857$, therefore the Employer pays 85.7% of the premium cost, and the employee pays 14.3%.

C. This definition of eligibility is subject to the terms and conditions of the applicable master insurance policy between the carrier and the Employer. No employee is insured unless he/she meets the requirements of the policy. The Employer's liability in case of error is limited to the payment of any required premiums.

D. Regular part-time employees working less than half-time are not eligible for insurance benefits.

- E. For purposes of this Section, the number of hours counted are those which the employee is regularly scheduled to work. Additional hours worked on an occasional basis (i.e., reported by time sheets) will not be counted.

ARTICLE 23

RETIREMENT

SECTION 1. RETIREMENT. Having reached the minimum age requirement of the Michigan Teachers Retirement Act and having completed at least ten (10) years of service with the Ingham Intermediate School District, the employee shall be eligible for payment for years of service as set forth in Section 4 of this Article.

SECTION 2. LIMITATIONS. Professionals must submit notice of their intent to retire one hundred twenty (120) calendar days prior to their effective date of retirement. The Board will determine within forty-five (45) calendar days thereafter the employees to be granted payment for years of service in accord with Section 3 of this Article. Any exceptions to the time line will be considered by the Director of Human Resources.

Example 1: School year ends June 30. Employee A who desires to retire would provide notice of intent to retire to the Board President, with a copy to the Human Resources Director, by March 1.

Example 2: The District's insurance benefits will end for staff in classification 1-150 as of June 30, if staff have elected to retire on July 1. For staff retiring on August 1, the District insurance will end on July 31. For Professional staff retiring on September 1, the District insurance will end August 31.

See Appendix P for detailed information of Example 1 and Example 2.

SECTION 3. PAYMENT/YEARS OF SERVICE. A retiring employee with ten years of service as of June 30, 2010 who retires between June 11 and August 31, 2010, shall receive a lump sum payment of five hundred dollars (\$500.00) for each year of service in the Ingham Intermediate School District. A retiring employee with six or more years of service as of August 31, 2010 and who retires after September 1, 2010 shall receive a lump sum payment of Three Hundred Fifty (\$350.00) Dollars for each year of service in the Ingham Intermediate School District up to a maximum of Ten Thousand Five Hundred (\$10,500.00) Dollars. A retiring employee with less than six years of service as of August 31, 2010 and who retires after September 1, 2010 shall receive a lump sum payment of two hundred fifty (\$250.00) dollars for each year of service in the Ingham Intermediate School District up to a maximum of seventy five hundred (\$7,500.00) dollars. Employees hired on or after July 1, 2010 shall not be eligible for this payment.

SECTION 4. BOARD RETIREMENT CONTRIBUTION. The Board shall pay the Michigan Public School Employees Retirement contribution as defined by the legislature.

ARTICLE 24

SPECIAL ALLOWANCES

SECTION 1. ELIGIBILITY. (Classification 1-150) Employees who were employed in the Ingham Intermediate School District in 1976-77 and received an additional allowance generally granted for special certification/approval shall continue to receive a differential of \$300.00. Employees who did not receive the additional allowance in 1976-77 are not eligible for the \$300.00 allowance. Exception: Special Education employees transferred from the Lansing School to the Ingham Intermediate School District in 1978-79 who were receiving \$300.00 salary differential for special certification at the time of transfer shall continue to receive \$300.00 differential consistent with this contract.

ARTICLE 25

VACATION Classification 151 and Above

SECTION 1. TIME OFF DURING WORK YEAR. Professionals included in the bargaining unit on a year round forty-eight (48) weeks and above contract receive twenty-four (24) days vacation annually. Two (2) vacation days must be used between December 25 and December 31 of each year. Employees on less than a full year schedule (less than forty-eight [48] weeks) receive no vacation but have scheduled time off.

If staff are required by their supervisor to work between December 25 and December 31 and they are unable to take one or both days off, then they shall be permitted to carry these days over to be used as any other vacation time.

Two hundred thirty-five (235) day or less employees have time off as arranged with the approval of their immediate supervisor. Normally, this includes two (2) weeks during the winter school vacation, one (1) week during the spring school vacation, and the remaining time during the summer school vacation; but individual exceptions may be made for those employees whose duties make it more convenient to take time off during the year. Such exceptions must be recommended by the immediate supervisor and approved by the Director of Human Resources.

SECTION 2. USE. Vacation time should be requested at least two (2) weeks in advance of intended use, on the form provided by the Human Resources Office for this purpose, and submitted to the immediate supervisor for approval. The supervisor may accept shorter notice at his/her discretion. Summer vacations may require further advance scheduling to coordinate absences during peak use periods.

SECTION 3. MAXIMUM ACCUMULATION. Bargaining Unit members may not have more than 160 hours of accrued vacation time as of June 30, for July 1, accrued dates, or September 30, for October 1, accrued dates, for any given year except where unusual circumstances existed to prohibit the use of allocated vacation time. In such unusual cases, an extension may be granted by Human Resources after a review of all of the circumstances. Notification of leave balances in excess of 160 hours shall be given prior to June 30 of each year.

SECTION 4. PAYMENT OF UNUSED VACATION HOURS. Unused vacation hours earned in accordance with the provisions of this Article will be paid to employees upon termination for any reason.

SECTION 5. VACATION AND HOLIDAYS. Vacation and Holidays for regular part time employees shall be in accordance with Article 22, Section 15.

ARTICLE 26

BENEFIT YEAR

SECTION 1. CONDITIONS. The insurance benefits provided by this Agreement for Classification 1-150 shall be effective from September 1 through August 31, subject to employee health care insurance premium contributions, if applicable, as written in Article 22, Section 2. Employees (Classification 1-150) who complete a full school year of work and those laid off prior to the completion of a full school year of work, who do not find gainful employment elsewhere, will have Board paid insurance benefits continued through August 31 of the corresponding insurance benefit year, subject to monthly employee health care insurance premium contributions, if applicable, as written in Article 22, Section 2.

Employees (Classification 151 and above) who are laid off prior to the completion of their individual contract work year, who do not find gainful employment elsewhere, will have Board paid insurance benefits, subject to monthly employee health care insurance premium contributions, if applicable, through the balance of their individual contract.

In all other cases Board paid insurance benefits, subject to monthly employee health care insurance premium contributions, if applicable, shall terminate with employment.

Employees will certify to the Department of Human Resources, upon layoff, and as a condition of receiving continued insurance benefits, subject to monthly employee health care insurance premium contributions, if applicable, that they will report any gainful employment elsewhere to the Department of Human Resources within ten (10) days of obtaining such employment. Failure to so report will obligate the employee to reimburse the cost of any insurance benefits which the employee is not entitled to under this Section.

Open enrollment for health insurance coverage beginning July 1, shall occur in May.

New rates for all health insurance plan options shall be effective July 1 for all IIPSA bargaining unit members.

Increases or decreases in monthly employee health care insurance premium contributions resulting from the May open enrollment shall be adjusted beginning July 1, for all IIPSA staff who work 43 weeks or more.

Increases or decreases in monthly employee health care insurance premium contributions resulting from the May open enrollment shall be adjusted September 1 for all IIPSA staff who work 42 weeks or less.

For IIPSA staff who work 42 weeks or less, decreases in monthly employee health care insurance premium contributions as a result of the May open enrollment for the subsequent July and August shall be reimbursed on the first payroll in September.

For IIPSA staff who work 43 weeks or more, there is no subsequent reimbursement needed since their monthly employee health care insurance premium contributions begin in July.

For IIPSA staff who work 42 weeks or less, the payment of monthly employee health care insurance premium contribution increases for July and August shall be deducted in the two calendar months that have three (3) pay days between September 1 and June 30. When there are not three pay days in two calendar months, the parties shall promptly meet and designate the two months in which the deductions shall occur. In the year 2011-2012, the increase would be deducted in December 2011 and June 2012. Provided that they make an election in writing before the first payroll of the year, and beginning with the 2008-2009 school year, IIPSA shall also be offered the option of having the entire increase deducted in the single month that has three (3) pays during the school year (December 2011).

Staff who select 21 pays shall decide at the time individual contracts are signed which option to pay monthly employee health care insurance premium contributions for July and August, if any. Options may include nineteen (19) equal payments or one (1) lump sum to be paid in June.

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

PHP	Jan 1 - December 31
BC/BS	Jan. 1 - December 31
Dental	July 1 - June 30
Life Insurance	May 1 - April 30
Optical	July 1 - June 30
LTD	May 1 - April 30
FSA	July 1 - June 30

The benefit claim year is subject to change during the term of this Agreement. Employees will be informed of any changes. New employees (Classification 1-150) who start on the first contract day of a school year are eligible for all insurance coverage effective September 1st. All employees commencing work at a time other than the first contract day of a school year are eligible for benefits on the first day of the month following the month of employment.

SECTION 3. CHANGES IN COVERAGE. Changes in coverage resulting from a change in dependency status (birth, death, adoption, marriage, divorce, etc.) may be made at any time of the year, but must be made within thirty (30) days after the date of change of status. All changes are made through the Business Office. When your child reaches nineteen (19) years of age, you must notify the Business Office to maintain their dependent status as it pertains health, dental and vision coverage.

ARTICLE 27

PROFESSIONAL DEVELOPMENT PROGRAM

PART A - ALL CLASSIFICATIONS

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

During the life of this Agreement, Martin Luther King Day will be utilized by all Professional staff in classification 1-150 for professional development. This does not add to or subtract from the 185-day school year. This paragraph expires June 30, 2007.

SECTION 2. PROFESSIONAL DEVELOPMENT PROCESS.

- A. All professional development plans require approval by the supervisor and the Director of Human Resources or his/her designee prior to initiation of the professional development process.
- B. Successful completion of an approved development plan will be required for:
 - 1. Salary step movement (Section 5).
 - 2. Continuing step increases after Step 15 (Section 6).
 - 3. Horizontal movement on the salary schedule (Article 29, Section 11).
- C. Individual plans for professional development may be coordinated with goal development, when staff members are in the appraisal cycle, with the approval of their supervisor.
- D. All professional development activities outlined in this Article should be directly related to the work assignment or professional development plan.

SECTION 3. DESIGN OF PROFESSIONAL DEVELOPMENT PLANS.

- A. Individual plans for professional development will be initiated by each staff member and will guide the professional activities following the process described in the Professional Development Handbook set forth in Section 7 of this Article.
- B. Plans will include:
 - 1. A statement of goal or goals in performance terms.
 - 2. Action steps.
 - 3. Indicators of goal attainment and means of data collection.
 - 4. Time lines for completion of activities.
 - 5. Support needed.
 - 6. Approval of supervisor and Director of Human Resources.
- C. Section 7 of this Article is the Professional Development Handbook dated July, 2000, which includes an outline of the goals, objectives, professional development units, professional development activities, application and worksheet forms which were promulgated by the Professional Development Committee. The Professional Development Committee shall be responsible for recommending changes in the Professional Development Handbook set forth in Section 7. Any changes recommended by the committee must be mutually agreeable to the Board and Association before such changes may be implemented.

SECTION 4. THE PROFESSIONAL DEVELOPMENT COMMITTEE.

- A. The Professional Development Committee shall consist of five (5) members. Three will be appointed by the Association and two will be appointed by the Board.
- B. The Professional Development Committee will review appeals of staff members regarding decisions rendered by their supervisor or the Director of Human Resources regarding their Professional

Development Plan application or their completed plan. The committee will make recommendations to the Superintendent on changes and appeals. Copies of the recommendations will be sent to the Association President.

SECTION 5. SALARY STEP MOVEMENT. As a condition for continued movement on the salary schedule, (between Steps 1a and 15) professional staff members must complete the requirements for salary step movement as more fully defined in the Professional Development Handbook.

SECTION 6. CONTINUING SALARY INCREASES.

- A. Eligibility for Classification 1-150. An employee who successfully completes a total of one hundred twenty (120) clock hours in two (2) or more years after reaching Step 15 shall be eligible for a continuing salary increase of Eight Hundred Fifty (\$850.00) Dollars per CSI. For example, commencing with July 1, 2007 a staff member having completed the work for six (6) CSI's by August, 2007, shall be eligible to receive \$850.00 for each CSI earned for a total of \$5,100.00 to be added to the 2007-2008 individual employment contract. An employee may be eligible for a continuing salary increase on or after July 1, 2000, if they have completed the 120 clock hours immediately prior to that time. An employee may apply for the continuing salary increase at the end of each subsequent two (2) year period, if he/she should so choose. A maximum of six (6) continuing salary increases may be granted to any one individual employee, subject to Subparagraph (C) below.
- B. Eligibility for Classification 151 and Above. An employee who successfully completes a total of one hundred eighty (180) clock hours in two (2) or more years shall be eligible for a continuing salary increase of Six Hundred (\$600.00) Dollars or two hundred seventy (270) clock hours in two (2) or more years shall be eligible for a continuing salary increase of Eight Hundred Fifty (\$850.00) Dollars per CSI. For example, commencing with July 1, 2007 a staff member having completed the work for six (6) CSI's by August, 2007, shall be eligible to receive \$850.00 for each CSI earned for a total of \$5,100.00 to be added to the 2007-2008 individual employment contract. A maximum of six (6) continuing salary increases may be granted to any one individual employee, subject to Subparagraph (C) below.

- C. Beginning in August, 2004, a new CSI step has been added. The 7th CSI will require a three-year time period set forth as follows: Professional staff identified in Subparagraphs (A) and (B) above who have completed the 6th CSI on or before June/August 15, 2002, will be eligible for the 7th CSI on June/August 2005 with a completed plan. Staff who have completed the 6th CSI on or before June/August 15, 2003, will be eligible for the 7th CSI on June/August, 2006 with a completed plan. Professional staff who have completed the 6th CSI on or before June/August 15, 2004, will be eligible for the 7th CSI on June/August 2007 with a completed plan. Each continuing salary increase of Eight Hundred Fifty (\$850.00) Dollars per CSI will be continued. Continuing salary increases for the first CSI through the 6th CSI may be applied for as professional development is completed at the end of each subsequent two-year period.

The Office of Human Resources will amend the current continuing salary increase correspondence to add continuing salary increase 7. Additionally, the Office of Human Resources will send a separate letter to those Professional staff who have finished with their 6th continuing salary increase, encouraging them to submit a new plan.

- D. Criteria for Qualification. All professional development activities planned and completed under this section must either meet the requirements of continuing salary increase guidelines, as enumerated in the Professional Development Handbook or be developed by the employee with the approval of the Director of Human Resources.
- E. This continuing salary increase is an add-on to the total salary and is not an accumulative change to the base.
- F. Staff who have finished their CSI 7 are encouraged to file a new plan with the Director of Human Resources.

SECTION 7. PROFESSIONAL DEVELOPMENT HANDBOOK.

Introduction. This Professional Development Handbook is intended to help IIPSA members and administrators understand the use of the process for the IIPSA Professional Development Program as prescribed in this Article. This Article and Section replaces the previous document titled Professional Development Handbook dated May 12, 1987. Interested individuals are encouraged to refer to that specific Article for information that may not be included in this document.

Individual Professional Development Plans. Individual professional development plans are required for Salary Step Movement, Continuing Salary Increase, and Horizontal Movement on the salary schedule. All Professional Development Plans require approval by the supervisor and the Human Resources Director **PRIOR** to initiation of the professional development activities. It is recognized that there are many avenues for achieving professional growth. These include *Educational and Supervision Activities, Research, School-Community-Civic Involvement, and other activities.*

Definitions. Actual clock hours will be used for the purposes of measuring these activities and are credited as follows:

- 10 clock hours equals one Continuing Education Unit (CEU)
- 30 clock hours equals one semester hour of credit.

Classifications 1-150

Salary Step Movement (SSM). Refers to movement on the salary schedule between Steps 1a and 15 when 60 clock hours are earned in a two-year time period.

Continuing Salary Increase (CSI). Refers to receiving a salary increase for employees who have reached Step 15 when 120 clock hours are earned in a two-year time period.

Horizontal Movement on the Salary Schedule. Refers to advancement horizontally on the professional salary schedule as compensation for completing course credits or other degree requirements that lead to salary schedule increases in accordance with Article 29.

For Classifications 151 and above

Continuing Salary Increase (CSI). Refers to receiving a salary increase for employees when 180 or 270 clock hours are earned in a two-year time period.

Administration of Professional Development Program. Upon beginning employment with the District or completion of a previous plan, the employee should initiate the development of their next PD plan.

Notification.

Date

_____ Notification of an employee's status regarding professional development will be sent directly to the employee over the summer with their contract. Copies of this notice will be forwarded to the employee's supervisor.

_____ Within the first month of school, informational meetings will be held to inform employees of the Professional Development Program and provide assistance in filling out the necessary forms. *(Dates and times for these meetings will be communicated in the notice received with your contract.)*

_____ Within the first month of school, the supervisors shall notify these employees of their specific responsibilities for qualifying for either SSM or CSI and give the employee a PD application booklet.

Application.

_____ Employees shall complete and turn into their supervisor the two page Professional Development Plan Application and Objective/Goal Worksheet. (Yellow for SSM and pink for CSI.) *Employees who reach the maximum of CSI's are encouraged to continue with an approved PD Plan, which may, subject to additional CSI's, be granted retroactively.*

_____ The application is reviewed by the supervisor and Human Resources Director. If the plan is approved, a copy is returned to the employee and the supervisor. If the plan is not approved, the appeal procedures set forth herein may be implemented.

Plan Completion.

_____ The employee carries out his/her activities, collecting necessary data and documentation. Interim conferences are encouraged between employee and supervisor to provide feedback or allow modification of goals if necessary.

_____ By August 1(June 1 for IIPSA 151 and above) of the year of eligibility for salary advancement, all verification data and documentation of completed activities shall be submitted to the immediate supervisor. Summer term activities, which can be used to complete a plan or initiate a new plan, shall be listed pending verification of completion.

_____ By August 15(June 15 for IIPSA 151 and above), the supervisor will review the completed plan. If approved, the supervisor will sign off and send the plan to Human Resources. If not approved, the supervisor will notify the employee in writing and provide an opportunity to discuss the reasons for disapproval. (See appeal section for next steps.)

_____ By September 1 (July 1 for IIPSA 151 and above), a copy of the approved completed plan will be returned to the employee with an indication of the dates for completion of the next plan.

Appeal Process. The appeal process can be used when an application is not approved or when a completed plan is not approved.

_____ Supervisor Level. Staff members will be notified in writing by their supervisor if their completed plan is not approved and provided an opportunity to discuss the reasons for disapproval.

_____ Human Resources Level. Staff members will be provided the opportunity to meet with the Human Resources Director to discuss reasons for the decision.

_____ Professional Development Review Committee Level. Employees can file an appeal to this decision with the Professional Development Committee within five (5) working days after notification of disapproval by the Human Resources Director.

_____ Final Decision. The Professional Development Committee shall render its written decision on the appeal within fifteen (15) working days after receipt of the appeal. Such decision shall not be grievable. Copies of the decision will be sent to the employee, his/her supervisor, the Human Resources Director and the Association.

Professional Development Activities

I. Educational and Supervision Activities		
Classification 1-150 Clock Hour Maximums	Classification 151 & Above Clock Hour Maximums	Activity
120 Hours	270 Hours	A. Teach or Successfully Complete Coursework at a College or University. Verification, such as a transcript or grade report, must be submitted or letter from college/university indicating course taught time schedule, course duration and credit value. Credit is non-repetitive for same class taught after first year of such activity. [1 semester hour = 30 clock hours]
40 Hours	40 Hours	B. Student Teaching, Graduate Students and Intern Supervision. Function as the supervising teacher/professional to a State Board approved teacher education intern, administrative, or graduate intern.

60 Hours	60 Hours	C. Mentoring. Function as a District-appointed mentor with individuals new to the profession or to IISD. [1 year mentoring = 60 clock hours]
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II. Professional Growth		
Classification 1-150 Clock Hour Maximums	Classification 151 & Above Clock Hour Maximums	Activity
60 Hours	N/A	A. Inservice Training, Workshops, Educational Conferences (outside of student contact hours). Verification for inservice or workshop attendance should include location, dates, and hours attended.
40 Hours	N/A	B. Inservice Training, Workshops, Educational Conferences (during student contact hours). Verification for inservice or workshop attendance should include location, dates, and hours attended.
N/A	270 Hours	C. Inservice Training, Workshops, Education Conferences. Verification for inservice or workshop attendance should include location, dates and hours attended.
20 Hours	20 Hours	D. Auditing a Course. Verification should include a statement from institution or organization stating course title, dates and hours attended.
20 Hours	90 Hours	E. Research and/or Publication of Professional Articles in a Recognized Journal Publication, Professional Publication, or in Book Form (may include joint authorship). Conduct research directly related to professional assignment. Research design activity must be approved by supervisor. Submit a copy of the publication as verification.
40 Hours	90 Hours	F. Presentation at Educational Conference, Workshop, or Seminar. Verification can include a copy of program.

II. Professional Growth		
Classification 1-150 Clock Hour Maximums	Classification 151 & Above Clock Hour Maximums	Activity
40 Hours	90 Hours	G. Planning and Coordinating an Educational Conference, Workshop or Seminar. Verification can include a copy of program.
20 Hours	45 Hours	H. Program Visitations. Verification of dates, program observed, location, implications for job performance or program implementation and sharing information with supervisor and fellow staff members.
60 Hours	90 Hours	I. Work Experience. Complete an approved work experience of sixty (60) hours or more on a work station related to the employee's work assignment. Experiences should include, but are not limited to: acquiring new skills for teaching, participate in application of skills taught, study new trends and development with implications and possible considerations for program. Submission of complete report including verification of dates, job locations, responsibilities, new skills acquired, implications for job performance or program implementation.

III. School-Community-Civic Involvement		
Classification 1-150 Clock Hour Maximums	Classification 151 & Above Clock Hour Maximums	Activity
60 Hours	135 Hours	A. Committee Work on Professional Committees. Membership on professional committees. (Staff who serve on an approved committee shall be eligible to receive up to sixty [60] clock hours for attendance at six [6] meetings per contract year. This obligation can be met by attending six [6] meetings of the same committee or attendance at more than one approved committee adding up to six [6] during the contract year. Attendance at less than six [6] meetings shall be prorated.)
40 Hours	N/A	B. Curriculum Development. Submission of curriculum development material. Verification submitted should identify curriculum material developed; time within which developed; and a statement of the implication and use in work setting. Note: Curriculum development must be coordinated with supervisor. CACC curriculum/development for which the employee receives extra compensation is not eligible.
40 Hours	90 Hours	C. Holding Office of Presidency in Local, State, Region, or National Professional Organization. Verification of office held, calendar year, and organization must be submitted.
20 Hours	45 Hours	D. Holding Office Other than Presidency in Local, State, Region, or National Professional Organization. Verification of office held, calendar year, and organization must be submitted.

III. School-Community-Civic Involvement		
Classification 1-150 Clock Hour Maximums	Classification 151 & Above Clock Hour Maximums	Activity
60 Hours	135 Hours	E. Sponsor of School Clubs or Oversight of Student Work Experience (not a part of job duties) each year. Verification from administrator required.
40 Hours	90 Hours	F. Personal Growth Activities. Activities which, while not job specific, are job related designed to strengthen one's knowledge or skill background, such as Special Olympics volunteer, serving in the absence of an administrator, etc.

IV. Other Activities		
Classification 1-150 Clock Hour Maximums	Classification 151 & Above Clock Hour Maximums	Activity
Variable	Variable	The above listed provisions (I-III) are not all inclusive. A staff member, with the approval of their supervisor, may elect to complete an activity which has not been described herein, but would be satisfactory to receive professional development credit providing the activity relates to improving skills and knowledge of persons engaged in instruction, curriculum development, school management or related education services provided to students.

SECTION 8. PROFESSIONAL DEVELOPMENT PLAN APPLICATION
CONTINUING SALARY INCREASE (CSI) CLASSIFICATION 1-150.

Name _____ Date of Application _____

Position _____

Last CSI Plan Completed _____

Activities for this CSI Plan for Step 1 2 3 4 5 6 7 are due to be completed by August 15,

Supervisor Review ____ Approved ____ Not Approved Signature	Human Resources Review ____ Approved ____ Not Approved Signature
--	---

Summary of Completed Professional Development Activities

Area	Completed Clock Hours
I. Education & Supervision Activities	
II. Professional Growth	
III. School-Community-Civic Involvement	
IV. Other	
Total Clock Hours	

Upon completion of Plan, attach evidence of completion of this form, sign and submit to your supervisor.

Plan Completed: Date _____

Signature of Employee

 Date _____

Signature of Supervisor

 Date _____

Signature of Human Resources Director

Activities for this Plan are complete. Please work with your supervisor to develop your next Plan which can be completed by August _____.

Distribution

Approved Plan Employee (original)
 Supervisor
 Human Resources Department

Completed Plan Employee (original)
 Supervisor
 Human Resources Department

Objective/Goal Worksheet

Time Period _____ to _____

Objective/Goal

Action Plan

Date to Implement

Date of Completion

I. Educational and Supervision Activities

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Educational and Supervision Activities

	Maximum Allowed	Number of Hours Accumulated
I.A.	120 Hours	
I.B.	40 Hours	
I.C.	60 Hours	
	Total Clock Hours	

II. Professional Growth

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Professional Growth Activities

	Maximum Allowed	Number of Hours Accumulated
II.A.	60 Hours	
II.B.	40 Hours	
II.C.	N/A	
II.D.	20 Hours	
II.E.	20 Hours	
II.F.	40 Hours	
II.G.	40 Hours	
II.H.	20 Hours	
II.I.	60 Hours	
	Total Clock Hours	

III. School-Community-Civic Involvement

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of School-Community-Civic Involvement

	Maximum Allowed	Number of Hours Accumulated
III.A.	60 Hours	
III.B.	40 Hours	
III.C.	40 Hours	
III.D.	20 Hours	
III.E.	60 Hours	
III.F.	40 Hours	
	Total Clock Hours	

IV. Other Activities

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Other Activities

Maximum Allowed	Number of Hours Accumulated
Total Clock Hours	

SECTION 9. PROFESSIONAL DEVELOPMENT PLAN APPLICATION SALARY STEP MOVEMENT (SSM) CLASSIFICATION 1-150.

Name _____ Date of Application _____
Position _____

Last SSM Plan Completed _____

Activities for this SSM, making your eligible to move to Step _____ for the school year of _____, are due to be completed by August 15, _____.

Supervisor Review _____ Approved _____ Not Approved Signature	Human Resources Review _____ Approved _____ Not Approved Signature
--	---

Summary of Completed Professional Development Activities

Area	Completed Clock Hours
I. Education & Supervision Activities	
II. Professional Growth	
III. School-Community-Civic Involvement	
IV. Other	
Total Clock Hours	

Upon completion of Plan, attach evidence of completion of this form, sign and submit to your supervisor.

Plan Completed: Date _____ _____
Signature of Employee

 Date _____ _____
Signature of Supervisor

 Date _____ _____
Signature of Human Resources Director

Activities for this Plan are complete. Please work with your supervisor to develop your next Plan which can be completed by August _____.

Distribution

Approved Plan Employee (original)
 Supervisor
 Human Resources Department

Completed Plan Employee (original)
 Supervisor
 Human Resources Department

Objective/Goal Worksheet

Time Period _____ to _____

Objective/Goal

Action Plan

Date to Implement

Date of Completion

I. Educational and Supervision Activities

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Educational and Supervision Activities

	Maximum Allowed	Number of Hours Accumulated
I.A.	120 Hours	
I.B.	40 Hours	
I.C.	60 Hours	
	Total Clock Hours	

II. Professional Growth

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Professional Growth Activities

	Maximum Allowed	Number of Hours Accumulated
II.A.	60 Hours	
II.B.	40 Hours	
II.C.	N/A	
II.D.	20 Hours	
II.E.	20 Hours	
II.F.	40 Hours	
II.G.	40 Hours	
II.H.	40 Hours	
II.I.	20 Hours	
	Total Clock Hours	

III. School-Community-Civic Involvement

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of School-Community-Civic Involvement

	Maximum Allowed	Number of Hours Accumulated
III.A.	60 Hours	
III.B.	40 Hours	
III.C.	40 Hours	
III.D.	20 Hours	
III.E.	60 Hours	
III.F.	40 Hours	
	Total Clock Hours	

IV. Other Activities

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Other Activities

Maximum Allowed	Number of Hours Accumulated
Total Clock Hours	

SECTION 10. PROFESSIONAL DEVELOPMENT PLAN APPLICATION
CONTINUING SALARY INCREASE (CSI) CLASSIFICATION 151 AND ABOVE.

Name _____ Date of Application _____

Position _____

Last CSI Plan Completed _____

Activities for this CSI Plan for Step 1 2 3 4 5 6 7 are due to be completed by June 15,

Supervisor Review _____ Approved _____ Not Approved Signature	Human Resources Review _____ Approved _____ Not Approved Signature
--	---

Summary of Completed Professional Development Activities

Area	Completed Clock Hours
I. Education & Supervision Activities	
II. Professional Growth	
III. School-Community-Civic Involvement	
IV. Other	
Total Clock Hours	

Upon completion of Plan, attach evidence of completion of this form, sign and submit to your supervisor.

Plan Completed: Date _____

 Signature of Employee

Date _____

 Signature of Supervisor

Date _____

 Signature of Human Resources Director

Activities for this Plan are complete. Please work with your supervisor to develop your next Plan which can be completed by June _____.

Distribution

Approved Plan Employee (original)
 Supervisor
 Human Resources Department

Completed Plan Employee (original)
 Supervisor
 Human Resources Department

Objective/Goal Worksheet

Time Period _____ to _____

Objective/Goal

Action Plan

Date to Implement

Date of Completion

I. Educational and Supervision Activities

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Educational and Supervision Activities

	Maximum Allowed	Number of Hours Accumulated
I.A.	270 Hours	
I.B.	40 Hours	
I.C.	60 Hours	
	Total Clock Hours	

II. Professional Growth

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Professional Growth Activities

	Maximum Allowed	Number of Hours Accumulated
II.A.	N/A	
II.B.	N/A	
II.C.	270 Hours	
II.D.	20 Hours	
II.E.	90 Hours	
II.F.	90 Hours	
II.G.	90 Hours	
II.H.	45 Hours	
II.I.	90 Hours	
	Total Clock Hours	

III. School-Community-Civic Involvement

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of School-Community-Civic Involvement

	Maximum Allowed	Number of Hours Accumulated
III.A.	135 Hours	
III.B.	N/A	
III.C.	90 Hours	
III.D.	45 Hours	
III.E.	135 Hours	
III.F.	90 Hours	
	Total Clock Hours	

IV. Other Activities

Activity Category	Activity	Date	Scheduled Time	Contact Hours
			Total Hours	

Summary of Other Activities

Maximum Allowed	Number of Hours Accumulated
Total Clock Hours	

ARTICLE 28

STAFF APPRAISAL

PART A - ALL CLASSIFICATIONS

SECTION 1. PHILOSOPHY.

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

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

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

SECTION 3. THE APPRAISAL PROCESS.

- A. **Appraisal Process for Continuing Staff.** The appraisal process for continuing staff is set forth below (including the necessary forms):

Step One: Staff shall conduct a self-assessment, as well as a review of their professional development goals. (Self-assessment tools will be sought out for various disciplines and will be available through the Human Resources Department.) A summary of these two areas should be included under Step One of the form.

Step Two: For tenured staff, two formal observations will be conducted by their supervisor. These observations will be summarized and attached to the appraisal summary.

Step Three: Staff will develop a Professional Development Plan with supervisor approval. Those opting to not develop a plan will sign off on the appraisal summary as an indication.

Step Four: Staff and supervisor will meet to jointly edit and sign the form indicating completion and date of meeting.

B. IIPSA 1-150 and 151 and Above Continuing Staff Appraisal Form.

Staff Name _____ Date _____

Job Assignment _____ Date _____

Step One - Self Assessment and Review of Professional Development Goals *(Staff Activity)*

Step Two - Formal Observations *(Supervisor Activity for Tenured Staff)*

See formal observation form below.

Step Three - Development of Professional Development Plan (Article 27)

Professional Development plan filed on _____

Employee opts to not file a plan at this time: _____
Employee Signature

The above information was reviewed by both parties on the date indicated below.

Staff

Supervisor

Date

Date

Formal Observations *(All monitoring or observation of the work of a staff member shall be conducted openly and with full knowledge of the staff member.)*

Staff Name _____

Supervisor _____

First Observation _____
Date

Second Observation _____
Date

SECTION 4. OBSERVATION. The Board agrees that all monitoring or observation of the work of a staff member shall be conducted openly and with full knowledge of the staff member.

PART B - CLASSIFICATIONS 1-150

SECTION 5. APPRAISAL PROCESS FOR NEW HIRES. The Board and Association agree that the appraisal process shall consist of those steps and procedures as set forth in the handbook, An Appraisal Plan for Performance Improvement of Professional Staff, (1987 revision) adopted by the Board.

SECTION 6. CORRECTIVE ACTION PLAN. In the event that performance is unsatisfactory, a corrective action plan will be developed in accordance with procedures outlined in the appraisal handbook.

ARTICLE 29

SALARY GUIDE

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

SECTION 2. STEP ADVANCEMENT. After having been placed on the salary schedule, employees will advance on the schedule no more than one step per year. Part-time employees who work at least ninety (90) days during the school year will advance on the salary schedule each year the same as any full-time employee.

SECTION 3. DEGREE ADVANCEMENT. (Classification 1-150) To be eligible for advancement horizontally on the professional salary schedule as compensation for completing course credits or other degree requirements that lead to salary schedule increases in accordance with Article 29, Section 11, all degree requirements and course work must be earned from an accredited college or university, prior to September 1 of the current school year. Transcripts for verification must have been received by the Department of Human Resources no later than November 1 of the current year. Credits or degrees completed after September may be reported to the Department of Human Resources no later than November 1 of the current school year.

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

SECTION 4. PAYMENT. (Classification 1-150) All salaries will be paid biweekly over a twelve month period (26 payments) unless the professional employee indicates in writing before the beginning of the regular school year that the salary shall be paid during the regular school year (21 payments). An employee being paid on a twelve month basis may request in writing to the business office before the beginning of the regular school year that the total unpaid balance be paid off. The payoff will be on the next payroll after the conclusion of the school year. The Board shall have the right to make a final payment in full on the last pay of the school year of any compensation earned by the employee on a grant program, if the employee is notified of same at the beginning of their work year. The initial election may not be modified until the election period prior to the next school year.

SECTION 5. SALARY SCHEDULE STRUCTURE. The structure of the salary schedule matrix for Classification 1-150 (seven degree tracks--ND, ND+, BA, BA+, MA, MA+

and Ph.D., and twelve steps) and the indices of relationships across the schedule (BA, Step 1 = 1.00) will remain as established, except as modified by this Agreement.

SECTION 6. SALARY GUIDE.

2011-12 Salary Guide. Effective July 1, 2011, the salary schedule was renumbered to reflect Steps 1 through 18 for Classification 1-150 and Steps 1 through 13 for Classification 151 and above Pay Grades 1, 2 and 3 and Steps 1 through 12 for Pay Grade 4. There was a 0% increase to the salary schedule and ½ steps were granted. In addition, those not receiving a step increase in 2011-12 will be paid an off-schedule, lump sum payment of \$400 in August 2011 for Classification 151 and above and in September 2011 for Classification 1-150. The lump sum payment will be prorated for part-time staff.

SECTION 7. SUMMER EMPLOYMENT. Summer pay for professionals shall be determined as follows:

Staff members regularly employed by Ingham Intermediate School District, and working in positions other than their regular year schedule (185/200 days for Malcolm Williams School) shall be paid at their regular hourly rate not to exceed MA 11 of the salary schedule for the preceding year, except as outlined in non-contract language.

SECTION 8. JOB TITLES AND GRADES.

- A. The following classifications and grades for Classification 151 and above are those in effect as of July 1, 2000.
- B. The classification and the classification description for each job in effect as shown below shall continue in effect unless:
 - 1. The Board changes the job content (requirements of the job as to training, skill, responsibility and/or working conditions);
 - 2. The existing grade levels are changed by mutual agreement.

GRADE 1

Business Liaison
Career Services Advisor
Specialist, Career Transition, TAA/TRA Program
Specialist, Youth Employment - WIA

GRADE 2

Assistant, Occupational Therapy
Assistant, Physical Therapy
Specialist, Accounting
Specialist, Career Assessment
Specialist, Technical Support
Staff Specialist, Planning and Evaluation

GRADE 3

Accountant, Business Unit
Analyst, Database
Analyst, Network
Analyst, Application Support
Auditor, Pupil Accounting/Attendance Officer
Business Unit Accountant – Special Education Finance and Medicaid
Business Unit Accountant – Business and Grant Services
Business Unit Accountant – Purchasing and Accounts Payable
Consultant, Administrative Software
Desktop Engineer
Early Interventionist
Instructional Technologist
Parent Educator/Home Visitor
Parent Educator
Playgroup Specialist, Early On
Specialist, Communications
Specialist, Technical Support

GRADE 4

Consultant, Literacy
Consultant, Mathematics and Science, School Development Services
Consultant, School Improvement and Title I Consultant, School Development Services
Consultant, School Improvement – High Priority Schools, School Development Services
Consultant, Secondary English Language Arts
Coordinator, Career Assessment
Coordinator, Cooperative Acquisitions
Coordinator, Curriculum
Coordinator, Elementary RtI Implementation, Data and Accountability
Coordinator, Positive Behavior Intervention Implementation and Support

GRADE 4 (continued)

Coordinator, Secondary RtI Implementation and Transition Services
Coordinator, Technology/Media CSTE/CACC
Network Engineer
Specialist, ARRA Transition Coordinator/Work-Based Learning
Specialist, Career Preparation
Specialist, Career Preparation Assessment and LINKS
Specialist, Data Services
Specialist, WorkKeys
Staff Specialist, Emotionally Impaired Programs

SECTION 9. PAY SCHEDULE. (Classification 151 and above)

- A. Employees who work more than forty-two (42) weeks shall be on a twenty-six (26) week pay schedule. Employees working for a forty-two (42) week work year or less shall have the option of selecting either twenty-one (21) or twenty-six (26) week pay schedule. Such selection shall be made at the time of employment for new hires. Once a selection has been made, the employee's pay schedule will remain the same, from year to year unless the employee provides written request for change of pay schedule to the Business Office prior to the end of the employee's scheduled work year. Such change will occur in the following scheduled work year.
- B. Employees who are on a forty-two (42) week work year or less and who have selected the twenty-six (26) week pay schedule may choose to receive their accumulated summer pay in a lump sum on the last payroll of the work year, provided they have notified the payroll department in writing of their choice not later than May 15 of the current year.
- C. This Section may be modified in a way to help employees, consistent with the existing District Practice.

SECTION 10. SALARY SCHEDULE MOVEMENT. (Classification 151 and above) A salary schedule has been established for each pay grade and is attached to and made a part of this Agreement as Appendix O. The schedule establishes regular intervals for pay rate increases until the top rate for the job is reached. Employees having more than six (6) months experience on a step as of July 1 are eligible for advancement. Employees normally receive these increases automatically provided their work is satisfactory. If an employee is denied an

increase, he/she will be told in what respect his/her work is unsatisfactory and what he/she is expected to do to correct it.

SECTION 11. HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE. To qualify for horizontal movement on the salary schedule, the employee must meet the following criteria (see also Article 28, Section 3, Degree Advancement):

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

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

movement on the salary schedule for a degree qualification which is related to his/her work assignment. The decision of the Director of Human Resources shall be final.

SECTION 13. PAID EXTRA ASSIGNMENTS/ACTIVITIES. The District agrees to pay a stipend of Seven Hundred Dollars (\$700.00) to any staff member who acts in the capacity of a student organization advisor and meets the established criteria (to be developed bilaterally). Examples of the programs include, but are not limited to: FBLA, BOEC, HOSA, Skills/USA, DECA, and Motor Sport Team.

In addition to the stipend of Seven Hundred Dollars (\$700.00), staff members who attend the State Leadership or Competition Conference shall be paid an additional stipend of Two Hundred Dollars (\$200.00). Staff members who attend the National Leadership or Competition Conference shall be paid an additional stipend of Two Hundred Dollars (\$200.00).

Staff who serve on an approved committee shall be eligible to receive up to one (1) professional development unit for attendance at six (6) meetings per contract year. This obligation can be met by attending six (6) meetings of the same committee or attendance at more than one approved committee adding up to six (6) during the contract year. Attendance at less than six (6) meetings will be prorated.

Itinerants who perform work in excess of the established work day and accrue adjusted time and are unable to either flex their hours or adjust their work schedules shall be compensated according to the following schedule:

Hours	Stipend
35 Hours or more	\$400.00

Itinerants shall turn in their adjusted time within seven (7) days of the end of the school year either in person or by mail with compensation to be paid by June 30.

Itinerants shall continue to work with their supervisor to keep on-going records.

ARTICLE 30

DEFINITIONS

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

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

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

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

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

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

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

CERTIFIED: Holding the required Michigan teaching certificate.

DEMOTE: Shall mean to reduce compensation or to transfer to a position carrying a lower salary.

DIRECTLY RELATED:

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

EX: Applicant for position as a school social worker would be given experience credit for counseling work with children or families in a private agency.

EX: Applicant for teaching position as instructor in auto body would receive experience credit for paid work experience as an auto body repairman in a repair shop.

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

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

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

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

DISCHARGE: Involuntary termination of employment.

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

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

GRANT PROGRAM: A program funded from sources other than local taxes or state funds appropriated by the legislature. Included are federally funded programs (both directly funded from the federal level and those administered from the state level) and programs funded from private sources (foundations, etc.). Typical characteristics of grant programs are that they require an application and approval for funding, and that the funding is for a limited period of time, and restricted as to purpose.

INSURANCE GROUP RATE: Shall be the cost of insurance to the District charged to the employee on a monthly basis. For cost out purposes one (1) month

equals 1/12 of a year and twenty (20) working days equals one (1) month (aka Board group rates).

INCUMBENT: The employee currently assigned to a position.

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

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

JOB CATEGORY: Synonymous with job classification.

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

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

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

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

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

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

PROBATIONARY EMPLOYEE: An employee who is in one of the following categories:

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

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

SENIORITY: An employee's status based on length of continuous service as defined in Article 11, Section 3.

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

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

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

VOLUNTARY TRANSFER: A change of job which has been requested by either the employee or the Board and approved as provided in Article 10.

ARTICLE 31

VOLUNTARY JOB SHARING

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

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

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

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

4. A description of the communication system with parents, informing them about the plan and enlisting their support.
5. A description of how the job-sharing arrangement would be introduced to the students.
6. Identification of which teacher/employee would retain the classroom/position in the event job-sharing is not repeated the following year, this would be the senior employee unless IIPSA agrees otherwise. If both are equal in seniority, then the job sharers must agree upon who will retain the position or draw lots for it.

E. Provisions of Job Sharing

1. Prorated employee benefits will be provided to each employee on an approved job sharing plan. The employee will pay the balance of any insurance benefits selected by payroll deduction.
2. Job sharing requests (form) and plans will be submitted for review and recommendation by Building Principal or Immediate Supervisor, Division head and Director of Human Resources and Superintendent and Board of Education, in that order.
3. The job sharing plan will be approved for one year only. Teachers would be re-assigned to a full assignment at the beginning of the next school year.
4. In the event of layoff, the terms of this Agreement shall apply.
5. Employees on an approved job sharing plan will be considered on voluntary unpaid leave of absence for the portion of their time when they are not scheduled to work. At the conclusion of the job sharing, the employee who does not retain the position will agree to go on a voluntary unpaid leave of absence until a vacancy occurs for which she/he is qualified. It is understood that the

employee on leave will be re-employed only if there are no other persons on layoff or with prior future claims who are eligible for the same vacancy.

6. Employees on an approved job sharing plan will be considered part-time employees, and will receive credit toward step advancement as provided in Article 29, Section 2.

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

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

Employees who wish to job share for:

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

ARTICLE 32

TUITION REIMBURSEMENT

SECTION 1. TUITION REIMBURSEMENT. The Intermediate Board will reimburse the cost of tuition and fees for courses:

- A. Directly related to the employee's work assignment and required in a full time and part time professional employee's educational program; or
- B. Appropriate subjects related to his/her specialization or discipline; or
- C. With the supervisors agreement and approval of the Director of Human Resources, training, coursework, or work experience in another career could be undertaken with the following conditions:
 - 1. Appropriate course work or training must be approved in advance by administration.
 - 2. Reimbursement is limited to 50% of the actual cost of course work or training fees not to exceed the current cost of resident, graduate, on campus tuition at Michigan State University. New hires placed on the BA, ND and ND+ schedule after July 1, 2010 shall receive 75% of the actual cost of course work or training fees not to exceed the current cost of resident, graduate, on campus tuition at Michigan State University for the first three years of IISD service. No more than six (6) semester credits may be reimbursed in any one (1) year. (Based on actual costs, but no more than the rate of graduate credit at Michigan State University.)
 - 3. Claim for reimbursement will be submitted with expense report after successful completion of the course. A copy of the transcript or grade report showing course credit and evidence of payment of actual cost must accompany submission of claim. (See also Article 29, Section 3, Degree Advancement)

4. No reimbursement will be granted by the Intermediate Board if tuition and/or fees were covered by some other grant or fellowship.
5. Reimbursement shall be pro-rated for part time employees.

ARTICLE 33

SABBATICAL LEAVE

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

- A. The employee must have completed not less than seven years of continuous full-time service before he/she can be a candidate for consideration.
- B. Sabbatical leaves may be granted for research, study, writing, or travel, and they must serve the purpose of the Intermediate District.
- C. Requests for leave must be received in the Office of Human Resources not later than January 15, of the preceding school year.
- D. The employee receives pay equal to one half (1/2) his/her regular salary and he/she retains his/her employment status. The employee may continue benefits and the Board will pay the cost of benefits with proration for less than full time staff the same as during the prior school year.
- E. Following the leave, the employee must return to the Ingham Intermediate District and render a minimum of two consecutive calendar years of satisfactory service. (An employee who takes a sabbatical leave for 1/2 contract year shall be required to render a minimum of one calendar year of satisfactory service).
- F. The employee is required to furnish periodic reports to the administration to demonstrate that all requirements of the leave are being met.
- G. Any employee who fails to meet the conditions of the leave shall, within two years, repay the Ingham Intermediate School District the exact amount paid to him/her in salary and benefits during such leave.
- H. Two sabbatical leaves may be granted each year.

SECTION 2. BOARD POLICY 6224.02-E(1)--APPLICATION FORM FOR SABBATICAL LEAVE. Applications for sabbatical leave must be received in the Human Resources Office not later than January 15 of the preceding school year. Please respond to all items completely, and attach documentation to support the request.

Name _____ Date _____

Position _____

College Degree and Institutions:

Degree	Institution	Year

During current school year (20____), applicant is on Step _____.

Date of original appointment with Ingham Intermediate School District: _____

Dates of previous leaves of absence: _____

Reasons for previous leaves of absence: _____

Specific dates for which leave is requested: _____

Give purpose of sabbatical leave (study, travel, etc):

Program Outline and Description

A. Describe the reasons for the leave and what you expect to accomplish in terms of end product. (Degree, publication, credit hours, etc.)

B. Proposed activities for the leave.

Activity	Time Frame

C. List the specific ways this leave will serve the purpose/goals of the Ingham Intermediate School District:

D. Indicate the reporting system agreed upon with your supervisor. Show nature of report, type of content, time frame, etc.

Signature of Employee

Date

Approvals

A. This request has been reviewed and is accurate and complete. I recommend approval.

Signature of Supervisor

Date

Signature of Division Head

Date

B. This request is not recommended. Reason:

Signature of Supervisor

Date

Signature of Division Head

Date

PLEASE FORWARD TO HUMAN RESOURCES OFFICE.

ARTICLE 34

ATTENDANCE AT CONFERENCES

SECTION 1. ATTENDANCE AT CONFERENCES. Employees may request permission to attend work-related conferences, subject to approval of their immediate supervisor. All allowable expenses including travel, housing, meals and conference fees will be reimbursed, pending approval. Written or verbal reports may be required.

Employees should anticipate their probable conference attendance costs in budget planning, since approvals may depend on the availability of funds.

The conference request should be submitted for each conference attended. Forms are available via purchasing stockroom supplies. Prior to attending the conference, the employee should notify his or her supervisor of their absence and provide a phone number so they can be reached, if necessary.

ARTICLE 35

MENTORING PROGRAM

SECTION 1. DEFINITIONS.

- A. Mentoring: a process that orients, assimilates and supports new or transferred staff.
- B. Mentor: a tenured master teacher, a licensed master practitioner with a minimum of five (5) years of experience, or a qualified professional who voluntarily agrees to assist and support a colleague within the context of an on-going, caring relationship and has demonstrated an ability to work with colleagues.
- C. Protégé: a beginning teacher or Professional employee in Classifications 1-150 and 151 and above who is in their first year of employment at Ingham Intermediate School District or an employee who transferred to a new position.
- D. Client: an adult, child and/or family served by a District Professional (Social Worker, Career Planning and Placement Specialist, Psychologist, etc.).

SECTION 2. MENTORING RELATIONSHIPS.

- A. Probationary teachers employed by the Ingham Intermediate School District who are within the first three (3) years of employment shall be assigned a mentor teacher for the purpose of assisting the probationary teacher's development into an effectively functioning Professional. This is defined by Section 1526, Public Acts 335 of 1992.
- B. Staff in Classification 1-150 who come to Ingham Intermediate School District and have achieved tenure in another Michigan school district or whose certification/licensing is governed by regulations not covered in tenure law (School Social Workers, Psychologists, Occupational Therapists, Physical Therapists, Career Planning and Placement Specialists, etc.) and are new to Ingham Intermediate School District shall be assigned a mentor for one (1) year (the first year) of their employment with the District. Staff in Classification 151 and above, who are either a new employee within the District or who have transferred into Classification 151 and above, shall be assigned a mentor for (1) year (the first year) of their assignment. This shall also include

staff who have transferred into a new position within the same classification.

- C. Under special circumstances, staff described in Section 2(B) above may have their mentoring experience extended to a second year based on a decision made jointly by the program administrator, the mentor, and the protégé, with written notice to the Association President.

SECTION 3. DUTIES OF THE MENTOR.

The mentor shall conduct activities which may include, but not be limited to, the following:

- A. Assist the protégé in a meaningful orientation of the program and School District.
- B. Serve as a resource person to the protégé.
- C. Convene regularly scheduled coaching/strategy sessions related to the development of the protégé's skill repertoire. Session topics by way of example may include but not be limited to such matters as:
 - i. Communicating appropriately with parents regarding student/client progress and behavior.
 - ii. Taking a positive approach to the management of student behavior.
 - iii. Dealing with individual differences and student/client evaluation methods.
 - iv. Successfully integrating special education students in the regular education classroom.
 - v. Managing the paperwork demands of the profession.
 - vi. Working with staff or other agencies in a collaborative manner to provide services to students/clients.
- D. Conduct observations in the beginning teacher's classroom or observations of client interactions with conferencing feedback to follow.

- E. Conduct model teaching in own or probationary teacher's classroom or model best practice with his/her own client with conferencing to follow.
- F. Jointly observe with the beginning teacher in another teacher's classroom or jointly observe with the new Professional another Professional's interaction with clients.
- G. Assisting the beginning teacher in the identification of professional development priorities and opportunities and in writing the Individual Development Plan (Tenure Act Amendment 38.83a and 38.92).
- H. Other forms of support deemed necessary and helpful by the mentor and the protégé.
- I. Upon the request of the administrator/supervisor, make recommendations for professional development.
- J. Complete a log of activity conducted with the protégé.

SECTION 4. QUALIFICATION OF THE MENTOR. A protégé's primary mentor shall be an IIPSA member who either has acquired teacher tenure, is a licensed Professional or a Professional in Classification 151 and above.

For new employees eligible for tenure, the mentor shall have five (5) years successful experience as a teacher. When mentors are not available from existing ranks of IIPSA staff, the District may assign mentors from other sources (retired teachers and staff members, University staff, etc.). Other mentors may be assigned in addition to the primary mentor and such mentors may come from outside the bargaining unit to supplement the mentoring experience (from business and industry, for example).

Only those IIPSA members who have acquired teacher tenure or are licensed Professionals or a Professional in Classification 151 and above, and have expressed a voluntary willingness to serve as a mentor to the IIPSA President and the Director for Human Resources shall be available for assignment as a mentor.

SECTION 5. ASSIGNMENT OF THE MENTOR.

- A. **PROCESS.** The IIPSA President or designee and Director for Human Resources will agree on a pool of available/appropriate mentors after IIPSA members who are interested in becoming mentors submit their letter of interest to both the Director of Human Resources and the IIPSA President. It shall then be the responsibility of the Program Administrator to appoint and inform the mentors and protégés and Human Resources of their assignments within seventy-two (72) hours of reaching the decision.

By the 15th of March each year, Human Resources will send a letter to all IIPSA staff inviting them to serve as mentors. IIPSA staff must respond in writing to the IIPSA President and Director for Human Resources if they are interested in serving as a mentor or continuing as a mentor by the 30th of April. The IIPSA President or designee and the Director for Human Resources shall meet in May to determine the pool for the following year. The pool may be expanded as needed by agreement between the IIPSA President and the Director for Human Resources. This pool shall be used to fill mentor needs across the District. The Director for Human Resources will inform Program Administrators of the pool in June of each year.

- B. **LENGTH OF MENTORING EXPERIENCE.** The mentor assignment shall be for the duration of one year.

Each beginning teacher shall be assigned a mentor teacher annually during the first three (3) years of the probationary teacher's employment as a teacher. At the end of each year the assignments shall be re-evaluated by the Program Administrator and IIPSA to determine what skill-match might be needed for each successive year for tenure eligible new staff to provide the broadest experience necessary for each protégé.

In the case of a first year employee who has attained tenure in another Michigan school district or whose credentials are governed by regulations outside of tenure law, the length of the mentoring experience shall be one (1) year, except as described in Section 2(C) above.

The mentor may request to be relieved of the mentoring responsibility and must inform both the Program Administrator and IIPSA in writing of their request at least two (2) weeks prior to the anticipated end of the mentoring relationship.

The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion. Consequently, both the protégé and the mentor need to be comfortable with the mentor assignment and may request an alternative assignment. The protégé shall be assigned to one mentor at a time unless the protégé specifically requests more than one mentor or a change in mentors. The protégé shall inform the appropriate IIPSA representative of concerns with the mentoring relationship. The Program Administrator shall be informed immediately and work towards resolving those concerns. A new mentor may be assigned.

- C. **ADDITIONAL MENTORS OR PROTEGES.** The protégé shall be assigned to one mentor at a time unless the protégé specifically requests more than one mentor.

While it is not advised, mentors may under special circumstances have more than one protégé in one year. Under no circumstances will more than two protégés be assigned to one mentor in a given year.

SECTION 6. CONFIDENTIALITY OF THE MENTOR/PROTEGE RELATIONSHIP. The mentor/protégé relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the protégé or the mentor.

The mentor shall provide the program administrator with regular updates regarding the progress of the mentoring relationship, and upon the request of the administrator, make recommendations regarding professional development for the new staff.

This does not relieve the mentor from any other reporting responsibilities as defined by law.

SECTION 7. FACILITATING MENTOR/PROTEGE SUPPORT ACTIVITY. Upon the request of the mentor and protégé with the approval of the Program Administrator, the District may provide for the release of the mentor and/or protégé from their regularly scheduled duties when such release is required for the purpose of conducting observations, modeling best practice, and/or other support activities that are to be scheduled while students are in session.

SECTION 8. LOG OF MENTORING ACTIVITY. For purposes of maintaining a record of mentor/protégé support activity, the mentor shall be responsible for maintaining and submitting to the Program Administrator a copy of the mentor/protégé activity log. This must be submitted within seven (7) calendar days of the last scheduled day of work during the academic year or seven (7) calendar days following the completion of the one year mentoring experience.

SECTION 9. SUGGESTED HOURS. Hours of mentoring support activity shall be recorded on the log of mentor/protégé support activity. This record shall include activities that occur both during and outside of the regular work day. It is suggested that the following hours be used as a guideline when planning mentoring activities outside of the regular work day:

1 st year:	24 hours
2 nd year:	18 hours
3 rd year:	15 hours

SECTION 10. COMPENSATION. Mentors will be compensated at the rate of Five Hundred Seventy Five (\$575.00) Dollars per year for one mentor relationship for time spent as hours which shall occur before, during and/or after the mentor's scheduled work day. Payment will be received in June of each year, after receipt of the approved mentor/protégé activity log, submitted within seven (7) calendar days of the last scheduled day of work during the academic year or seven (7) calendar days following the completion of the one year mentoring experience or prorated to reflect an assignment that was less than one year in length.

Any mileage shall be reimbursed at the current IRS rate during the time of the assignment. This shall be submitted monthly.

In addition, the mentor may earn up to 1 SB-CEU per year for serving as a mentor.

SECTION 11. TRAINING. In order to be eligible for a mentor assignment, staff shall attend training sessions when required by the Director of Human Resources.

Training will be offered two times each year. Training specific to working with new teachers eligible for tenure will be offered within the first (6) weeks of the academic year.

SECTION 12. CONFLICT RESOLUTION. Any disputes and/or conflicts which arise concerning this Article shall be submitted to the Director for Human Resources.

SECTION 13. LOG OF MENTORING ACTIVITY. For purposes of maintaining a record of mentor/protégé support activity, the mentor shall be responsible for maintaining and submitting to the Program Administrator a copy of the Mentor/Protégé Support Activity Log, as set forth below. This shall be submitted within seven (7) calendar days of the last scheduled day of work during the academic year or seven (7) calendar days following the completion of the one year mentoring experience.

Mentor/Protégé Support Activity Log

Protégé

Program Assignment:

School Year:

Mentor:

Date of Activity	Nature/Purpose of Activity*	Contact Hours	Before, During, After Work Hours	Mentor Initials	Protégé Initials

*Support Activities: List number of the support activity description that best fits the nature and purpose of the activity you are recording.

1)	Observation of protégé	6)	Orientation session for protégé
2)	Observation of mentor's classroom or interaction with client/parent by protégé	7)	Regularly scheduled coaching/strategy session on skill improvement
3)	Observation by mentor and protégé in another classroom or client session	8)	Consultation concerning professional development priorities for the protégé
4)	Mentor model teaching or model practicing in the protégé's classroom or with protégé's client	9)	Feedback conference resulting from observations and other visits
5)	Consultation session on protégé's questions	10)	Other forms of support

APPROVAL:

Program Administrator: _____ Date: _____

Human Resources: _____ Date: _____

Forward to Business Office on: _____

ARTICLE 36

PROCEDURE FOR CLASSIFICATION REVIEW

SECTION 1. INITIATION OF REVIEW. Reclassification of an existing job can be initiated by the Employer or the employee. Employees will be limited to one reclassification request per year unless the job description is revised during the year.

SECTION 2. PROCEDURE.

- A. If a supervisor and/or employee believe the duties of the position have changed, so that the position may not correctly be placed under the Wage and Compensation System, either party may seek a review of the position in writing to the Human Resources Director with a copy to the Association.
- B. The employee and supervisor will update the General Summary, Duties and/or Responsibilities (where appropriate) of the job description. Once there is an agreement between the supervisor and the employee of the changes to the job description, it will be submitted to the unit/program cabinet member for review. The completed job description will be forwarded to the next step of this procedure within fifteen (15) working days from the date of the written request to seek classification review.

If there is no agreement between the supervisor and the employee of the changes to the job description, the employee may opt to proceed to the next level if he/she so desires. In that event the unit/program cabinet member, the supervisor and the Director of Human Resources shall review both job descriptions in accord with the Wage and Compensation Plan.

The unit/program cabinet member, the supervisor, and the Director of Human Resources will review the revised job description and make a decision within fifteen (15) working days on an appropriate grade placement pursuant to the Wage and Compensation Plan. The employee and an Association representative, if requested, shall be provided an opportunity to meet with the review committee. The decision of the committee will be final and will set forth the point factors assigned to the job and the reasons therefore.

- C. The decision will be reported to the incumbent in the position and the Association President. If the decision will result in an upgrade of the position, the requested upgrade will be taken to the Board of Education for approval and will be implemented as of the first pay period after the initial request for reclassification review was made.

in (A) above. If the review determines that the position is overclassified, no action will be taken.

- D. If at any step in the process the scheduled time frame cannot be met by the responding party for good reason, an extension of not more than one equal time period can be utilized by informing the incumbent, the District and the Association, as applicable.

SECTION 3. COMPENSATION SYSTEM TEST. The ultimate test of a good compensation system is that there will be perceived equity; that is, that the employee whose wages and benefits are regulated by the system will see themselves as being placed in fair and equal pay relationships with others. There are two kinds of equity; internal equity looks to the relationship in pay between people doing like work in different departments or divisions within the organization, while external equity looks to the relationship with other organizations' rates of pay for like work.

APPENDIX A

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Autism Spectrum Disorder Classroom, Explorer Elementary

August 29, 2011	First Day – Preparation Day
August 30, 2011	Preparation/Professional Development Day
August 31, 2011	Preparation/Professional Development Day
September 1, 2011	Preparation/Professional Development Day
September 2, 2011	No Staff – No Students
September 5, 2011	No Staff – No Students – Labor Day
September 6, 2011	Students First Day
November 1, 2011	No School – Parent-teacher conferences
November 7, 2011	No School – Professional Development Day
November 23, 2011	No School – ½ Day Planning, ½ Day Records
November 24, 2011	No Staff – No Students – Thanksgiving Break
November 25, 2011	No Staff – No Students – Thanksgiving Break
December 19, 2011 – January 2, 2012	No Staff – No Students – Winter Break
January 3, 2012	Staff Returns – Services Resume
January 16, 2012	No Students – Professional Development Day
January 23, 2012	No Students –Records Day
February 17, 2012	No Students – Planning Day
February 20, 2012	No Staff – No Students – President’s Day
March 26, 2012	No School –Parent–Teacher Conferences
March 27, 2012	No Students - Professional Development Day
April 2-6, 2012	No Staff – No Students – Spring Break
April 9, 2012	School Resumes
May 21, 2012	No Students – Professional Development Day
May 25, 2012	No School - ½ Day Planning, ½ Day Records
May 28, 2012	No Staff – No Students – Memorial Day
June 6, 2012	Last Day of School Students AM only – ½ Day Records
June 7 – 8, 2012	No School – Preparation Days
June 11, 2012	Last Day Staff – Preparation Day (If year-end documentation is completed and submitted to the assigned supervisor by the end of the day on June 8, no need to report on June 11)

Staff Work Days:	184
Preparation Days:	5 days
Records Days:	2.5 days (1 full day, 3 half days)
Planning Days:	2 days (1 full day, 2 half days)
Professional Development:	6 days
Student Hours:	Full Day 8:05 a.m. to 3:10 p.m. Half Day 8:05 a.m. to 11:25 a.m.
Professional Staff Hours:	7:45 a.m. to 3:30 p.m.
Paraprofessional Staff Hours:	7:45 a.m. to 3:30 p.m.

APPENDIX B

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Autism Spectrum Disorder Classroom, Ralya Elementary

August 29, 2011	First Day – Preparation Day
August 30, 2011	Preparation/Professional Development Day
August 31, 2011	Preparation/Professional Development Day
September 1, 2011	Preparation/Professional Development Day
September 2, 2011	No Staff – No Students
September 5, 2011	No Staff – No Students – Labor Day
September 7, 2011	Students First Day
November 23, 2011	No Students – Planning Day
November 24, 2011	No Staff – No Students – Thanksgiving Break
November 25, 2011	No Staff – No Students – Thanksgiving Break
December 19, 2011 – January 2, 2012	No Staff – No Students – Winter Break
January 3, 2012	School Resumes
January 16, 2012	No Students – Professional Development Day
February 20, 2012	No Staff – No Students – President’s Day
March 30, 2012	No Students – 1/2 Day Planning/1/2 Day Records
April 2-6, 2012	No Staff – No Students – Spring Break
April 9, 2012	School Resumes
May 21, 2012	No Students – Professional Development Day
May 28, 2012	No Staff – No Students – Memorial Day
June 11, 2012	No PM Students, ½ Day Records. - Last Day Staff
Student Days:	179
Staff Work Days:	184
Preparation Days:	2 days
Records Days:	1day (2 half days)
Planning Days:	1.5days (1 full day, 1 half days)
Professional Development:	4 days
Student Hours:	8:18 a.m. to 3:01 p.m.
Professional Staff Hours:	8:00 a.m. to 3:30 p.m.
Paraprofessional Staff Hours:	8:00 a.m. to 3:30 p.m.

APPENDIX C

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Autism Spectrum Disorder Classroom, Wilkshire Elementary

August 29, 2011	First Day – Preparation Day
August 30, 2011	Preparation/Professional Development Day
August 31, 2011	Preparation/Professional Development Day
September 1, 2011	Preparation/Professional Development Day
September 2, 2011	No Staff – No Students
September 5, 2011	No Staff – No Students – Labor Day
September 7, 2011	Students First Day
November 23, 2011	No Students – Planning Day
November 24, 2011	No Staff – No Students – Thanksgiving Break
November 25, 2011	No Staff – No Students – Thanksgiving Break
December 19, 2011 – January 2, 2012	No Staff – No Students – Winter Break
January 3, 2012	School Resumes
January 16, 2012	No Students – Professional Development Day
February 20, 2012	No Staff – No Students – President’s Day
March 30, 2012	No Students – 1/2 Day Planning/1/2 Day Records
April 2-6, 2012	No Staff – No Students – Spring Break
April 9, 2012	School Resumes
May 21, 2012	No Students – Professional Development Day
May 28, 2012	No Staff – No Students – Memorial Day
June 11, 2012	No PM Students, ½ Day Records. - Last Day Staff
Student Days:	179
Staff Work Days:	184
Preparation Days:	2 days
Records Days:	1day (2 half days)
Planning Days:	1.5days (1 full day, 1 half days)
Professional Development:	4 days
Student Hours:	8:30 a.m. to 3:13 p.m.
Professional Staff Hours:	8:15 a.m. to 3:45 p.m.
Paraprofessional Staff Hours:	8:15 a.m. to 3:45 p.m.

APPENDIX D

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Capital Area Career Center

August 29, 2011	Opening Day/Preparation Day
August 30, 2011	Professional Development day
August 31, 2011	Professional Development day
September 1, 2011	Preparation Day (Note: mixture of PD and preparation time 8/30, 8/31 and 9/1)
September 2, 2011	No Staff – No Students
September 5, 2011	Labor Day - No School
September 6, 2011	First Day Students
September 7, 2011	Orientation for parents of new students – 7:00 pm
October 14, 2011	Half Day Planning, – No AM classes (End of Marking Period 1)
November 10, 2011	Parent-Teacher Conferences - No PM classes 2:45 – 5:00 pm and 6:30-9:00 pm
November 23, 2011	Half-Day Records - No PM classes (End of Marking Period 2)
November 24, 2011	No Staff – No Students – Thanksgiving break
November 25, 2011	No Staff – No Students – Thanksgiving break
November 30, 2011	CACC Open House - 4:30-7:30
December 19, 2011- January 2, 2012	No Staff – No Students - Winter Recess
January 3, 2012	Classes Resume
January 16, 2012	No Students - Professional Development Day
January 20, 2012	No Students - Half-Day Records / Half-Day Planning (End of Marking Period 3 / Semester 1)
February 20, 2012	No Staff – No Students - President's Day
March 2, 2012	Half-Day Planning – No AM classes (End of Marking Period 4)
March 5 thru March 8, 2012	8 th Grade Visits / MME Testing at Locals
April 2 - 6, 2012	No Staff – No Students – Spring Break
April 9, 2012	Classes Resume
April 27, 2012	Half -Day Records – No AM Classes (End of Marking Period 5)
May 10, 2012	Student Showcase – 3:00-7:00 (Date tentative)
May 18, 2012	Student Awards & Recognition
May 28, 2012	Memorial Day Holiday - No classes
June 8, 2012	Half-Day Records – No PM classes - Last Day Students (End of Marking Period 6 / Semester 2 / Trimester 3)
June 11, 2012	Preparation Day – Last day staff

Total Staff Days: 184

Total Student Days: AM = 174 days PM = 174 days

Professional Development: 4 days

Preparation Days: 2 days

Planning Days: 1.5 days (3 ½ days)

Records Days: 2 days (4 ½ days)

Student Hours: AM - 8:00-10:40 (2 hrs. 40 min.)
PM - 11:35-2:15 (2 hrs. 40 min.)

Cosmetology Student Hours: AM - 8:00-11:00 (3 hrs.)
PM - 11:35-3:20 (3.75 hrs.)

CAHEP Student Hours: AM – 7:30-10:10 (2 hrs. 40 min.)
PM – 11:50-2:30 (2 hrs. 40 min.)

SET Student Hours: AM – 7:50-10:05 (2 hrs. 15 min.)

Professional Staff Hours: Cosmetology - Refer to Professional Work Hours Plan
CACC Instructors - 7:45 AM - 3:15 PM with a 30 minute duty free lunch
Student Services Dept. - 7:45 AM - 3:15 PM with a 30 minute duty free lunch

Student Instructional Hours: AM - 174 days @ 2.67 hrs. = 464.58 hrs.
PM - 174 days @ 2.67 hours = 464.58 hrs.
Plus 4 PD days

	Students	Staff		Students	Staff		Students	Staff
Aug.	0	3	Dec.	12	12	Apr.	15/16	16
Sept.	19	20	Jan.	19	21	May	22	22
Oct.	20/21	21	Feb.	20	20	June	6/5	7
Nov.	20/18	20	Mar.	21/22	22			

Marking Period Schedule

Marking Period 1 = Tues., Sept. 6 – Fri., Oct. 14, 2011	(28 days AM / 29 days PM)
Marking Period 2 = Mon., Oct. 17 – Wed., Nov. 23, 2011	(28 days AM / 26 days PM)
Marking Period 3 = Mon., Nov. 28 – Fri., Jan. 20, 2012	(27 days AM / 27 days PM)
Marking Period 4 = Mon., Jan. 23 – Fri., Mar. 2, 2012	(28 days AM / 29 days PM)
Marking Period 5 = Mon., Mar. 5 – Fri., Apr. 27, 2012	(34 days AM / 35 days PM)
Marking Period 6 = Mon., Apr. 23 – Fri., June 8, 2012	(29 days AM / 28 days PM)

APPENDIX E

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Early Childhood Special Education Services – 185 day staff only

August 29, 2011	First Day – Preparation Day
August 30, 2011	Preparation Day
August 31, 2011	Preparation/Professional Development Day
September 1, 2011	Professional Development Day
September 2, 2011	No Staff – No Services
September 5, 2011	No Staff – No Services – Labor Day
September 6, 2011	Students First Day (Home Visits)
September 7, 2011	Professional Development Day
October 28, 2011	No PM Services – 1/2 Day Records
October 31, 2011	No PM Services – 1/2 Day Planning
November 24-25, 2011	No Staff – No Services – Thanksgiving Break
December 19, 2011 – January 2, 2012	No Staff – No Services – Winter Break
January 3, 2012	Staff Returns – Services Resume
January 13, 2012	No Services – Records/Planning Day
January 16, 2012	No Services – Professional Development Day
February 20, 2012	No Services – President’s Day
March 16, 2012	No PM Services – 1/2 Day Planning
April 2-6, 2012	No Staff – No Services – Spring Break
April 9, 2012	Staff Returns – Services Resume
May 28, 2012	No Staff – No Services – Memorial Day
June 8, 2012	No PM Services – 1/2 Day Preparation
June 11, 2012	Last Day Staff – Preparation Day (If year-end documentation is completed and submitted to the assigned supervisor by the end of the day on June 8, no need to report on June 11)
Staff Work Days:	184
Preparation Days:	4 days (3 full days, 2 half days)
Records Days:	1 day (2 half days)
Planning Days:	1.5 days (3 half days)
Professional Development:	3.5 days (3 full day, 1 half day)

Professional Staff Hours:

Guidelines are in the February 2006 Itinerant Review Committee Report

Report Writing:

A minimum of 2 hours per week may be incorporated within each staff person's schedule for report writing.

Services will be provided to each special education student a minimum of two hours per week by the Early Childhood Special Education teachers/ancillary staff pursuant to R340.1755; 72 hours of student contact per school year provided in accordance with IFSP/IEP determination.

APPENDIX F

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Early Childhood Special Education Classroom Program

August 29, 2011	First Day – Preparation Day
August 30, 2011	Professional Development
August 31, 2011	Preparation Day
September 1, 2011	Professional Development Day
	Note: 8/30, 8/31 and 9/1 will be a mixture of preparation and PD time
September 2, 2011	No Staff – No Students
September 5, 2011	No Staff – No Students – Labor Day
September 6, 2011	Students First Day
October 19, 2011	Parent Teacher Conferences at Webberville
October 20, 2011	Parent Teacher Conferences at Webberville
November 9, 2011	Parent Teacher Conferences at Stockbridge
November 10, 2011	Parent Teacher Conference at Stockbridge
November 23, 2011	No School – Planning Day
November 24-25, 2011	No Staff – No Students – Thanksgiving Break
December 2, 2011	No PM Class – ½ Records Day
December 19, 2011 – January 2, 2012	No Staff – No Students – Winter Break
January 3, 2012	School Resumes
January 16, 2012	No Students – Professional Development Day
January 27, 2012	No PM Classes – ½ Records Day
February 20, 2012	No Staff – No Students – President’s Day
February 23, 2012	Parent Teacher Conferences at Webberville
March 6, 2012	No PM Class – ½ Planning Day
March 7, 2012	Parent Teacher Conferences at Stockbridge
March 8, 2012	Parent Teacher Conferences at Stockbridge
April 2-6, 2012	No Staff – No Students – Spring Break
April 9, 2012	School Resumes
May 25, 2012	Last Day of School for Webberville Students
May 28, 2012	No Staff – No Students – Memorial Day
May 29, 2012	No AM Classes – ½ day Preparation
May 30, 2012 – June 7, 2012	No AM Classes – Stockbridge PM only
June 7, 2012	Last Day of School for Stockbridge Students-PM only
June 8, 2012	½ Day Records PM only
June 11, 2012	Last Day Staff – Preparation Day (If year-end documentation is completed and submitted to the assigned supervisor by the end of the day on June 8, no need to report on June 11)

Staff Work Days:	184
Preparation Days:	3 days (3 full days)
Records Days:	1.5 days (3 half days)
Planning Days:	1.5 days (1 full day, 1 half days)
Professional Development:	3 days (3 full days or 2 full days and 2 half days)
Student Hours:	AM Session 8:00 – 11:15 (Webberville) PM Session 12:45 – 3:30 (Stockbridge)
Instructional Hours:	166 full days at 6.0 Hours = 996.00 3 AM ½ days at 3.25 hours = 9.75 8 PM ½ days at 2.75 hours = 22.00 Total = 177 days = 1027.75
Professional Staff Hours:	Work Day = 7:45 AM – 3:45 PM with a 30-Minute Duty-Free Lunch
Paraprofessional Staff Hours:	Work Day = 7:45 AM – 3:45 PM with a 30-Minute Duty Free Lunch

APPENDIX G

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Evergreen Program

August 29, 2011	Opening Day
August 30, 2011	Professional Development Day
August 31, 2011	Professional Development Day
September 1, 2011	Preparation Day
September 2, 2011	No Staff – No Students
September 5, 2011	Labor Day - No School
September 6, 2011	First Day - Students
November 4, 2011	Half-Day Records - No p.m. classes [End of 1st quarter - 9 weeks & 46 days]
November 11, 2011	No Students - Professional Development Day
November 17, 2011	Parent-Teacher Conferences - No p.m. classes
November 23, 2011	Half-Day Planning - No p.m. classes
November 24, 2011	No Staff – No Students - Thanksgiving Break
November 25, 2011	No Staff – No Students - Thanksgiving Break
December 19, 2011 - January 2, 2012	No Staff – No Students - Winter Break
January 3, 2012	Classes Resume
January 16, 2012	No Students - Professional Development Day
January 20, 2012	Half-Day Records - No p.m. classes [End of 2nd quarter – 9 weeks & 43 days]
February 17, 2012	No Students – Planning Day
February 20, 2012	No Staff – No Students - President's Day
March 30, 2012	No Students - Records/Planning Day [End of 3 rd quarter–10 weeks & 47 days]
April 2 - 6, 2012	No Staff – No Students - Spring Break
April 9, 2012	Classes Resume
May 28, 2012	No Staff – No Students - Memorial Day
June 8, 2012	Half-day Records – No p.m. students (Last Day)
June 11, 2012	Preparation Day – Last Day for Staff [End of 4 th quarter – 9 weeks & 44 days]

Student Days: 179

Staff Days: 184

Preparation Days: 2 days

Records Days: 2 days (4 ½ days)

Planning Days: 2 days (1 full, 2 ½ days)

Professional Development: 4 days

Student Hours: Full Day - 8:45 – 3:00 (6.25 hours)
AM Only – 8:45-11:25 (2.67 hours)

Student Instructional Hours: 170 days at 6.25 Hours = 1062.50
4 Days (PD) at 6.25 Hours = 25.00
5 days at 2.67 Hours = 13.35
Total = 179 days = 1100.85

Professional Staff Hours Work Day = 8:30 AM – 4:00 PM with a 30-Minute Duty-Free Lunch

Paraprofessional Staff Hours Work Day = 8:30 AM – 3:15 PM with a 30-Minute Duty-Free Lunch

Number of Instructional Student Days Each Month:

August	2	November	20(17/3)	February	19	May	22
September	19	December	12	March	21	June	6 (5/1)
October	21	January	21(20/1)	April	16	TOTAL	179

APPENDIX H

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Heartwood School

August 29, 2011	Opening Day
August 30, 2011	Professional Development Day
August 31, 2011	Professional Development Day
September 1, 2011	Preparation Day
September 2, 2011	No Staff – No Students
September 5, 2011	Labor Day – No School
September 6, 2011	First Day - Students
October 19, 2011	Professional Development Day
November 11, 2011	No p.m. Students - Half Day Records
November 16, 2011	Parent Conferences @ 3:00 – 7:00 PM
November 17, 2011	Parent Conferences @ 3:00 – 7:00 PM
November 23, 2011	No Students – Planning Day
November 24, 2011	No Staff - No Students – Thanksgiving Break
November 25, 2011	No Staff - No Students – Thanksgiving Break
December 19, 2011 - January 2, 2012	No Staff – No Students - Winter Break
January 3, 2012	School Resumes
January 13, 2012	No p.m. Students - Half Day Records
January 16, 2012	No Students - Professional Development Day
February 20, 2012	No Staff - No Students, President's Day
March 7, 2012	Professional Development Day
March 23, 2012	No p.m. Students - Half Day Records
March 27, 2012	Parent Conferences @ 3:00 PM – 7:00 PM
March 28, 2012	Parent Conferences @ 3:00 PM – 7:00 PM
March 30, 2012	No Students – Planning Day
April 2 - 6, 2012	No Staff – No Students – Spring Break
April 9, 2012	Classes Resume
May 28, 2012	No Staff - No Students – Memorial Day
June 8, 2012	No p.m. Students – Half Day Records
June 11, 2012	Preparation Day – Last Day for Staff

Student Days: 179
Staff Days: 184
Preparation Days: 2 days
Records Days: 2 days (4 ½ days)
Planning Days: 2 days (2 full days)
Professional Development: 5 days

Student Hours: Full Day - 8:45 AM - 2:57 PM
 Half Day - 8:45AM - 12:00 PM

Student Instructional Hours: (must have a minimum of 1098)
 170 days at 6 hours, 12 minutes (6.2 hrs) = 1054.00
 5 Days (PD) at 7 Hours = 35.00
 4 days at 3 hours, 15 minutes (3.25 hrs) = 13.00
 Total = 179 days = 1102.00 hours

Professional Staff Hours: 8:15 AM – 3:45 PM with a 30-Minute Duty-Free Lunch
 *Can access PWH of 15 minutes before SC and 15 minutes after

Paraprofessional Staff Hours: 8:15 AM - 3:00 PM with a 30-Minute Duty-Free Lunch

Number of Instructional Student Days Each Month:

August	2	November	19 (18/1)	February	20	May	22
September	19	December	12	March	21 (20/1)	June	6 (5/1)
October	21	January	21 (20/1)	April	16	Total	179

APPENDIX I

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Ingham Academy

August 29, 2011	Opening Day
August 30, 2011	Professional Development Day
August 31, 2011	Professional Development Day
September 1, 2011	Preparation Day
September 2, 2011	No Staff- No Students
September 5, 2011	Labor Day - No School
September 6, 2011	First Day – Students
November 4, 2011	Half-Day Records - No p.m. classes [End of 1st quarter - 9 weeks & 46 days]
November 11, 2011	No Students - Professional Development Day
November 16, 2011	Parent-Teacher Conferences - No p.m. classes
November 23, 2011	Half-Day Planning - No p.m. classes
November 24, 2011	No Staff – No Students – Thanksgiving Break
November 25, 2011	No Staff – No Students – Thanksgiving Break
December 19, 2011 - January 2, 2012	No Staff – No Students - Winter Break
January 3, 2012	Classes Resume
January 16, 2012	No Students - Professional Development Day
January 20, 2012	Half-Day Records - No p.m. classes [End of 2nd quarter – 9 weeks & 43 days]
February 17, 2012	No Students – Planning Day
February 20, 2012	No Staff – No Students - President's Day
March 30, 2012	No Students - Records/Planning Day [End of 3 rd quarter–10 weeks & 46 days]
April 2 - 6, 2012	No Staff – No Students – Spring Break
April 9, 2012	Classes Resume
May 28, 2012	No Staff – No Students - Memorial Day
June 8, 2012	Half-day Records – No p.m. students (Last Day)
June 11, 2012	Preparation Day – Last Day for Staff [End of 4 th quarter – 9 weeks & 44 days]

Student Days: 179

Staff Days: 184

Preparation Days: 2 days

Records Days: 2 days (4 ½ days)

Planning Days: 2 days (1 full, 2 ½ days)

Professional Development: 4 days

Student Hours: Full Day - 8:15-3:05 (6.03) or 9:08-4:00 (6.07)
AM Only – 8:15-11:40 (3.42) or 9:08-12:25 (3.28)

Student Instructional Hours: 170 days at 6.03 Hours = 1025.10
4 Days (PD) at 6.03 Hours = 24.12
5 days at 3.42 Hours = 17.10
Total = 179 days = 1066.32

Professional Staff Hours Work Day = 8:00-3:30 or 8:45-4:15 with a 30-Minute Duty-Free Lunch

Paraprofessional Staff Hours Work Day = 8:00-3:15 or 8:55-4:10 with a 30-Minute Duty-Free Lunch

Number of Instructional Student Days Each Month:

August	2	November	20(17/3)	February	19	May	22
September	19	December	12	March	21	June	6 (5/1)
October	21	January	21(20/1)	April	16	TOTAL	179

APPENDIX J

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Malcolm Williams School

August 29, 2011	Opening Day
August 30, 2011	Professional Development Day
August 31, 2011	Professional Development Day
September 1, 2011	Preparation Day
September 2, 2011	No Staff – No Students
September 5, 2011	Labor Day - No School
September 6, 2011	First Day - Students
November 4, 2011	Half-Day Records - No p.m. classes [End of 1st quarter - 9 weeks & 46 days]
November 11, 2011	No Students - Professional Development Day
November 23, 2011	Half-Day Planning - No p.m. classes
November 24, 2011	No Staff – No Students - Thanksgiving Break
November 25, 2011	No Staff – No Students - Thanksgiving Break
December 19, 2011 - January 2, 2012	No Staff – No Students - Winter Break
January 3, 2012	Classes Resume
January 16, 2012	No Students - Professional Development Day
January 20, 2012	Half-Day Records - No p.m. classes [End of 2nd quarter – 9 weeks & 43 days]
February 17, 2012	No Students - Planning Day
February 20, 2012	No Staff – No Students - President's Day
March 30, 2012	Records/Planning Day - No classes [End of 3 rd quarter– 10 weeks & 46 days]
April 2 - 6, 2012	No Staff – No Students - Spring Break
April 9, 2012	Classes Resume
May 28, 2012	No Staff – No Students - Memorial Day
June 8, 2012	Half-day Records – No p.m. students (Last Day)
June 11, 2012	Preparation Day – Last Day for Staff [End of 4 th quarter – 9 weeks & 44 days]

Student Days: 179
Staff Days: 184
Preparation Days: 2 days
Records Days: 2 days (4 ½ days)
Planning Days: 2 days (1 full, 2 ½ days)
Professional Development: 4 days

Student Hours: Full Day - 8:10 AM - 3:00 PM
 Half Day - 8:10AM - 11:15 PM

Student Instructional Hours: 171 days @ 6.17 Hours) = 1055.07
 4 Days (PD)@ 6.17 Hours = 24.68
 4 days @ 3.08 Hours = 12.32
 Total = 179 days = 1092.07 hours
 (Hours from 2011 Summer Program will make up remaining 6 hours)

Professional Staff Hours: 7:55 AM – 3:25 PM with a 30-Minute Duty-Free Lunch

Paraprofessional Staff Hours: 7:55 AM - 3:10 PM with a 30-Minute Duty-Free Lunch

Number of Instructional Student Days Each Month:

August	2	November	20(18/2)	February	19	May	22
September	19	December	12	March	21	June	6 (5/1)
October	21	January	21(20/1)	April	16	TOTAL	179

APPENDIX K

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Secondary Learning Center

August 29, 2011	Opening Day
August 30, 2011	Professional Development Day
August 31, 2011	Professional Development Day
September 1, 2011	Preparation Day
September 2, 2011	No Staff – No Students
September 5, 2011	Labor Day - No School
September 6, 2011	First Day - Students
November 4, 2011	Half-Day Records - No p.m. classes [End of 1st quarter - 9 weeks & 46 days]
November 11, 2011	No Students - Professional Development Day
November 17, 2011	Parent-Teacher Conferences - No p.m. classes
November 23, 2011	Half-Day Planning - No p.m. classes
November 24, 2011	No Staff – No Students - Thanksgiving Break
November 25, 2011	No Staff – No Students - Thanksgiving Break
December 19, 2011 - January 2, 2012	No Staff – No Students - Winter Break
January 3, 2012	Classes Resume
January 16, 2012	No Students - Professional Development Day
January 20, 2012	Half-Day Records - No p.m. classes [End of 2nd quarter – 9 weeks & 43 days]
February 17, 2012	No Students - Planning Day
February 20, 2012	No Staff – No Students - President's Day
March 30, 2012	No Students - Records/Planning Day [End of 3 rd quarter–10 weeks & 47 days]
April 2 - 6, 2012	No Staff – No Students - Spring Break
April 9, 2012	Classes Resume
May 28, 2012	No Staff – No Students - Memorial Day
June 8, 2012	Half-day Records – No p.m. students (Last Day)
June 11, 2012	Preparation Day – Last Day for Staff [End of 4 th quarter – 9 weeks & 44 days]

Student Days: 179

Staff Days: 184

Preparation Days: 2 days

Records Days: 2 days (4 ½ days)

Planning Days: 2 days (1 full, 2 ½ days)

Professional Development: 4 days

Student Hours: Full Day - 8:00 – 2:15 (6.25 hours)
AM Only – 8:00-10:40 (2.67 hours)

Student Instructional Hours: 170 days at 6.25 Hours = 1062.50
4 Days (PD) at 6.25 Hours = 25.00
5 days at 2.67 Hours = 13.35
Total = 179 days = 1100.85

Professional Staff Hours Work Day = 7:45 AM – 3:15 PM with a 30-Minute Duty-Free Lunch

Paraprofessional Staff Hours Work Day = 7:45 AM – 2:30 PM with a 30-Minute Duty-Free Lunch

Number of Instructional Student Days Each Month:

August	2	November	20(17/3)	February	19	May	22
September	19	December	12	March	21	June	6 (5/1)
October	21	January	21(20/1)	April	16	TOTAL	179

APPENDIX L

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: Student Support Services Staff

August 29, 2011	First Day – Preparation Day
August 30, 2011	Preparation/Professional Development Day
August 31, 2011	Preparation /Professional Development Day
September 1, 2011	Preparation/Professional Development Day
September 2, 2011	No Staff – No Students
September 5, 2011	No Staff – No Students – Labor Day
September 6, 2011	Students’ First Day
October __, 2011	No PM Students – ½ Day Records
November __, 2011	No PM Students – ½ Day Planning
November 24, 2011	No Staff – No Students – Thanksgiving Break
November 25, 2011	No Staff – No Students – Thanksgiving Break
December 19, 2011 - January 2, 2012	No Staff – No Students - Winter Break
January 3, 2012	Staff and Students Return
January __, 2012	No Students – Records/Planning Day
January 16, 2012	No Students – Professional Development Day
February 20, 2012	No Staff – No Students – President’s Day
March __, 2012	No PM Students – ½ Day Planning
April 2-6, 2012	No Staff – No Students – Spring Break
April 9, 2012	Staff and Students Return
May 28, 2012	No Staff – No Students – Memorial Day
June 8, 2012	No PM Students – ½ day Records
June 11, 2012	Preparation Day – Last Day for Staff (If year-end documentation is completed and submitted to the assigned supervisor by the end of the day on June 8, no need to report on June 11)
Staff Work Days:	184
Preparation Days:	2 days
Records Days:	1.5 days (3 half days)
Planning Days:	1.5 days (3 half days)
Professional Development:	4 days

Professional Staff Hours:

7 hours plus a 30-minute duty free lunch

Report Writing:

A minimum of 2 hours per week may be incorporated within each staff person's schedule for report writing.

APPENDIX M

Ingham Intermediate School District 2011-2012 Calendar/Staff Hours Program: St. Vincent Home School

August 29, 2011	Opening Day
August 30, 2011	Professional Development Day
August 31, 2011	Professional Development Day
September 1, 2011	Preparation Day
September 2, 2011	No Staff – No Students
September 5, 2011	Labor Day - No School
September 6, 2011	First Day - Students
November 4, 2011	Half-Day Records - No p.m. classes [End of 1 st quarter - 9 weeks & 46 days]
November 11, 2011	No Students - Professional Development Day
November 23, 2011	Half-Day Planning - No p.m. classes
November 24, 2011	No Staff - No Students - Thanksgiving Break
November 25, 2011	No Staff – No Students - Thanksgiving Break
December 19, 2011- January 2, 2012	No Staff – No Students -Winter Break
January 3, 2012	Classes Resume
January 16, 2012	No Students - Professional Development Day
January 20, 2012	Half-Day Records - No p.m. classes [End of 2 nd quarter – 9 weeks & 43 days]
February 17, 2012	No Students – Planning Day
February 20, 2012	No Staff – No Students - President's Day
March 30, 2012	Records/Planning Day [End of 3 rd quarter–10 weeks & 46 days]
April 2 - 6, 2012	No Staff – No Students -Spring Break
April 9, 2012	Classes Resume
May 28, 2012	No Staff – No Students -Memorial Day
June 8, 2012	Half-Day Records – No p.m. students
June 11, 2012	Preparation Day – Last Day for Staff [End of 4 th quarter – 9 weeks & 44 days)

Student Days: 179

Staff Days: 184

Preparation Days: 2 days

Records Days: 2 days (4 ½ days)

Planning Days: 2 days (1 full, 2 ½ days)

Professional Development: 4 days

Student Hours: Full Day - 7:55 – 2:40 (6.22 hours)
AM Only – 7:55-11:08 (3.22 hours)

Student Instructional Hours: 171 days at 6.22 Hours = 1063.62
4 Days (PD) at 6.22 Hours = 24.88
4 days at 3.22 Hours = 12.88
Total = 179 days = 1101.38

Professional Staff Hours Work Day = 7:40 AM – 3:10 PM with a 30-Minute Duty-Free Lunch

Paraprofessional Staff Hours Work Day = 7:40 AM – 2:55 PM with a 30-Minute Duty-Free Lunch

Number of Instructional Student Days Each Month:

August	2	November	20(17/3)	February	19	May	22
September	19	December	12	March	21	June	6 (5/1)
October	21	January	21(20/1)	April	16	TOTAL	179

APPENDIX N

SALARY SCHEDULE/CLASSIFICATION 1-150

2011-2012 AT 0%

STEP	ND/	ND+/	BA/	BA+/	MA/	MA+/	PhD/
1.0	\$32,418	\$33,926	\$35,433	\$36,940	\$38,449	\$41,464	\$44,479
Daily	175.23	183.38	191.53	199.68	207.83	224.13	240.43
Hourly	25.03	26.20	27.36	28.53	29.69	32.02	34.35
1.5	\$32,795	\$34,303	\$35,810	\$37,317	\$38,826	\$41,841	\$44,856
Daily	177.27	185.42	193.57	201.71	209.87	226.17	242.46
Hourly	25.32	26.49	27.65	28.82	29.98	32.31	34.64
2.0	\$33,172	\$34,680	\$36,187	\$37,694	\$39,203	\$42,218	\$45,233
Daily	179.31	187.46	195.61	203.75	211.91	228.21	244.50
Hourly	25.62	26.78	27.94	29.11	30.27	32.60	34.93
2.5	\$33,549	\$35,057	\$36,564	\$38,071	\$39,580	\$42,595	\$45,610
Daily	181.35	189.50	197.64	205.79	213.95	230.24	246.54
Hourly	25.91	27.07	28.23	29.40	30.56	32.89	35.22
3.0	\$33,926	\$35,434	\$36,941	\$38,448	\$39,957	\$42,972	\$45,987
Daily	183.38	191.54	199.68	207.83	215.98	232.28	248.58
Hourly	26.20	27.36	28.53	29.69	30.85	33.18	35.51
3.5	\$34,303	\$35,811	\$37,318	\$38,825	\$40,334	\$43,349	\$46,364
Daily	185.42	193.57	201.72	209.86	218.02	234.32	250.62
Hourly	26.49	27.65	28.82	29.98	31.15	33.47	35.80
4.0	\$34,680	\$36,188	\$37,695	\$39,202	\$40,711	\$43,726	\$46,741
Daily	187.46	195.61	203.76	211.90	220.06	236.36	252.65
Hourly	26.78	27.94	29.11	30.27	31.44	33.77	36.09
4.5	\$35,057	\$36,565	\$38,072	\$39,580	\$41,088	\$44,104	\$47,119
Daily	189.50	197.65	205.79	213.95	222.10	238.40	254.70
Hourly	27.07	28.24	29.40	30.56	31.73	34.06	36.39
5.0	\$35,434	\$36,942	\$38,449	\$39,957	\$41,465	\$44,482	\$47,496
Daily	191.54	199.68	207.83	215.98	224.14	240.44	256.74
Hourly	27.36	28.53	29.69	30.85	32.02	34.35	36.68
5.5	\$36,471	\$37,978	\$39,486	\$40,995	\$42,502	\$45,519	\$48,533
Daily	197.14	205.29	213.44	221.59	229.74	246.05	262.34
Hourly	28.16	29.33	30.49	31.66	32.82	35.15	37.48
6.0	\$37,507	\$39,014	\$40,522	\$42,032	\$43,538	\$46,555	\$49,570
Daily	202.74	210.89	219.04	227.20	235.34	251.65	267.94
Hourly	28.96	30.13	31.29	32.46	33.62	35.95	38.28

STEP	ND/	ND+/	BA/	BA+/	MA/	MA+/	PhD/
6.5	\$38,827	\$40,334	\$41,842	\$43,351	\$44,857	\$47,874	\$50,890
Daily	209.88	218.02	226.17	234.33	242.47	258.78	275.08
Hourly	29.98	31.15	32.31	33.48	34.64	36.97	39.30
7.0	\$40,146	\$41,653	\$43,162	\$44,670	\$46,176	\$49,193	\$52,209
Daily	217.00	225.15	233.31	241.46	249.60	265.91	282.21
Hourly	31.00	32.16	33.33	34.49	35.66	37.99	40.32
7.5	\$41,466	\$42,972	\$44,482	\$45,989	\$47,496	\$50,512	\$53,529
Daily	224.14	232.28	240.44	248.59	256.74	273.04	289.35
Hourly	32.02	33.18	34.35	35.51	36.68	39.01	41.34
8.0	\$42,785	\$44,291	\$45,801	\$47,308	\$48,815	\$51,831	\$54,848
Daily	231.27	239.41	247.57	255.72	263.86	280.17	296.48
Hourly	33.04	34.20	35.37	36.53	37.69	40.02	42.35
8.5	\$44,104	\$45,611	\$47,120	\$48,628	\$50,134	\$53,151	\$56,167
Daily	238.40	246.55	254.70	262.85	270.99	287.30	303.61
Hourly	34.06	35.22	36.39	37.55	38.71	41.04	43.37
9.0	\$45,422	\$46,931	\$48,438	\$49,947	\$51,453	\$54,470	\$57,485
Daily	245.52	253.68	261.82	269.98	278.12	294.43	310.73
Hourly	35.07	36.24	37.40	38.57	39.73	42.06	44.39
9.5	\$46,742	\$48,251	\$49,757	\$51,266	\$52,773	\$55,790	\$58,805
Daily	252.66	260.82	268.96	277.11	285.26	301.57	317.86
Hourly	36.09	37.26	38.42	39.59	40.75	43.08	45.41
10.0	\$48,061	\$49,570	\$51,076	\$52,585	\$54,092	\$57,110	\$60,125
Daily	259.79	267.94	276.08	284.24	292.39	308.70	325.00
Hourly	37.11	38.28	39.44	40.61	41.77	44.10	46.43
10.5	\$49,381	\$50,890	\$52,396	\$53,904	\$55,412	\$58,429	\$61,445
Daily	266.92	275.08	283.22	291.37	299.52	315.83	332.14
Hourly	38.13	39.30	40.46	41.62	42.79	45.12	47.45
11.0	\$50,701	\$52,209	\$53,715	\$55,223	\$56,731	\$59,748	\$62,764
Daily	274.06	282.21	290.35	298.50	306.65	322.96	339.26
Hourly	39.15	40.32	41.48	42.64	43.81	46.14	48.47
11.5	\$52,020	\$53,529	\$55,035	\$56,542	\$58,051	\$61,067	\$64,083
Daily	281.19	289.35	297.49	305.63	313.79	330.09	346.39
Hourly	40.17	41.34	42.50	43.66	44.83	47.16	49.48
12.0	\$53,339	\$54,848	\$56,354	\$57,861	\$59,370	\$62,386	\$65,402
Daily	288.32	296.48	304.61	312.76	320.92	337.22	353.52
Hourly	41.19	42.35	43.52	44.68	45.85	48.17	50.50
12.5	\$54,659	\$56,167	\$57,674	\$59,181	\$60,690	\$63,705	\$66,722
Daily	295.45	303.61	311.75	319.90	328.05	344.35	360.66
Hourly	42.21	43.37	44.54	45.70	46.86	49.19	51.52

STEP	ND/	ND+/	BA/	BA+/	MA/	MA+/	PhD/
13.0	\$55,979	\$57,485	\$58,993	\$60,501	\$62,009	\$65,024	\$68,041
Daily	302.59	310.73	318.88	327.03	335.18	351.48	367.79
Hourly	43.23	44.39	45.55	46.72	47.88	50.21	52.54
13.5	\$57,299	\$58,805	\$60,313	\$61,821	\$63,328	\$66,344	\$69,360
Daily	309.72	317.86	326.02	334.17	342.31	358.62	374.92
Hourly	44.25	45.41	46.57	47.74	48.90	51.23	53.56
14.0	\$58,618	\$60,125	\$61,632	\$63,141	\$64,647	\$67,663	\$70,679
Daily	316.85	325.00	333.15	341.30	349.44	365.74	382.05
Hourly	45.26	46.43	47.59	48.76	49.92	52.25	54.58
14.5	\$59,692	\$61,185	\$62,738	\$64,336	\$65,827	\$68,807	\$71,908
Daily	322.66	330.73	339.12	347.76	355.82	371.93	388.69
Hourly	46.09	47.25	48.45	49.68	50.83	53.13	55.53
15.0	\$60,765	\$62,245	\$63,843	\$65,531	\$67,006	\$69,951	\$73,137
Daily	328.46	336.46	345.10	354.22	362.19	378.11	395.34
Hourly	46.92	48.07	49.30	50.60	51.74	54.02	56.48
15.5	\$61,642	\$63,118	\$64,883	\$66,621	\$68,092	\$71,026	\$74,263
Daily	333.20	341.18	350.72	360.11	368.06	383.92	401.42
Hourly	47.60	48.74	50.10	51.44	52.58	54.85	57.35
16.0	\$62,519	\$63,991	\$65,923	\$67,710	\$69,178	\$72,101	\$75,388
Daily	337.94	345.90	356.34	366.00	373.94	389.74	407.50
Hourly	48.28	49.41	50.91	52.29	53.42	55.68	58.21
16.5	\$63,457	\$64,951	\$67,133	\$68,838	\$70,330	\$73,302	\$76,519
Daily	343.01	351.09	362.88	372.10	380.16	396.23	413.62
Hourly	49.00	50.16	51.84	53.16	54.31	56.60	59.09
17.0	\$64,395	\$65,910	\$68,343	\$69,965	\$71,482	\$74,502	\$77,650
Daily	348.08	356.27	369.42	378.19	386.39	402.71	419.73
Hourly	49.73	50.90	52.77	54.03	55.20	57.53	59.96
17.5	\$65,033	\$66,560	\$69,121	\$70,701	\$72,230	\$75,275	\$78,386
Daily	351.53	359.78	373.63	382.17	390.43	406.89	423.71
Hourly	50.22	51.40	53.38	54.60	55.78	58.13	60.53
18.0	\$65,671	\$67,209	\$69,899	\$71,436	\$72,977	\$76,047	\$79,122
Daily	354.98	363.29	377.83	386.14	394.47	411.06	427.69
Hourly	50.71	51.90	53.98	55.16	56.35	58.72	61.10

*Salary schedule renumbered in 2011-12. There was a 0% increase to the schedule and 1/2 steps were granted. Those not receiving a step increase in 2011-12 paid an off-schedule, lump sum lump sum payment of \$400 which is prorated for part-time staff.

APPENDIX O

SALARY SCHEDULE/CLASSIFICATION 151 AND ABOVE

2011-2012 AT 0%*

Pay Grade 1								
Work Weeks								
	37	38	40	42	44	45	46	48
STEP								
1	22,915	26,900	28,325	29,740	30,985	31,622	32,284	33,414
1.5	23,418	27,490	28,946	30,392	31,664	32,315	32,992	34,147
2	23,920	28,079	29,567	31,044	32,343	33,008	33,699	34,879
2.5	24,445	28,695	30,215	31,725	33,052	33,732	34,438	35,644
3	24,969	29,310	30,863	32,405	33,761	34,455	35,176	36,408
3.5	25,517	29,953	31,540	33,116	34,501	35,211	35,947	37,206
4	26,064	30,595	32,216	33,826	35,241	35,966	36,718	38,004
4.5	26,391	30,978	32,614	34,249	35,682	36,409	37,171	38,480
5	26,717	31,360	33,012	34,671	36,122	36,851	37,623	38,956
5.5	27,369	32,125	33,814	35,517	37,003	37,742	38,540	39,906
6	28,020	32,890	34,615	36,363	37,883	38,633	39,457	40,856
6.5	28,672	33,655	35,423	37,210	38,764	39,535	40,379	41,807
7	29,324	34,420	36,230	38,057	39,645	40,436	41,301	42,757
7.5	29,947	35,185	37,037	38,903	40,526	41,339	42,217	43,707
8	30,570	35,950	37,843	39,749	41,407	42,241	43,132	44,657
8.5	31,222	36,715	38,651	40,596	42,289	43,137	44,055	45,607
9	31,873	37,480	39,458	41,442	43,170	44,033	44,977	46,556
9.5	32,432	38,102	40,114	42,130	43,887	44,762	45,728	47,328
10	32,991	38,723	40,770	42,818	44,603	45,490	46,479	48,099
10.5	33,404	39,207	41,280	43,353	45,161	46,059	47,060	48,701
11	33,816	39,691	41,789	43,888	45,718	46,627	47,641	49,302
11.5	34,239	40,188	42,312	44,437	46,290	47,210	48,237	49,918
12	34,661	40,684	42,834	44,986	46,861	47,792	48,832	50,534
12.5	35,456	41,590	43,779	45,974	47,880	48,840	49,888	51,622
13	36,251	42,496	44,724	46,961	48,899	49,888	50,943	52,709

*Salary schedule renumbered in 2011-12. There was a 0% increase to the schedule and 1/2 steps were granted. Those not receiving a step increase in 2011-12 paid an off-schedule, lump sum payment of \$400 which is prorated for part-time staff.

Pay Grade 2								
Work Weeks								
	37	38	40	42	44	45	46	48
STEP								
1	25,776	30,254	31,843	33,437	34,849	35,542	36,289	37,577
1.5	26,341	30,917	32,541	34,170	35,613	36,321	37,085	38,401
2	26,906	31,580	33,239	34,903	36,377	37,100	37,880	39,224
2.5	27,496	32,272	33,968	35,668	37,175	37,914	38,711	40,084
3	28,086	32,964	34,696	36,433	37,972	38,727	39,541	40,944
3.5	28,702	33,687	35,457	37,232	38,805	39,576	40,408	41,842
4	29,317	34,409	36,217	38,030	39,637	40,425	41,275	42,739
4.5	29,684	34,841	36,672	38,508	40,138	40,931	41,798	43,273
5	30,050	35,272	37,127	38,985	40,638	41,436	42,321	43,807
5.5	30,783	36,131	38,031	39,934	41,627	42,447	43,355	44,875
6	31,515	36,989	38,935	40,883	42,616	43,458	44,388	45,942
6.5	32,248	37,848	39,840	41,832	43,605	44,470	45,417	47,009
7	32,980	38,707	40,744	42,780	44,593	45,481	46,445	48,076
7.5	33,713	39,571	41,653	43,735	45,587	46,492	47,479	49,144
8	34,445	40,434	42,562	44,690	46,581	47,503	48,512	50,211
8.5	35,177	41,293	43,466	45,639	47,570	48,509	49,539	51,278
9	35,909	42,152	44,370	46,588	48,559	49,514	50,566	52,345
9.5	36,504	42,848	45,103	47,357	49,364	50,330	51,400	53,213
10	37,098	43,544	45,835	48,125	50,168	51,145	52,233	54,080
10.5	37,562	44,088	46,408	48,727	50,795	51,784	52,886	54,756
11	38,026	44,632	46,981	49,328	51,422	52,423	53,539	55,432
11.5	38,501	45,190	47,569	49,945	52,065	53,079	54,209	56,125
12	38,976	45,748	48,156	50,561	52,708	53,734	54,878	56,818
12.5	39,853	46,745	49,197	51,647	53,827	54,888	56,055	58,021
13	40,730	47,741	50,238	52,732	54,946	56,042	57,231	59,224

*Salary schedule renumbered in 2011-12. There was a 0% increase to the schedule and 1/2 steps were granted. Those not receiving a step increase in 2011-12 paid an off-schedule, lump sum payment of \$400 which is prorated for part-time staff.

Pay Grade 3								
Work Weeks								
	37	38	40	42	44	45	46	48
STEP								
1	28,637	33,614	35,382	37,150	38,722	39,481	40,339	41,739
1.5	29,265	34,351	36,158	37,965	39,571	40,347	41,223	42,654
2	29,893	35,088	36,933	38,779	40,420	41,212	42,107	43,569
2.5	30,549	35,857	37,743	39,629	41,306	42,116	43,030	44,524
3	31,204	36,626	38,552	40,479	42,192	43,019	43,953	45,479
3.5	31,888	37,429	39,397	41,367	43,117	43,962	44,917	46,476
4	32,572	38,232	40,242	42,254	44,042	44,905	45,880	47,473
4.5	32,981	38,713	40,748	42,785	44,593	45,469	46,450	48,068
5	33,390	39,193	41,253	43,316	45,143	46,032	47,019	48,662
5.5	34,200	40,144	42,255	44,368	46,239	47,153	48,159	49,850
6	35,010	41,094	43,256	45,419	47,335	48,273	49,299	51,037
6.5	35,821	42,045	44,258	46,470	48,431	49,394	50,445	52,225
7	36,631	42,995	45,259	47,521	49,526	50,514	51,590	53,413
7.5	37,446	43,951	46,265	48,578	50,632	51,640	52,741	54,602
8	38,260	44,907	47,271	49,634	51,738	52,766	53,891	55,791
8.5	39,074	45,863	48,277	50,691	52,845	53,892	55,036	56,980
9	39,887	46,819	49,283	51,747	53,952	55,018	56,181	58,168
9.5	40,550	47,598	50,103	52,608	54,847	55,932	57,109	59,133
10	41,213	48,376	50,923	53,469	55,742	56,845	58,037	60,098
10.5	41,729	48,981	51,560	54,138	56,439	57,556	58,763	60,850
11	42,244	49,585	52,196	54,806	57,136	58,267	59,488	61,601
11.5	42,772	50,205	52,849	55,491	57,850	58,996	60,232	62,371
12	43,300	50,825	53,501	56,176	58,564	59,724	60,975	63,141
12.5	44,260	51,922	54,648	57,372	59,800	60,985	62,265	64,461
13	45,219	53,018	55,794	58,567	61,035	62,245	63,554	65,781

*Salary schedule renumbered in 2011-12. There was a 0% increase to the schedule and 1/2 steps were granted. Those not receiving a step increase in 2011-12 paid an off-schedule, lump sum payment of \$400 which is prorated for part-time staff.

Pay Grade 4								
Work Weeks								
	37	38	40	42	44	45	46	48
STEP								
1	47,845	56,159	59,156	62,089	64,706	65,999	67,387	69,750
1.5	48,585	57,028	60,071	63,049	65,707	67,020	68,429	70,829
2	49,325	57,896	60,986	64,009	66,707	68,040	69,471	71,907
2.5	50,088	58,792	61,929	64,999	67,739	69,092	70,546	73,019
3	50,851	59,687	62,872	65,989	68,770	70,144	71,620	74,131
3.5	51,638	60,610	63,844	67,010	69,834	71,229	72,728	75,278
4	52,424	61,533	64,816	68,030	70,897	72,313	73,835	76,424
4.5	52,846	62,028	65,338	68,576	71,467	72,894	74,429	77,039
5	53,267	62,522	65,860	69,121	72,037	73,475	75,023	77,654
5.5	54,110	63,510	66,904	70,213	73,177	74,637	76,211	78,884
6	54,952	64,498	67,947	71,304	74,317	75,798	77,399	80,113
6.5	55,794	65,486	68,990	72,396	75,457	76,959	78,588	81,344
7	56,635	66,474	70,033	73,488	76,597	78,120	79,776	82,574
7.5	57,477	67,463	71,077	74,580	77,737	79,280	80,965	83,804
8	58,319	68,451	72,120	75,672	78,877	80,440	82,154	85,034
8.5	59,161	69,439	73,164	76,764	80,017	81,601	83,343	86,264
9	60,003	70,426	74,207	77,856	81,157	82,761	84,532	87,494
9.5	60,845	71,415	75,251	78,947	82,297	83,923	85,720	88,724
10	61,686	72,403	76,294	80,038	83,437	85,084	86,908	89,954
10.5	62,393	73,234	77,170	80,955	84,394	86,059	87,905	90,986
11	63,099	74,064	78,045	81,872	85,351	87,033	88,902	92,018
11.5	64,130	75,247	79,286	83,164	86,693	88,397	90,293	93,452
12	65,161	76,429	80,527	84,456	88,034	89,760	91,684	94,885

*Salary schedule renumbered in 2011-12. There was a 0% increase to the schedule and 1/2 steps were granted. Those not receiving a step increase in 2011-12 paid an off-schedule, lump sum payment of \$400 which is prorated for part-time staff.

APPENDIX P

BOARD OF EDUCATION OF THE INGHAM INTERMEDIATE SCHOOL DISTRICT IN THE COUNTY OF INGHAM, MICHIGAN

This is a suggested format for your use:

NOTIFICATION OF INTENT TO RETIRE

I, _____ (name), hereby give notice of my intent to retire from the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, effective _____.

NOTIFICATION TO PROFESSIONAL STAFF OF THE PROCESS FOR THE COLLECTION OF BENEFITS FROM MPSERS

When a Professional staff member is ready to retire, you can write, e-mail, FAX or call the Office of Retirement Services to request a retirement packet. You should apply for retirement three (3) to six (6) months before your last day of service with the Board of Education of the Ingham Intermediate School District before your retirement effective date. When you retire, you may enroll yourself and your eligible dependents in the Retirement System's medical, dental and vision plans. Your coverage begins on the first day of the month after the Office of Retirement Services receives your completed application for retirement. Coverage always begins on the first day of a calendar month. You can begin your coverage no earlier than your retirement effective date or up to ninety (90) days later. You **MUST** check with the Office of Human Resources to determine when your present insurance(s) will terminate to be certain of continued coverage and prevent duplication of coverage. **Determining the correct effective date is very important and is your responsibility.** Premiums refunds cannot be made.

You should receive your insurance identification (ID) card and enrollment materials about two (2) weeks after you receive your first pension payment.

DISTRICT'S INSURANCE QUESTIONNAIRE TO PROSPECTIVE RETIREES

Employee's Name: _____

Ingham ISD effective retirement date: _____

Michigan Public School Employees Retirement System (MPSERS) retirement effective date: _

Date insurance benefits to start with the Office of Retirement Services: _____

Do you need health insurance coverage beyond the end of the month of your Ingham ISD retirement effective date? _____ Yes _____ No

If yes, what date do you need health insurance coverage through? _____

Note: The District's insurance benefits will end for staff in Classification 1-150 as of June 30, if staff have elected to retire on July 1. For staff retiring on August 1, the District insurance will end on July 31. For staff retiring on September 1, the District insurance will end August 31.

Employee Signature

Date

LETTER OF AGREEMENT
Updated for the 2000-2003
Collective Bargaining Agreement

This LETTER OF AGREEMENT, entered into on the 10th day of Sept, 2001, by and between the Board of Education of the Ingham Intermediate School District, in the County of Ingham Michigan, hereinafter referred to as the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association,"

WHEREAS, the parties are desirous of assisting staff in providing quality service to the students we serve; and

WHEREAS, the parties have previously agreed that Association staff members are not required to transport students, as provided in Article 16 Section 4 of the Collective Bargaining Agreement; and

WHEREAS, the nature and requirement of very limited jobs could be facilitated if this requirement of the Collective Bargaining Agreement was waived, on a case by case basis;


NOW THEREFORE IN CONSIDERATION OF THE FOREGOING the parties hereby agree:

1. The Orientation and Mobility Specialist, bargaining unit member of the Association, will be permitted to drive students or parents of students. Goals and objectives for each student shall support the need for this form of transportation.
2. Said staff member who is required to drive students in his/her own vehicle shall provide the office of Human Resources with the following prior to any such transporting of students:
 - a. Valid Michigan Chauffeur's license which shall be current and clear of moving violations. The staff member acknowledges that he/she is aware there will be a yearly drivers license record check.
 - b. A rider on his/her automobile insurance indicating that the personal vehicle will be used for business including transporting of students and or parents. This insurance shall be at a minimum of \$500,000 per occurrence.

3. The Board agrees to reimburse said employee for the cost associated with securing and maintaining the insurance and licensing outlined in 2a and 2b.
4. The Association will be advised in writing of all unit members who comply.
5. Parent/legal guardian shall sign a release permitting their child to ride with the Association member who meets criteria set forth above. No child will be transported without written permission from the parent/legal guardian. The District will provide forms for this purpose. These will be maintained in the office of the Director of Special Education. All parental/guardian permissions will be obtained annually.


Mobility Specialist

9-10-01
Date


Julie Mackenzie
IIPSA President

6-27-01
Date


Superintendent

6.27.01
Date

LETTER OF AGREEMENT 94-5

Updated for the 2004-2007 Collective Bargaining Agreement

This LETTER OF AGREEMENT, entered into on the ____ day of _____, 2000, by and between the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, hereinafter referred to as the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association," hereby agree as follows:

1. The terms and conditions contained in the parties' Collective Bargaining Agreement for the period of July 1, 2004, through June 30, 2007, are incorporated herein to the extent of necessary additions, modifications and deletions expressed in this Letter of Agreement.
2. Modify Article 15, School Year, Section 1, School Year/Holidays, for the Professional staff at Malcolm Williams School, effective July 1, 2000, to read as follows:

SECTION 1. SCHOOL YEAR/HOLIDAYS. The school year at Malcolm Williams School shall commence July 1, through June 30, of each contract year, consisting of 200 work days. The following national holidays shall be observed:


Independence Day¹
New Year's Eve Day

3. The year-round school calendar for Malcolm Williams School is attached hereto and made a part of this Letter of Agreement, notwithstanding Article 15, School Year, Section 2, School Calendar, of the parties' Collective Bargaining Agreement. In the event that there are any changes required during the term of this Agreement, the parties will, as they have in the past, meet and confer in regards to the school calendar.
4. Preparation/Planning/and Record Days. The Principal and Professional staff assigned to Malcolm Williams School will determine if any additional needs for preparation, planning and record days (1/2 days) are necessary due to the year-round schedule. The recommendations of the Principal and Professional staff will be forwarded to the President of the Association and the Board through the Assistant Superintendent for Special Education for final approval.

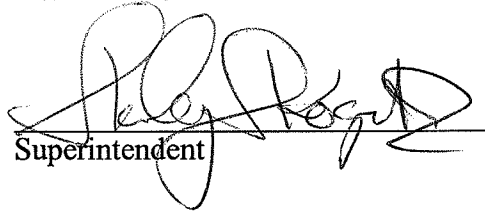
¹ And those national holidays contained in the parties' Collective Bargaining Agreement for the period of July 1, 2000, through June 30, 2003, and those contained in the successor Collective Bargaining Agreement.

5. Article 17, Absences with Pay, Section 1, Compensable Leave, to Malcolm Williams School, for the Professional staff assigned to Malcolm Williams School shall be in accord with the contractual provisions of the Master Agreement.
6. All Professional staff assigned to the Malcolm Williams School who commit to the 200-day year-round school shall receive their regular rate of pay.
7. Professional staff shall receive individual contracts for the period of July 1 through June 30.
8. The parties recognize that the transition to a year-round program can be difficult for both students and Professional staff.
 - A. A Professional assigned to the Malcolm Williams School who does not wish to sign a 200-day contract will be given first consideration for any transfers within the employ of the Board for which they are certified and qualified and may, if another Professional who is qualified and certified within the employ of the Board, agree to change positions. Any transfer shall be subject to the final approval of the Superintendent.
 - B. The Board may assist staff members who may need to take classes in the summer; to complete and/or work toward necessary certification or assist other staff during this transition period which is in the best interest of the program and the individual Professional staff member.
9. This Letter of Agreement is subject to additions, modifications or deletions as negotiated between the Board and the Association for the term of the Master Agreement; i.e., July 1, 2004, through June 30, 2007.
10. This 200-day year-round school year at Malcolm Williams School and this Letter of Agreement are subject to funding being approved by the State.
11. This Letter of Agreement is in effect until June 30, 2007.

12. Both parties agree that this Letter of Agreement is being entered into to address the issues which have arisen as a result of the changes to the school year at Malcolm Williams School.


Julie MacKenzie
IIRSA President

12-2-05
Date


Superintendent

12/5/05
Date

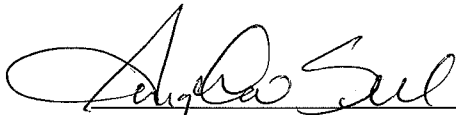
LETTER OF AGREEMENT #04-1

REVISED 9/12/11

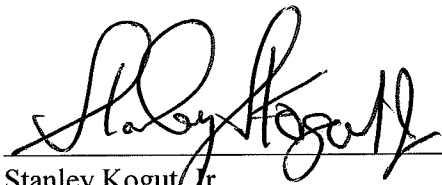
RE: Teacher, Students with Autism Spectrum Disorder, Explorer Elementary
Teacher, Students with Autism Spectrum Disorder, Ralya Elementary
Teacher, Students with Autism Spectrum Disorder, Wilkshire Elementary

This LETTER OF AGREEMENT entered into by the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, hereinafter referred to as the "Board", and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association", hereby agrees as follows:

1. The professional teachers occupying the positions referred to above and serving Explorer, Ralya and Wilkshire Elementary Schools and Haslett High School, respectfully, shall be paid an additional three (3) hours per week at their respective base salary/schedule position for the necessary planning time before and after the school day. For any portion of a week worked, the additional time shall be prorated based on the number of days worked.
2. The Master Agreement between the Board and the Association will control all other conditions of employment.
3. This Letter of Agreement shall be without precedent.



Angie Sell
IIPSA President



Stanley Kogut, Jr.
Superintendent

LETTER OF AGREEMENT #04-7

This LETTER OF AGREEMENT, entered into by the Board of Education of the Ingham Intermediate School District called the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter called the "Association," hereby agrees as follows:

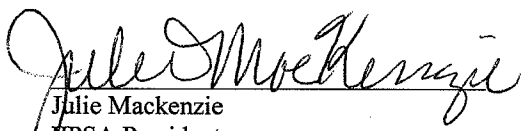
WHEREAS, the current collective bargaining agreement in Article 1, Section 5, recognizes employees in the bargaining unit who have added duties in addition to their professional job description. The current pay for the additional work is \$1,000.00 per year additional remuneration.

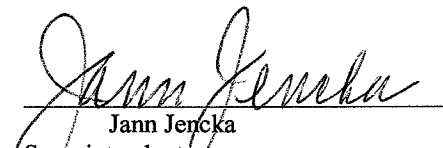
WHEREAS, the initial responsibilities and expectations for the Unit Leader assigned to provide coordination duties between special education, career services and technical education for students with disabilities enrolled at the Capital Area Career Center extend beyond the intent of Article 1, Section 5.

Notwithstanding Article 1 Section 5, the Board and the Association agree as follows:

1. That the IIPSA staff member appointed as Unit Leader shall be paid \$3,750.00 for the 2004-2005 year for approximately 6 hours of additional work per week. Those responsibilities are described in the attached document.
2. When performing the duties of Unit Leader, the employee shall not be eligible for additional adjusted time or simultaneous responsibility.
3. That the IIPSA staff member appointed as Unit Leader shall submit on a bi-monthly basis to both the District's Special Education Director and Associate Principal of the Capital Area Career Center an accounting of actions taken and time spent on fulfilling the responsibilities.
4. It is the intent of the parties that this Letter of Agreement shall be operative during the school year and does not extend to before or after the school year.
5. That this agreement will be reviewed annually to determine the applicability and extent of these responsibilities. Adjustments needed will be addressed by both the Board and the Association.

The terms of this Letter of Agreement do not constitute the establishment of a precedent as it pertains to Article 1 Section 5 with respect to the interpretation, enforcement or application of the current (2004-2007) collective bargaining agreement between the Board and the Association.


 Julie Mackenzie
 IIPSA President
 12-14-04
 Date


 Jann Jencka
 Superintendent
 12.15.04
 Date

INGHAM INTERMEDIATE SCHOOL DISTRICT

Special Education/CSTE Unit Leader Responsibilities

Special Education Unit Leader for Career Services and Technical Education

Overview:

The unit leader will provide coordination duties between special education, career services and technical education for students with disabilities enrolled at the Capital Area Career Center. The unit leader will work collaboratively with the Assistant Principal at the Career Center, Director of Special Education and CACC staff on IEP implementation, local district communication structures, student enrollment processes and planning for professional development.

Responsibilities and Expectations:

1. Functions as a liaison between local district and CSTE staff (teachers, support staff, service coordinators) for issues regarding students with disabilities, through the staffing process or as requested, which may include attendance, behavior/discipline, instruction, work based learning and enrollment.
2. Participates in the identification of planning for, and implementation of needed professional development activities with CSTE staff.
3. Participates in weekly staffing meetings with the Assistant Principal of the Career Center and the Director of Special Education to identify and address issues regarding students with disabilities enrolled at the Career Center.
4. Identifies agenda items for weekly staffing meetings.
5. Consults with the Director of Special Education as needed for technical assistance on compliance issues, IEP implementation issues, or needed administrative support in working with local districts, ISD special education staff and/or CSTE staff.
6. Consults with the Assistant Principal at the Career Center as needed for administrative support on student policies/procedures and in working with CSTE staff.
7. Coordinate MRS referrals and activities for students attending the CACC with assigned MRS counselor, LEA contacts, and CACC staff.
8. Provides bi-monthly updates of time worked and actions taken to the Director of Special Education and the Associate Principal of the Capital Area Career Center.

Human Resources Approval:

11/29/04

LETTER OF AGREEMENT 2004-9

This LETTER OF AGREEMENT, entered into on the _____ day of _____, 2004, by and between the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, hereinafter referred to as the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association," hereby agree as follows:

WHEREAS, during the collective bargaining process for a new successor agreement for the period of 2004-2007, the Association proposed to the Board representatives the issue of, "How do we ensure that the goals and objectives of the various District committees are being met?" and

WHEREAS, the parties agree to the importance of creating and maintaining healthy system processes that lead to improved service delivery internally and externally; and

WHEREAS, an important aspect of a healthy system is the development and institutionalization of a process to help work groups, teams, committees, and other staff meetings to be effective, efficient, and achieve the results expected inclusive of evaluation of those results for continuous improvement.

NOW, THEREFORE, the parties agree as follows:

1. To create a cross-occupational design team/study group to review literature, best practices, current practice and data gathering as needed.
2. The cross-occupational design team/study group will obtain necessary assistance from consultants; define terms, issues, and processes to be followed by all staff.
3. The cross-occupational design team/study group will put together language that defines the process to be followed by all work groups, teams, committees, and meetings.
4. The Board representatives will hold all staff accountable to follow the processes that are defined and Professional staff accepts responsibility to follow the processes.
5. The cross-occupational design team/study group will delineate an evaluation component to ensure compliance and success of all initiatives.

6. Upon completion of the pilot, the final process will be given to Professional staff and supervisors/managers for their use in meeting the objectives of the organization.
7. The parties will meet every spring to ensure progress of the process.

Julie MacKenzie

Julie MacKenzie
IPSA President

12-2-05
Date

[Handwritten Signature]

Superintendent

12/5/05
Date

LETTER OF AGREEMENT 2004-10

This LETTER OF AGREEMENT, entered into on the _____ day of _____, 2004, by and between the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, hereinafter referred to as the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association," hereby agree as follows:

WHEREAS, during the collective bargaining process for a new successor agreement for the period of 2004-2007, the Association proposed to the Board representatives the issue of, "how can we provide sufficient support for all students within Career Services and Technical Education (CSTE) to be successful?" and

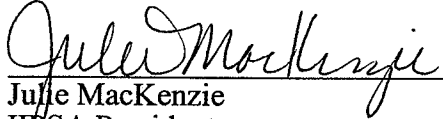
WHEREAS, the parties are desirous of having all students who attend programs or receive services from the Ingham Intermediate School District to be successful; and

WHEREAS, the District and IIPSA Professional teams have been determined and have met on one occasion with the Facilitator, Fran Mayeski.

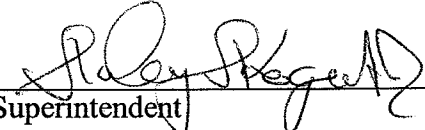
NOW, THEREFORE, the parties agree as follows:

1. Continue to jointly research, review, revise and improve the District initiative regarding the support system to assist students in being successful in CSTE.
2. Continue to jointly research, review and revise the District initiative to ensure that staff have the necessary skills, training and support to assist students.
3. The parties to jointly reach common understanding of state and federal regulations.
4. The parties mutually agree to seek to utilize the best practices, as appropriate, of the foregoing process to ensure that all students in CSTE are successful.
5. The Board and IIPSA shall be responsible for facilitating a joint review and data gathering from customers and implementors to monitor the effectiveness of the initiative (both on-going and new processes) and make necessary changes towards continuous improvement of the on-going process to ensure that all students in CSTE are successful. This will be an on-going process.
6. The parties will meet at least once each semester to ensure success of the process.

7. A coordinator with special subject-matter expertise in CSTE and special education has been appointed (see Letter of Agreement No. 2004-07).


Julie MacKenzie
IIASA President

12-2-05
Date


Superintendent

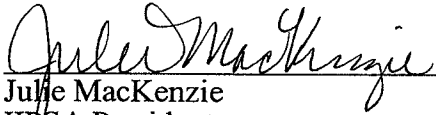
12/5/05
Date

LETTER OF AGREEMENT 2004-11

This LETTER OF AGREEMENT, entered into on the ____ day of _____, 2004, by and between the Board of Education of the Ingham Intermediate School District, in the County of Ingham, Michigan, hereinafter referred to as the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter referred to as the "Association," hereby agree as follows:

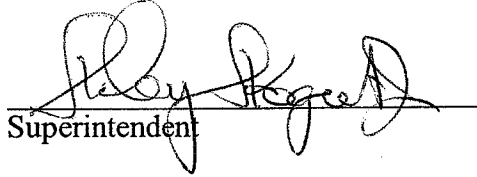
1. The parties have agreed to this letter of understanding concerning ARTICLE 10, CERTIFICATION, AUTHORIZATION, RECRUITMENT, SELECTION, APPOINTMENT AND TRANSFER OF EMPLOYEES, to provide a trial period for those Professional staff in classification 151 and above who have been laid off or where a layoff may occur, and who meet the minimum requirements of any job opening.
2. The parties agree that in any situation in which a staff member in 151 and above has been laid off or where a layoff may occur, and who meets the minimum requirements of any job opening, and an opening exists in the bargaining unit for which s/he is at least minimally qualified, that staff member shall have the opportunity to have a trial period in the position for up to four (4) months (includes weekends and holidays but not extended breaks; i.e., times not working during summer, vacation periods of one [1] week or more, etc.), subject to the following:
 - i. The determination by the Director of Human Resources of whether the affected employee minimally meets the qualifications is final and is not subject to review through the grievance procedure.
 - ii. Within two (2) months of the staff's beginning date, the supervisor of the position shall meet with the staff member and inform him/her of the areas needed for improvement. This information shall be given to the staff member in writing with a copy to Human Resources and the President of the Association.
 - iii. If the supervisor determines that the staff member is unable to do the entire job at the conclusion of the trial period, the supervisor will notify the employee in writing with the reasons for the decision with copies to Human Resources and the President of the Association.
 - iv. The decision of the supervisor is appealable to the Director of Human Resources.

- v. The decision of the Director on whether the staff member stays in the position or goes to layoff is final and is not grievable.



Julie MacKenzie
IIRSA President

12-2-05
Date



Superintendent

12/5/05
Date

LETTER OF AGREEMENT 2005-14

This LETTER OF AGREEMENT, entered into by the Board of Education of the Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter called the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter called the "Association," hereby agree as follows:

WHEREAS, Federal Law was enacted concerning privacy regulations under Title I of the Health Insurance Portability and Accountability Act (HIPAA) which was intended to protect health insurance coverage opportunities for employees and their dependents in the case of job change or job loss and particularly where the covered individual may have a pre-existing condition; and

WHEREAS, Federal Law was extended to be applicable to Title II, effective April 2003, which requires the United States Department of Health and Human Services (HHH) to establish, among other things, standards for the security and privacy of "individually identifiable health information"; and

WHEREAS, the Federal Department of Health and Human Services has so far declined to issue any standards or guidelines on the application of HIPAA to school districts; and

WHEREAS, professional staff have questioned whether they were either violating HIPAA and/or the Family Educational Rights and Privacy Act (FERPA) when transmitting certain information into cyberspace via their District-issued palm pilots to an entity outside of the school district concerning Medicaid information; and

WHEREAS, the Board, through its administrative staff, has sought several legal opinions which are on file with the District addressing such issues as "must School Districts

comply with FERPA or with HIPAA with regard to the privacy of educational records," and "when do certain HIPAA rules apply to School Districts"; and

WHEREAS, the Board representatives have shared all legal opinions received with the Association; and

WHEREAS, based on the legal opinions currently received, and absent any guidance on the application of HIPAA to school districts from the Federal Department of Health and Human Services, the Board and the Association agree as follows:

1. HIPAA security standards apply when school districts submit electronic information to an entity outside of the school district; e.g., electronic submission of claims to the State Medicaid agency for reimbursement.

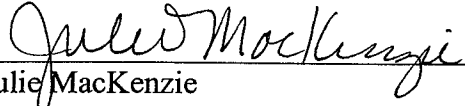
2. The Ingham Intermediate School District does not directly submit claims for Medicaid reimbursement, but contracts with a vendor to submit Medicaid claims, on its behalf; therefore, the HIPAA "transaction standards" apply to the vendor, Public Consulting Group (PCG) and not to Ingham, itself.

3. Public Consulting Group (PCG) underwent a certification and testing process with the Michigan State Medicaid Agency, and is an approved, HIPAA certified vendor.

4. Both parties agree that this Letter of Agreement is entered into to address the issues raised by professional staff as to HIPAA compliance.

5. Both parties agree that in the event that the law is changed, modified, clarified, or if new regulations and guidelines are issued which may contradict and render this Letter of Agreement null and void, the parties will revisit this subject matter.

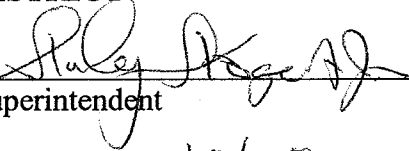
**INGHAM INGHAM INTERMEDIATE
PROFESSIONAL STAFF ASSOCIATION**



Julie MacKenzie

Dated: 12-2-05

**INGHAM INTERMEDIATE SCHOOL
DISTRICT**



Superintendent

Dated: 12/5/05

LETTER OF AGREEMENT 2005-15

This LETTER OF AGREEMENT, entered into by the Board of Education of the Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter called the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter called the "Association," hereby agree as follows:

WHEREAS, the parties have determined that there may be situations which arise in which the holidays identified in Article 15, School Year, Section 1, School Year/Work Year/Holidays, (B) for Classification 151 and above, conflict with the school calendar set forth in Section 2 of said Article; and

WHEREAS, the parties agree that when school is in session and a holiday occurs, the professional staff in Classifications 151 and above are expected to report to work; and

WHEREAS, it is the intent of the parties to honor the holidays for professional staff in Classifications 151 and above, yet provide for flexibility in the event that a conflict with the school calendar occurs;

THEREFORE, THE PARTIES AGREE as follows:

1. In the event of a conflict with a scheduled holiday for Classifications 151 and above with the school calendar, the professional staff shall be allowed to "flex the holiday" at another time to be determined by the professional either before the scheduled holiday or after the scheduled holiday with approval of their immediate supervisor.

2. Both parties agree that this Letter of Agreement is being entered into to address the issue of a holiday for Classifications 151 and above which conflicts with the school calendar.

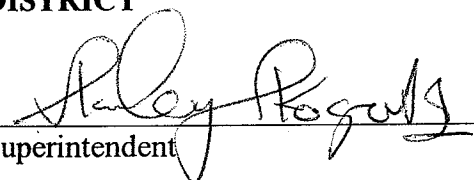
**INGHAM INTERMEDIATE
PROFESSIONAL STAFF ASSOCIATION**



Julie MacKenzie

Dated: 12-7-06

**INGHAM INTERMEDIATE SCHOOL
DISTRICT**



Superintendent

Dated: 12/5/05

LETTER OF AGREEMENT 2006-1

This LETTER OF AGREEMENT, entered into on _____ by the Board of Education of the Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter called the "Board," and the Ingham Intermediate Professional Staff Association, hereinafter called the "Association," hereby agrees as follows:

WHEREAS, the Association is the exclusive bargaining representative of the Community Service Specialist positions at the Capital Area Michigan Works with respect to rates of pay, wages, hours of employment and conditions of employment; and

WHEREAS, Community Service Specialist positions are funded solely through grant monies available and targeted to accomplish this work; and

WHEREAS, the Board and the Association currently have entered into a Master Labor Agreement for the period of July 1, 2004 until June 30, 2007; and

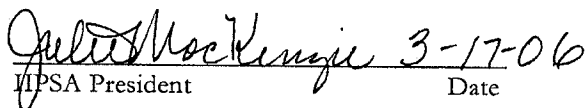
WHEREAS, the grant cycles do not run concurrently with the Master Labor Agreement between the Board and the Association; and

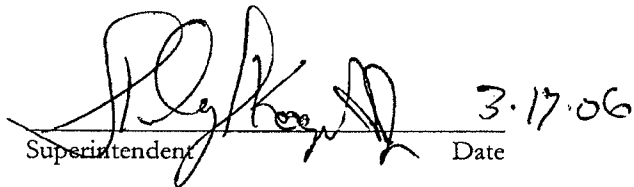
WHEREAS, the Board and the Association agree that for the year 2006-2007, salary and benefits are accurately projected within the grant to continue the Community Service Specialist positions at the Capital Area Michigan Works; and

WHEREAS, the Board and the Association acknowledge that salary and benefits cannot be accurately projected beyond the 2006-2007 life of the Master Labor Agreement since the multi-year grant applications extends beyond the expiration of the current Master Labor Agreement; and

THEREFORE, the Board and the Association agree as follows:

1. The parties agree that the Community Service Specialist positions cannot be supported by career and technical education millage dollars and that they should be self-supporting by the grant which includes all costs to operate the program (administrative, staff support-IIPSA and OPEIU, and other necessary and relevant costs).
2. The Board and the Association agree to meet and confer at any time during the life of the grant upon the call of either party as to costs to the operate the program with the agenda to include but not be limited to rates of pay, wages, hours of employment and other conditions of employment with the intent of the parties to continue the Community Service Specialist positions as self supporting within the confines of the grant.
3. This LETTER OF AGREEMENT shall be in full force and effect during the life of the positions of the Community Service Specialists.
4. This Agreement can only be changed or modified in writing signed by both parties.


IIPSA President Date


Superintendent Date

LETTER OF AGREEMENT – 2010-02
PERFORMANCE EVALUATION SYSTEM

This Letter of Agreement entered into by the Board of Education of the Ingham Intermediate School District (“IISD”), and the Ingham Intermediate Professional Staff Association (“IIPSA”), signifies that the parties agree as follows:

The IISD and IIPSA shall work together to create a compensation/evaluation system that is based on the requirements of Section 380.1249 of the Revised School Code. A joint Appraisal Task Force will be formed.

Linking step advancement and new CSI's will be discussed in the Appraisal Task Force, with the intent to follow the provisions of Section 380.1250 of the Revised School Code and the rules/regulations that might follow from such legislation. The task force will follow the generally accepted guidelines of continuous improvement and data driven decision making. The Appraisal Task Force will review: 1) research on performance evaluation systems, 2) evidence-based performance evaluation system models from other districts, 3) current baseline student/service data, and 4) other relevant guidance materials, resources and data; to form mutually agreeable recommendations on behalf of the district and IIPSA.

The Appraisal Task Force will be formed by August 15, 2010 with:

- (4) Administrators
- (4) IIPSA members from 1- 150
- (2) IIPSA members from 151 and above
- (4) IIPSA Union Leadership

Two administrators; the Assistant Superintendent for Instruction and Director of Human Resources, along with two IIPSA officers shall co-facilitate the Appraisal Task Force. The co-facilitators of the Appraisal Task Force will serve as a planning team to guide the work of the task force. The planning team will mutually determine the need to form sub-committees of the Appraisal Task Force to complete assigned tasks with facilitation support.

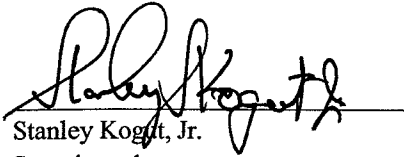
The Appraisal Task Force sessions will occur during the school/work day as mutually scheduled. Sub-committee and planning team meetings will occur outside of student instructional hours to minimize the impact on student learning and services.

Sub-committees of the Appraisal Task Force may gather data and report out on various topics that could include but not be limited to:

- Best practice and research regarding teacher/educator appraisal
- Benchmarking with other schools, districts and ISD's re: appraisal practices
- Needs assessment for IIPSA members and administrators
- Plan for action research related to the efficacy of the appraisal, via data collection
- How factors are weighted
- How non-teaching staff are evaluated
- Creating trust between administrators and staff
- Training processes for administrators and staff for continuous improvement

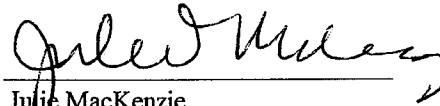
A written task force report and mutual recommendations for implementation regarding the purpose, outcomes, processes and components of the new performance evaluation system for all IIPSA staff, will be given to the IIPSA Executive Board for approval by March 1, 2011 and to the IISD Superintendent for approval by March 15, 2011. If the parties have not reached consensus by the timelines noted, the timelines may be extended by mutual agreement.

The first year of the new appraisal system implementation, during 2011-12, will support action research to collect data on pilot implementation with a cross-representative sample of IIPSA staff, to review the new system for validity. Data regarding administrative support will be included within the pilot effort to inform training and other supports needed within the system. During pilot implementation, data will be gathered and compiled regarding effectiveness of the new appraisal system pilot by the ISD Planning and Evaluation staff and shared with the Appraisal Task Force to determine necessary revisions, if any, to the system for full scale implementation with all IIPSA staff in 2012-13.



Stanley Kogut, Jr.
Superintendent

4-22-11
Date



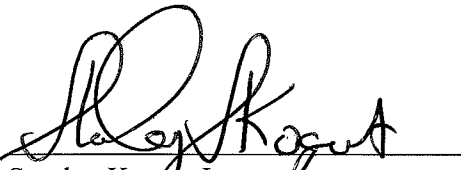
Julie MacKenzie
IIPSA President

4-22-11
Date

LETTER OF AGREEMENT – 2011-01
PERFORMANCE EVALUATION SYSTEM

This Letter of Agreement entered into by the Board of Education of the Ingham Intermediate School District (“IISD”), and the Ingham Intermediate Professional Staff Association (“IIPSA”), signifies that the parties agree as follows:

The parties shall continue to negotiate an IIPSA staff appraisal system as described in Letter of Agreement 2010-02. In the event that the system is not completed by September 1, 2011, the Superintendent, Asst. Superintendent and/or the Director of Human Resources, IIPSA president and IIPSA legal counsel, shall meet and confer for the purpose of adopting an interim appraisal system for teachers/instructors that complies with sections 1249 and 1250 of the Michigan Revised School Code.



Stanley Kogut, Jr.
Superintendent

9/14/11
Date



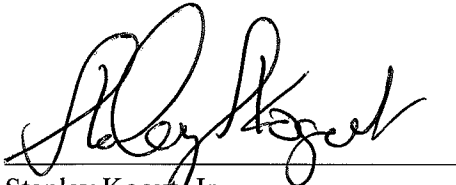
Angie Sell
IIPSA President

9.14.11
Date

LETTER OF AGREEMENT – 2011-02
ADJUSTED WORK TIME

This Letter of Agreement entered into by the Board of Education of the Ingham Intermediate School District (“IISD”), and the Ingham Intermediate Professional Staff Association (“IIPSA”), signifies that the parties agree as follows:

- a. IIPSA and IISD reinstitute ICIT quarterly to monitor support staff issues.
- b. During the Instructional Support Staff orientation (first week of 2011-2012 school year) supervisors will review the adjusted work time process, forms and procedures.
- c. A review of the adjusted work time forms will occur to insure mutual data collection needs are achieved.
- d. Staff will be required to obtain prior approval for use of adjusted work time as personal leave (staff must use 2 and/or 3 personal days prior to using adjusted work time.)
- e. Staff must submit prior notification to supervisor when adjusted work time is used for sick time.
- f. Instructional support staff must accrue adjusted work time before using adjusted work time.



Stanley Kogut, Jr.
Superintendent

9/14/11
Date



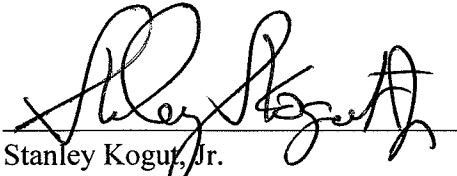
Angie Sell
IIPSA President

9.14.11
Date

LETTER OF AGREEMENT – 2011-03

This Letter of Agreement entered into by the Board of Education of the Ingham Intermediate School District (“IISD”), and the Ingham Intermediate Professional Staff Association (“IIPSA”), signifies that the parties agree as follows:

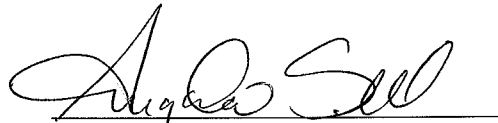
The District shall retain a third party consultant to conduct a study of the point factors used for all IIPSA 151 and above paygrades, in order to establish a new pay grade 4, between current paygrades 3 and 4. The District will meet and confer with IIPSA on the selection of the consultant. Affected staff shall be involved in the study. Upon completion of the study, the IISD and IIPSA shall meet to negotiate the new paygrade and any related changes mutually agreed.



Stanley Kogut, Jr.
Superintendent

9/14/11

Date



Angie Sell
IIPSA President

9.14.11

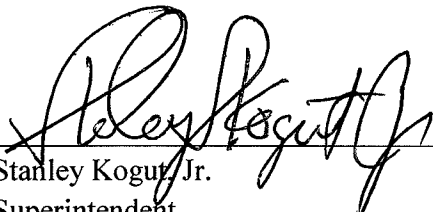
Date

LETTER OF AGREEMENT – 2011-04
EARLY ON CALENDAR

This Letter of Agreement entered into by the Board of Education of the Ingham Intermediate School District (“IISD”), and the Ingham Intermediate Professional Staff Association (“IIPSA”), signifies that the parties agree as follows:

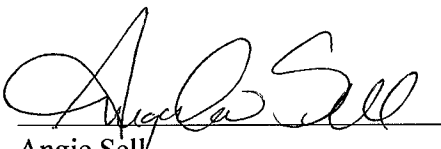
With the goal of developing an Early On calendar which (a) complies with any changes in existing and/or new law and regulations; (b) will have IIPSA 1- 150 staff work 185 days across the time period July 1 through June 30, with pre-determined, intermittent non-work periods and traditional breaks in the school year calendar; (c) has a sustained period of scheduled work time for 30 days following the September and February pupil count days to recapture pupil FTE and maximize generation of revenue to support the operation of the Early On program; (d) has 50 scheduled non-work days/holidays and has 25 flexible non-work days to be scheduled at their discretion in coordination with the program supervisor; and (e) has 30 scheduled work days for each Early On staff member during the period of time in June, July and August that is outside the start and end dates of the traditional school year calendar; the parties agree:

- a. To convene a workgroup composed of 2 Early On staff selected by IIPSA, the IIPSA President and legal counsel and the Supervisor of Early Childhood Education and the Assistant Superintendent for Instruction.
- b. The workgroup will consider any changes in workload and review data, law, regulations and comparables.
- c. Subject to the above parameters, the workgroup will consider what days should be non-work days (agreement on the non-work days around holidays/breaks.)
- d. The workgroup will begin by September 19, 2011 and will make recommendations to the IISD and IIPSA by December 23, 2011 on an Early On calendar that satisfies the above parameters, to be implemented July 1, 2012.
- e. In the event that the bargaining teams have not agreed upon an Early On calendar that satisfies the above parameters by January 31, 2012, the Superintendent, Assistant Superintendent for Instruction, IIPSA president and IIPSA legal counsel, shall meet and confer for the purpose of adopting an Early On Calendar to be effective July 1, 2012.



Stanley Kogut, Jr.
Superintendent

9/14/11
Date



Angie Sell
IIPSA President

9.14.11
Date

NON-CONTRACT LANGUAGE

The following language is arranged seriatim to correspond to appropriate sections of the 2011-2012 Collective Bargaining Agreement.

NEW CLASSIFICATIONS. (Reference Article 1, Sections 1, 2, 3) The Board recognizes the Association as the exclusive bargaining agent of all professional employees employed by the Board, excepting all supervisory, managerial or executive personnel, including but not limited to the Superintendent, Deputy, Associate and/or Assistant Superintendents, Directors, Principals, Assistant Principals, Supervisors/Foremen, and all non-professional employees.

Unless specifically excluded by the exclusion clause of this Agreement, all new positions or classifications established by the Board are positions or classifications within the bargaining unit. The Employer shall establish no new classification without first affording the Association sufficient advance, written notice and information to enable the Association to meet and confer in good faith with the Employer respecting the unit placement of the new positions or classifications, and unless the same is excluded by the exclusion clause, the wages, hours and other terms and conditions of employment of the professional employees to be employed in the new positions or classifications. The Board assigns the Assistant Superintendent of the Unit in which the new position or classification is proposed the responsibility of furnishing notice to the Association President.

COMMITTEE NOTIFICATION. (Reference Article 1, Section 3) The intent of this provision is to ensure that the Association has knowledge of its members being on committees or sub-committees that are other than ad hoc short-term committees (three months duration or less). The Association will be informed of all committees/sub-committees at the beginning of the 1997-98 school year and from then on when said committees/sub-committees are formed. The supervisor who calls the committee will inform the Association President of any participation of IIPSA staff to such a committee and the anticipated duration of the committee/sub-committee. Any minutes taken at the meeting will be provided to the Association President. The Association President will contact the supervisor for any updates on the committees/sub-committees in which the Association may be interested.

GRIEVANCE PROCESS. (Reference Article 6) It is the intent of both parties to seek to resolve concerns prior to resorting to the grievance process. Staff members are encouraged to bring their concerns to their supervisors to seek solution to issues raised. The supervisors will respond as expeditiously as possible so that grievance timelines can be preserved. This provision is not intended to preclude the use of the grievance process.

RELEASE TIME. (Reference Article 7, Section 4) It is agreed that when the Vice President of IIPSA Classification 151 and above utilizes release time, it would be charged as non-student contact time. The only time this will change will be if the Vice President for IIPSA Classification 151 and above was working directly with students on a full-time basis.

FOIA REQUEST. (Reference Article 9, Section 1) If the Board receives a Freedom of Information Act request concerning materials contained in a bargaining unit member's personnel file, it will notify the Association President and the bargaining unit member. It is the intent of the Board to give this notification prior to filling the request but in no instance will it give the notice later than at the time of fulfilling the request of their materials requested and, if requested by the bargaining unit member, furnish copies of the materials to the Association. The Board reserves the right to charge the Association the same amount for copies as it charges the person making the request under the Freedom of Information Act. If other requested materials are not in the personnel file and the bargaining unit member is named in the FOIA request, then the foregoing also shall apply.

ANNUALLY AUTHORIZED. (Reference Article 10)

A. If the employee certification is to be annually renewed, he or she must present proof for renewal of completed requirements to the Office of Human Resources by June 30 of the current contract year or no contract will be extended to said employee. These positions will be posted July 1 if the annually authorized instructor does not complete the following requirements:

1. Complete a course for credit toward their required teacher certification program by June 30 of each year.
2. Have a transcript of their grades into the main office of CACC by June 30 showing the successful completion of the course(s).

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

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

B. Annually authorized instructors effective September 1, 1992, if the employee certification is to be annually renewed, he or she must present proof as outlined below for renewal of completed requirements to the Office of Human Resources by June 30, 1993, and each year thereafter, or no contract will be extended to said employee. These positions will be posted on July 1, 1993, and each year thereafter, if the annually authorized instructor does not complete the following requirements:

1. Successfully completes six (6) term credits annually or four (4) semester credits annually (September to September) in an approved education program.
2. The annually-authorized instructor must present proof by June 30, 1993, and each year thereafter, of either completion of the requirement in (1) above, or written assurances that the annually-authorized instructor is enrolled to obtain the required six (6) term credits or four (4) semester credits by August 31, 1995, and each year thereafter.
3. Have a transcript of their grades into the main office of CACC by August 31, showing the successful completion of the courses.

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

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

STUDENT CONTACT HOURS. (Reference Article 13) The parties agree that the IISD calendar will meet the minimum hours required by law during the life of this contract (2004-2007). The parties further agree that no additional salary shall be forthcoming for these additional hours that are required. The required additional hours shall be in place as soon as practicable since local district calendars may be impacted but not later than by the beginning of the school year.

The parties are desirous of negotiating these required hours after receiving input from the programs that are impacted by the requirement. Each program that needs to increase its hours to be in compliance with the law shall establish times to meet beginning no later than February 1st of the year prior to implementation.

The administrator and a committee of staff members from the program shall be joined by an Association representative and the Assistant Superintendent of Instruction to discuss the issue and to formulate a plan to meet the additional hours requirement. The program committee shall formulate a plan by May 1st and forward it to the IIPSA Executive Board and the Superintendent for review. Either party, after review of the plan, may request to negotiate the plan. Such negotiations shall begin by May 15th of the year.

This provision, student contact hours, will expire on June 29, 2007.

FLEXTIME/WORK SCHEDULE ADJUSTMENT (Reference Article 13, Section 6, Classification 151 and Above) (Compensatory Time) In recognition of the diverse roles and work schedules that are represented in Classification 151 and above, it is acknowledged that individual employees may, at times, need to make adjustments in their work schedules to accommodate their customers' schedules. Employees will work with their supervisor to initiate a mutually agreed-upon arrangement to adjust the work schedule to accomplish the work that meets the customer's needs and schedule.

Guidelines for adjustment of work schedules include:

1. Customers' needs require an adjustment of the employee's work schedule.
2. Joint discussion between staff member and supervisor about the adjusted time to accommodate and acknowledge the non-traditional work schedule that is created by customers' needs.
3. If an agreeable arrangement cannot be reached, then the staff member will maintain and present a month-long log that outlines the hours and functions that were required to accomplish agreed-upon work.
4. At that point, if an agreeable arrangement cannot be made by the staff member and supervisor, he/she may take the situation to the next administrative level.
5. Such adjustments in work schedules would be made within a thirty (30) day period after the work schedule was adjusted and/or the work completed. An extension for using accumulated time must be mutually agreed upon between the employee and supervisor.

An additional clarification is that, if the employee's work continually requires non-traditional work hours, then an arrangement will be made to adjust his/her work schedule on a regular basis. Example: Longer days, four days per week; four day weeks twice a month; different arrival and leaving times for that position; and so on.

INSTRUCTIONAL. (Reference Article 14, Section 9) The parties agree that if Public Act 112 is repealed, or its pertinent section relating to sub-contracting is repealed, the word "instructional" in the second sentence of Article 14, Section 9, will be deleted. (Classification 1-150 are considered instructional staff.)

SCHOOL YEAR/CALENDAR. (Reference Article 15) Occupational Therapy Assistant, Physical Therapy Assistant, Allied Health Specialist.

The parties agree that these positions, as set forth in Classification 151 and above, will have the holidays and professional work hours of Classification 1-150.

The parties agree that IIPSA Classification 151 and above are able to utilize any accrued compensable time towards time off on either President's Day or one-half day on Good Friday.

SEVERE WEATHER. (Reference Article 17, Sections 3[E] and 8[G]; Article 21, Sections 2, 3, 4 and 5) The following three scenarios and general provisions are an attempt to assist us when situations occur that have not happened in the past in regards to staff utilizing personal time for severe weather situations.

1. If an itinerant is working in East Lansing and Haslett and both of the school districts are closed as a result of severe weather, the itinerant would notify the supervisor that they would be
 - a. working at home, or
 - b. using adjusted time, or
 - c. reporting to the ISD.

2. If the Capital Area Career Center is open because one or two districts are open, all teachers are expected to report
 - a. if staff are running late, staff will notify their supervisor and will report to work as soon as possible being careful to safely commute to work--there will be no charge against earned time for late arrival;
 - b. if staff is unable to report to school because of weather conditions and school is open, they will be charged sick time--either in half day or full day increments.

3. At times Mason School District will close which will necessitate the closing of Heartwood School when other buildings on campus are not closed. At the times Heartwood School closes, Heartwood School staff would utilize their professional hours plan in determining whether they have to report to school or not.

General Provisions:

There may be times that the Secondary Learning Center (SLC) and Capital Area Career Center (CACC) (Classifications 1 through 150 and Classifications 151 and above) staff report to the building and it is later determined that no students will be reporting to their program for the rest of the day. If all classes are covered, then those staff with no students in their program may

- a. continue to work in the building, or
- b. decide to work at home.

If a staff member has no students, but it is necessary for that staff member to cover for an absent staff member, this would not be considered simultaneous responsibility and no additional time off or extra pay would be awarded.

Staff in Classification 151 and above who do not have direct student contact, are expected to report to work on days that the District is open. If they are unable to report because of weather conditions, they may use any accrued compensatory time, sick time, or other compensable leave in either half or whole day increments.

Both parties agree that they will monitor the use of sick time for severe weather days. If an increased usage is noted, the Administration and Association will meet to discuss potential resolution.

CATASTROPHIC ILLNESS. (Reference Article 17, Section 13) The parties agree that the process is a draft we are working together to finalize. It will be a working draft that may change as we both learn what makes the most sense for staff and the District. We also recognize the longest someone could have access to this catastrophic illness program would be up to three (3) years while they are still an employee of the District.

FLEXIBLE SPENDING ACCOUNT. (Reference Article 22, Section 12) It is agreed between the District and the Association that staff members will be able to utilize up to Four Thousand (\$4,000) Dollars for certain medical expenses during the life of this contract. Both parties recognize that medical reimbursement is different than dependent reimbursement in that the District must pay the money to a staff member submitting bills, even prior to that staff member having the necessary money saved in the plan.

SUMMER EMPLOYMENT. (Reference Article 29, Section 7) Itinerant staff who are required to service districts in which those districts' regular school year begins before or ends after Ingham ISD's regular school year shall receive their regular rate of pay for all hours (see Letter of Agreement 94-4 and non-contract language extracted from 94-4) worked for those Districts during those times. This includes staff who work directly for year-round programs such as is currently present in Holt and Okemos. This does not impact different schedules during the year such as different in-service days, vacations, etc.

All other staff members; i.e., Capital Area Career Center, Heartwood School, Early-On, Career Planning and Placement Services, Machine Repair/Cleaning, etc., shall receive the maximum of MA 11 as set forth in Article 29, Section 7.

SUMMER EMPLOYMENT. (Reference Letter of Agreement 94-4) When staff members are working with the constituent districts other than during their normal work year and interpretation is needed as to how they charge their time, the following will be controlling:

All staff shall be paid for all time spent to do the work required. Time spent includes required preparation time, student contact time, IEPs, evaluating student performance and progress, report writing, conveyance to and from the District to the work site (one [1] hour), curriculum development, problem solving, in-service training, attending faculty meetings, conducting student and parent conferences, working on committees and committee assignments, evaluating student papers and themes, development of instructional materials, professional reading and study.

For purposes of this Agreement, a staff member unable to work due to any of the reasons set forth in Article 17 of the Collective Bargaining Agreement will not be paid nor will they be charged leave time.