AGREEMENT

Between

IONIA PUBLIC SCHOOLS'
BOARD OF EDUCATION

and

IESPA-MEA/NEA

2024-2028

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ARTICLE 1

AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Ionia Public Schools, hereinafter called the "Board" and the Michigan Education Association, hereinafter called the "Union". In accordance with its constitution, MEA does hereby authorize the Ionia Educational Support Personnel Association as its local agent.

ARTICLE 2

RECOGNITION

The Board hereby recognizes the Union as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all full-time and regular part-time paraeducators, secretarial/clerical employees, mechanic/technician and assistant mechanic/technician, but excluding: bus drivers, transportation secretary, substitutes, in school suspension supervisor, supervisory, administrative personnel, Food Service Bookkeeper, and other positions within the Central Administration Offices which are secretarial/clerical and financial in nature, and all other employees. The term employee when used hereinafter in the Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined and references to female employees shall include male employees.

Substitute employees are those who are used to replace an absent employee on leave of absence (paid or unpaid), vacation, or during periods in which vacancies (up to 60 calendar days) are being filled.

ARTICLE 3

AUTHORITY OF BOARD

The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, subject to the collective bargaining rights of its employees with respect to wages, hours and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and express terms of this Collective Bargaining Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty;

(b) To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, and to promote and transfer all such employees;

(c) To make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the District's properties and facilities, and after advance notice hereof to the Union and the employees, to require compliance therewith;

(d) To determine the number and location of specific work assignments, the equipment and procedures to be used, the schedule of duties for each work assignment, and to determine the starting and quitting time and the number of hours to be worked on each shift.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance hereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then to the extent and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE 4

EMPLOYEE RIGHTS

A. Non-Discrimination

1. The Board agrees that every employee shall have the right freely to, or not to, organize, join, and support the Union for the purpose of engaging in collective bargaining. The Board agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Michigan, or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Board, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

2. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights they may have under the Revised School Code or applicable laws and regulations.

3. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, political activities, color, national origin, age, sex, genetics, or marital status.

B. Discipline

1. No seniored employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

2. An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Such representation must be made within five (5) work days of the request. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.

3. Omnibus transportation employee testing act

The parties agree that the omnibus transportation employee testing act shall be implemented by the board as follows for bargaining unit members subject to the act's provisions:

a. Except as set forth in section (b) below, a covered employee who fails to comply with the provisions of the act or who tests positive for illegal drug or alcohol levels, will be discharged. Any challenge to the discharge through the grievance procedure shall be limited to whether the test results were accurate.

b. On a one-time basis, any covered employee who voluntarily requests alcohol or substance abuse counseling or treatment through the school district before being tested or being requested to be tested shall be referred to a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substances use. The covered employee will be placed on unpaid leave status for up to six (6) months and will not be disciplined, but must:

i. Immediately be removed from all duties involving the performance of safety-sensitive functions. During the pendency of his/her absence, the position will be filled with a substitute.

ii. Within the first five (5) days of the leave of absence, verify the existence of an appointment with a substance abuse professional and sign a release authorizing the substance abuse professional to communicate with the district relative to the employee's condition.

iii. Comply with the conditions of the alcohol or substance abuse counseling or treatment program.

iv. Assume the cost for treatment.

v. The employee will not be able to return to work until such time as the employee provides evidence from the substance abuse professional that he/she is free from alcohol abuse and drugs and further provides a negative test result at his/her own expense. If such evidence is not supplied during the six (6) month period, the employee will be discharged.

In the event an employee covered by this section tests positive in the future, the employee will be discharged.

c. Except as set forth in section (b) above, the board will assume the cost of testing and employees will be paid at the regular hourly rate for time spent associated with random, reasonable suspicion, and post-accident testing.

C. Files and Records

1. An employee will have the right to review the contents of her personnel records excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Union accompany her in such review.

2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with the names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the materials in question. Any employee's signature on materials indicates awareness of and not necessarily agreement with the material.

ARTICLE 5

UNION RIGHTS

The Union shall have, in addition to other rights expressly set forth or provided by statutes, the following rights:

A. Special Conferences

Special conferences for important matters will be arranged between the Union President and the designated representative of the Board upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Board.

B. Bulletin Boards and School Mails

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material that does not violate any laws.

C. Use of Facilities and Equipment

The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, computers, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use in the same manner as others. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

D. State and National Union Representatives

Duly authorized representatives of the state and national levels of the Union shall be permitted to transact official Union business on school property outside work time provided that this shall not interfere with nor interrupt normal school operations.

E. Union Representation

There shall be one steward per building and one (1) from the bus garage for the purpose of employee representation. Stewards shall be regular employees of the bargaining unit. The Union shall furnish in writing, to the Board, the names of Stewards upon their election or appointment. Within reasonable time limits, stewards, during working hours, without loss of time or pay, may represent employees and investigate and present grievances to the Board. Should it become necessary for a Steward to leave her place of work in order to represent an employee or investigate a grievance, the steward shall notify her supervisor and give the name of the employee she is going to see. The Steward shall notify the supervisor upon her return to work.

F. Relevant Information

The Board agrees to furnish, in the form in which it is available in the records of the district, to the Union in response to reasonable written request from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, as required by law and other information necessary to contract administration and collective bargaining in keeping with PERA. Costs of materials for duplication of such information and other reasonable costs shall be borne by the Union if documented and requested by the Superintendent.

G. The Employer shall provide, up to a total of twenty (20) working days per year of released time to attend a function of the Union, such as conferences, training sessions, and conventions, which shall be for the benefit of all bargaining unit members, regardless of Association membership. No more than three (3) unit members at any one time may utilize such released time. All retirement costs associated with the member attending the function, and substitute costs (if incurred), shall be borne by the Association and paid directly to the District upon invoice.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Definition: A claim or complaint by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of the provisions of the agreement.

B. General Conditions

A written grievance shall be filed on the form specified, and shall include the specific facts of the alleged violation and the articles and sub-paragraphs alleged to have been violated.

Any written grievance not filed in accordance with the requirements of this article shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

The term days as used in Article 6 (Grievance Procedure) shall be defined as days on which the district's Central Office is open and will specifically exclude the holidays set forth for 12 month bargaining unit employees Article 9. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

Grievances shall be signed by the grievant(s) or the local union President.

Grievances not within the power of the immediate supervisor to resolve may be entered at formal Level Two (2) of the procedure.

C. Hearing Levels

Level 1

When a cause for complaint occurs, the affected employee(s) shall request a meeting with her immediate supervisor within fifteen (15) days from the date of the alleged occurrence of the event upon which the complaint is based in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the employee at such meeting. If the employee is not satisfied with the result(s) of the meeting, she may formalize the complaint in writing as provided hereunder. If a complaint is not resolved in the informal

conference between the affected employee(s) and her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing to the Superintendent or his designee, within five (5) days of the meeting with the supervisor and the employee. A copy of the grievance shall be sent to the Union and the immediate supervisor.

Level 2

Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Union and the grievant(s).

Level 3

If the grievance is not resolved to the Union's satisfaction the Union may file a demand to arbitrate with the American Arbitration Association within ten (10) days of the answer at Level 2 or the date the answer was due. The proceedings shall be held in compliance with the Michigan Uniform Arbitration Act. No individual employee shall have the right to pursue a grievance to arbitration under this clause without the approval of the Union in writing. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The fees and expenses of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding upon the parties except as covered by the Michigan Uniform Arbitration Act.

Arrangements will be made for the release of Union witnesses without a loss of pay.

D. For the purpose of assisting an employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit an employee and/or a Union representative access to and the right to inspect and acquire copies of her personnel file and any other files or records of the Board which pertain to the employee or any issue in the proceeding in question unless the information is privileged. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

ARTICLE 7

EMPLOYEE PROTECTION

A. Any case of assault by a student upon an employee, while on the Board's property or acting in the line of duty, shall be promptly reported to the Board. Should the Board determine that such a course is necessary, then legal counsel shall be provided to advise the individual of her rights and obligations with respect to such assault and shall promptly render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

B. In case of an assault by a student on an employee acting in the line of duty, causing damage to the employee's personal property, the Board shall make an equitable financial reimbursement for the repair or replacement of such property up to two hundred fifty dollars ($250.00), unless such loss is covered by insurance or any other source.

ARTICLE 8

PAID LEAVE

A. General Conditions/Illness and Disability Leaves

1. Accumulated sick leave will be noted on the payroll check documentation.

2. Sick leave days will be earned at the rate of .05 times the number of hours paid biweekly. Unused sick leave shall accumulate to 190 days maximum.

3. Sick leave days may be utilized by an employee for the following:

   (a) Personal Illness or Disability - The employee may use all or any portion of her leave to recover from her own illness or disability.

   (b) Up to five (5) days per year may be used for illness in the immediate family. Immediate family is defined as spouse, children, parents, and in addition, others living in the household. In addition, the employee may choose to use his/her personal leave days as outlined in Section C of this Article.

   Any employee who has used the above referenced five (5) days, the two (2) personal days under Article 8 (c) and any available vacation time under Article 10, may request the use of additional accumulated sick leave days. The request is to be directed to the Superintendent in writing and must include a brief statement explaining the basis for the request, a preliminary estimate on the number of days being requested and the dates involved. The additional days are intended to only apply to situations involving the immediate family members named above where critical care needs are involved. Critical care situations include by way of example, situations involving hospitalization, hospice care where the person is terminally ill or chronic illnesses. Each request will be evaluated on a case-by-case basis. The denial of additional days is not subject to the grievance procedure. The Superintendent will notify the Association president that a request was made and whether the request was approved or denied. The identity of the individual and the nature of the request will not be disclosed.

   (c) For medical appointments for the employee or the employee's immediate family (spouse, children, parents and in addition, others living in the household). In addition, the employee may choose to use his/her personal leave days as outlined in Section C of this Article.

4. Any employee who is absent due to an injury compensable under Michigan Worker's Compensation Law will be paid the difference between the benefits received under the Michigan Worker's Compensation Law and her regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated sick leave credits on a pro rata basis until the accumulated sick leave credit has been exhausted. Upon exhaustion of accumulated sick leave days, the employee shall receive only the amount provided by Worker's Compensation.

5. The Board reserves the right to require a physician's statement prior to an employee's return to work from sick leave for three (3) days or more or at other times when there is reasonable cause to suspect abuse.

B. Jury Duty

In the event an employee is summoned for jury duty or to serve as a witness in a judicial or administrative proceeding, a leave of absence shall be granted for that purpose, provided the employee presents the court order, subpoena, or summons (if one is issued) to the immediate supervisor as far as possible in advance. The employee shall be at work at all reasonable times when not serving in such capacity.

The regular pay of the employee shall be continued during such periods provided the employee signs over any checks received (excluding mileage.) The continuation of wages will not apply where the employee is serving as an adverse witness to the Board.

C. Personal Leave

Employees may be granted five (5) days per year, two (2) not to be deducted from accumulated sick leave, and three (3) that shall be deducted from accumulated sick leave, for activities that cannot be done on weekends or after work. Except in emergency situations, requests for such leave shall be submitted to the Superintendent or his designee at least forty-eight (48) hours prior to use. Requests for such leave must be accompanied by a written statement explaining the reason for such leave request. It is expressly understood by way of illustration, that such days shall not be used for the following:

(1) recreational pursuits
(2) seeking other employment
(3) to extend weekends, holidays or vacation periods.

Unused personal leave shall be added to the employee's sick leave accumulation at the end of the year.

D. Funeral/Bereavement Leave

1. An employee shall be allowed at her request up to five (5) work days per incident, with pay, as Funeral and Bereavement Leave for a death of spouse, son or daughter, brother or sister, brother-in-law or sister-in-law, parent or parents of spouse and grandchild. The time shall not be deducted from Sick Leave.

2. An employee shall be allowed, at her request, up to five (5) work days per year with pay as Funeral or Bereavement Leave deducted from Sick Leave, for a death of a member of the immediate family (definition of the immediate family: grandparents, or a dependent in the immediate family).

3. At her request an employee shall be allowed one (1) work day per year with pay as Funeral Leave to be deducted from her accumulated Sick Leave for a death of a relative not defined in (1) or (2) above, or a close friend or Union member.

4. Unused funeral/bereavement leave shall not accumulate.

E. Authorized paid leave time under Article 10 will be granted in increments of not less than fifteen (15) minutes.

F. Any employee who has perfect attendance for the year will receive a stipend equal to a day's pay. Perfect attendance is defined as missing no scheduled work time on sick or personal leave days. Employees hired during the school year who are eligible will receive a prorated portion of the daily wage provided he/she was employed at least ninety (90) days during the fiscal year.

ARTICLE 9

HOLIDAYS

A. Paid holidays for bargaining unit employees shall be as follows:

1. Twelve month employees:

New Years Day
Good Friday (if school is dismissed)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas Day
New Years Eve

2. School year employees:

New Years Day
Day after New Years
Good Friday (if school is dismissed)
Midwinter Break (up to one day if scheduled)
Memorial Day
Labor Day
Day before Thanksgiving (if school is dismissed)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas Day
New Years Eve

In the event Good Friday is scheduled as a day of instruction (in whole or in part), an alternate day will be established during spring break.

B. Employees will be paid for said holidays at their current rate based on their regularly scheduled work day.

C. Should a holiday fall on a Saturday; Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

D. Unless an absence is approved by the Superintendent or designee, an employee must work the day before and following paid holidays in order to be eligible for holiday pay.

ARTICLE 10

VACATIONS

A. Twelve (12) month employees will earn credit toward vacation pay in accordance with the following schedule:

1. Period of probationary employment - none

2. An employee who has been with the Ionia Public Schools less than one (1) year shall be allowed five-sixths (5/6) of one (1) working day for each calendar month of employment prior to July 1 of the first fiscal year worked.

3. After one (1) year of full-time equated employment - ten (10) days per year.

4. After five (5) years of full-time equated employment - fifteen (15) days per year.

5. After ten (10) years of full-time equated employment - twenty (20) days per year.

B. For the purpose of computing vacation leave credits, all employees shall be considered as having a common anniversary date of June 30 of each year.

C. Employees who have not worked a full twelve (12) months by June 30 of any year shall be granted a pro rata portion of vacation in accordance with the schedule in Section A above.

D. Employees will be paid for said vacation days at their current rate based on their regularly scheduled work day.

E. Requests for vacation days must be received at least ten (10) working days prior to the requested date of vacation. Vacations shall be scheduled by the Superintendent or his designee. Where more than one (1) request for vacation is received for the same time period, seniority shall govern.

F. Vacations will be granted at such times as will cause minimal disruption of District services.

G. Vacations may not be accumulated from year to year or be waived in lieu of pay.

H. Should a holiday occur during an approved vacation, the vacation will be extended accordingly.

ARTICLE 11

UNPAID LEAVES

A. General Conditions

1. Leaves of absence without pay or benefits for a period of up to one (1) year in duration shall be granted upon written request from an employee without loss or accumulation of seniority for any of the purposes of section B. There will be no renewal or extensions of leaves of absences after the one (1) year expiration date.

2. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.

3. An employee returning from a leave of absence shall be reinstated to the position and classification she held when the leave began, or a like and similar position. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of her intent to return to work. Employees may request early termination of such leaves and the Board shall make reasonable attempts to reinstate the employee as soon as possible.

4. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Board.

5. The Family Medical Leave Act shall be administrated in accordance with the Act.

B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave - Shall be administrated in accordance with USERRA.

2. Parental/Child Care - A leave of absence, not to exceed six months, shall be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee. A pregnant employee may commence said child care leave at her option. Likewise, she may terminate the leave any time after the birth of the child provided that she is physically able to perform her work responsibilities. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the employee.

3. Education - An employee shall be granted a leave of absence for the purpose of continuing formal education. Leaves under this provision shall be limited to a total of one (1) year within a five-year period.

4. Home Conditions - An employee shall be granted a leave of absence for illness in the immediate family or matters of an urgent family nature. Request for successive leaves under these provisions require the approval of the Board.

5. Illness or disability of the employee (including Workers Compensation).

ARTICLE 12

SENIORITY

A. Seniority shall be defined as the length of continuous service within the bargaining unit within the following groups.

Accumulation of seniority will begin on the employee's date of hire in the group. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.

Employees transferring between groups will have their seniority frozen in their former group and the employee will be placed at the bottom of their new group seniority list unless the employee has frozen seniority with the new group.

The following seniority groups will be maintained:

Mechanics/Technician
Paraeducators
Secretaries

B. Probationary employees shall have no seniority until the completion of a forty-five (45) work day probationary period at which time their seniority shall revert to their first day of work.

The discipline and discharge of probationary employees is not subject to the grievance procedure.

C. The Board shall prepare, maintain and post annually in the month of October, the seniority list. If there are no potential errors identified within ten (10) business days of the posting, the list shall be deemed correct until the next annual posting.

D. Any employee who has been incapacitated at his/her regular work may elect to take a vacant position which he/she is able to perform. Such election shall be limited by the ability of the employee and the length of the employee's seniority.

E. An employee on unpaid leave shall have his/her seniority "frozen" for the duration of the leave and no step advancement on the salary schedule will be granted.

F. Seniority shall be lost by an employee upon termination, resignation, retirement from the bargaining unit, or the failure to return from a leave or layoff as elsewhere stipulated in this Agreement. An employee transferring out of the bargaining unit shall retain all rights and benefits accrued while in the bargaining unit upon his/her return to the bargaining unit.

G. For purposes of Article 14 (G), employees may only attend and select an assignment if the employee was assigned to a position at the end of the preceding school year which is subject to the aforementioned provisions.

ARTICLE 13

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

A. Except as set forth in section C-1, a layoff will be defined as a reduction in the number of bargaining unit employees or a reduction of one (1) or more work hours per day in a position in a fiscal year (July 1 to June 30).

The official record of hours reductions will be jointly maintained by the Association President and the Superintendent or his designee.

Prior to implementing any layoffs, the Board will meet with the Union. If, as a result of the meeting, there is to be reductions of one (1) or more hours per day in a position, it is agreed as follows:

1. The Association President or the President's designee will attempt to contact the employee within three (3) business days of the meeting (one business day if meeting is during the school year) in order to ascertain the employee's interest in accepting the reduction in hours and remaining in their current position.

2. If the employee wishes to remain in their current position, the employee must notify the Director of Finance, in writing, of their election within one (1) business day of being contacted by the Association President or the President's designee. If the employee is momentarily not able to provide the notice in writing, the employee may verbally confirm their interest and will follow-up in writing.

3. If no notice is received or the President or President's designee is not able to contact the employee, it will be assumed the employee will be exercising displacement rights under Section C.

4. The waiver of Displacement Rights by the employee does not apply to further reductions in hours in the future.

B. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff, or, when such thirty (30) calendar day notice is not possible due to circumstances beyond the control of the Board, at the earliest possible date.

C. 1. With the exception of the reduction of hours of Title 1 paraeducators during the summer prior to the annual assignment meeting (See Article 14-G), the following procedures will be utilized:

(a) Probationary employees in affected positions within the affected classification(s) will be laid off first provided non-probationary employees within the affected classification(s) are qualified to do the remaining work.

(b) A non-probationary employee who is laid off as defined in Section A above, reduced in hours or in a position being eliminated will be assigned based upon seniority (as defined in Article 12) to another position in the following sequential order provided the employee is qualified:

(1) To a vacancy within the employee's current classification that has more or the same number of work hours per week.

(2) In the event the employee is unable to retain a position within the classification under section 1 above, the employee will be assigned to a vacancy in another classification that has more or the same number of work hours per week.

(3) If no vacancy is available under sections 1- 2 above, the employee will displace the least seniored employee within the same classification that **has** the same number of work hours or more per week.

(4) If no position is available under sections 1- 3 above, the employee will displace the least seniored employee within another classification that has the same number of work hours or more per week.

(5) If no vacancy is available under sections 1- 4 above, the employee will displace the least seniored employee within the same classification that **has** the closest number of work hours per week.

(6) If no position is available under sections 1- 4 above, the employee will displace the least seniored employee within another classification that has the closest number of work hours.

Classification for purposes of Articles 13 and 14 shall refer to the individual job titles set forth in Appendix A.

2. Except as set forth above in section C (1), there shall be no bumping between classifications.

Employees will be recalled in inverse order of layoff. Recall rights will be limited to the seniority groups from which the employee was laid off and remains qualified and such rights are restricted to a period of two (2) years from the effective date of layoff.

Recall rights will not be applied to a reduction in hours.

3. In no case shall a new employee be employed by the Board while there are laid off employees eligible for recall under section 2 above who are qualified for a vacant or newly created position.

D. A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. The substitute hourly rate is the first step for the pay classification in Appendix A or the rate established by the district, whichever is higher. Laid off employees eligible for insurance coverage may, subject to provisions of the carrier's policy, continue their insurance benefits by paying the regular monthly per-subscriber rate premium for such benefits to the Board. Such payments shall be made through the Board, in advance of each period of coverage.

E. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall be given at least seven (7) working days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to work for which they are qualified and that is equal to their previous compensation shall forfeit his/her seniority rights.

ARTICLE 14

VACANCIES AND TRANSFERS

A. A vacancy shall be defined as any position, either newly created or a present position that is not filled.

B. All vacancies to be filled shall be posted on the job opportunities page of the districts website, accessible to all bargaining unit members for a period of six (6) working days. Said posting shall contain the following information:

1. Job Description
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

A copy of each posting shall be sent and emailed to the Union President. Interested employees may apply in writing to the Superintendent, or designee, within the six (6) working day posting period.

C. Vacancies will be filled in the following sequential order:

1. The most seniored employee who is qualified within the classification where the vacancy exists.

2. The most seniored employee who is qualified within another classification where the vacancy exists.

The most seniored qualified applicant will not be bypassed under Sections 1-4 above for another bargaining unit applicant unless it can be shown the other bargaining unit applicant is demonstrably superior.

In no case will a vacant position be filled from outside the bargaining unit so long as there are applicants from the bargaining unit who possess the minimum qualifications for the job.

Qualified bargaining unit members will be granted interviews for secretarial vacancies. The most qualified candidate from within or without the bargaining unit will be chosen.

D. When a position is to be filled with an applicant from within the bargaining unit, the Board shall make known its decision as to which applicant has been selected to fill a posted position within ten (10) working days after the expiration of the posting period. If there are no qualified bargaining unit members or no applicants from within the bargaining unit and a delay is expected in filling the position, the district shall notify the Association President as to the reasons for the delay and the projected date for filling the position. Each applicant shall be so notified in writing with a copy provided to the Union.

E. The parties agree that involuntary reassignments of employees are to be minimized and avoided whenever possible.

F. Any employee asked by a supervisor to temporarily assume the duties of another employee for more than one day will be paid the rate for those duties. An employee's pay rate shall not be reduced by any temporary change in duties.

G. 1. Each year, at least three (3) days prior to the first scheduled day of student instruction, a meeting of all current Title 1 paraeducators will be held.

Attendance at the meeting will be limited to current Title 1 paraeducators.

2. At the meeting, a list will be presented which identifies available assignments according to the expected hours of each assignment. The parties recognize a later adjustment in hours (increase or decrease) may be made.

Positions will be bid based upon seniority.

3. Except as provided in section 4 below, after the meeting, any change in hours (increase or decrease) will be made in each affected building on a seniority basis. No interbuilding realignment of paraeducators is required or permitted.

A reduction in hours under this paragraph will not require the implementation of the reassignment provisions of Article 13-C (Layoff) unless the reduction is at least one (1) hour per day.

4. After school begins, any paraeducator's position that is scheduled to be increased by one (1) or more hours per day will be posted in accordance with the procedures of Article 14.

5. Upon request of the Union, the administration will meet with the Union President prior to the annual bid meeting.

H. 1. The following provisions will only be implemented if there is a vacancy in the Paraeducator group.

The procedures set forth herein will be used in filling such vacancies and any subsequent vacancies in the classifications (See Appendix A) that may result through the implementation of this section.

2. Each year after the Title 1 bid meeting set forth in Article 14(G) and at least three (3) days prior to the first scheduled day of student instruction, a meeting of all bargaining unit members covered under the IESPA Master Agreement will be held. Attendance at the meeting is optional. It is understood that no employee can be involuntarily displaced as a result of the procedures set forth herein.

3. At the vacancy meeting, a list will be presented which identifies available assignments according to the expected hours of each assignment. The parties recognize a later adjustment in hours (increase or decrease) may be made.

Vacancies will be bid by employees in the sequential order set forth in Article 14 (C) (1-2).

Following the conclusion of the bid/vacancy meeting, the district will post any remaining position(s) for applicants external to the bargaining unit.

I. Testing required as a qualification for positions within the bargaining unit will be offered to bargaining unit members upon request to the Human Resource Director.

In the event of a layoff in a secretarial position as defined in Article 13(A), all current secretaries are considered qualified for purposes of the procedures in Article 13.

1. Within the last thirty (30) calendar days of the last student day of the year, there will be a bid meeting covering summer paraeducator positions.

Attendance at the meeting is voluntary and as such, no payment of wages will be made. Paraeducators from any seniority group (see Article 12-A) may attend.

2. At the meeting a list will be presented which identifies available assignments according to the expected hours and number of work days of each assignment. The parties recognize a later adjustment in hours/days (increase or decrease) may be made and in such instance, there will be no changes in assignments.

Employees must accept the entire assignment as posted.

3. Jobs will be bid in the following order:

   a. Title I positions will be offered first to current Title 1 Paraeducators based upon seniority.
   If there are more positions remaining, the position(s) will next be offered to paraeducators in other classifications.

   b. Special Education positions will be filled in the same sequence as set forth above.

4. The only entitlement for such work in the regular hourly rate of pay for the classification. No additional benefits will accrue for such work and paid leave time is not available.

5. In the event the District needs a substitute for the paraeducators' positions filled under Section 3 above, or for an elementary secretarial position used in conjunction with the program, the following will apply:

   a. The paraeducator at the meeting set forth in Section 3 who did not get a position, may request, in writing to the Business Office within twenty-four (24) hours of the meeting, to be placed on an elementary summer paraeducator substitute roster.

   b. Elementary secretaries may, by June 1, request, in writing, to the Business Office, to be placed on the substitute secretarial roster for the elementary summer program.

   c. Substitutes will be called if needed based upon seniority.

   There will be no grievances filed relating to Section 5.

ARTICLE 15

WORKING CONDITIONS

A. Employees shall not be required to assume additional duties because of the absence of certified personnel.

B. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

C. The normal work week for all employees is Monday through Friday.

D. The normal work day for employees shall be between 6:30 A.M. and 7:00 P.M. The minimum call-in pay for emergency situations shall be two (2) hours.
The normal work day for the mechanic/technician and assistant mechanic/technician shall be between 5:30 a.m. and 6:00 p.m. Any change in scheduling beyond 6:00 p.m. will only be implemented following notice and, if requested, discussion with the Union.

E. On teacher conference days, where the administration indicates work is available, classroom paraeducators may at their option elect to work or may take the time off without pay.

F. Employees working six (6) or more hours per day shall be entitled to two (2) ten (10) minute break periods. Employees working less than six (6) hours per day shall be entitled to one (1) ten

(10) minute break period per day. Specific times for break periods will be arranged with the immediate supervisor.

G. The Board shall provide adequate rest areas, lounges and restrooms for Employee use.

H. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Board or its designated representative shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations; however, the ultimate responsibility lies with the employee.

I. Employees required and authorized by their supervisor to provide their own transportation to travel from building to building on school business, shall be reimbursed at the current IRS rate, for mileage for all employees.

J. No employee will be eligible to hold more than one (1) position by virtue of this agreement if there is a scheduling conflict or if the assignment results in the payment of overtime.

No employee holding more than one (1) position will be authorized to accept overtime **or** extra hours if it interferes with the other assigned responsibilities.

ARTICLE 16

JOB DESCRIPTIONS

A. The Board will endeavor to establish job descriptions covering all bargaining unit job classifications.

B. These job descriptions shall generally outline the major duties and responsibilities of each classification.

C. Job descriptions shall accompany posting for vacancies.

D. The Union agrees to provide assistance and input in the process of establishing job descriptions.

ARTICLE 17

SCHOOL CLOSINGS

A. 1. When schools are closed on any regularly scheduled work days due to inclement weather, the following employees are expected to be on duty and shall receive their regular daily compensation: Mechanic/technician and assistant mechanic/technician.

2. All other employees, including any year-round secretaries, are not to report to work and shall receive pay for such day(s), provided such days qualify for the receipt of State Aid under Section 101 of the State Aid Act. Employees shall be expected to report to work on any and all make-up days.

3. The year-round secretary would have the option of working or taking a vacation or personal day for the additional weather days that school-year secretaries do not work and do not get paid for until make-up days.

B. Secretaries and Paraeducators

When school operations are closed due to inclement weather during the employees' regularly scheduled work day, employees shall be permitted to leave work without loss of salary for that day. It is understood that consistent with the individual(s) assignment, employees shall remain long enough to take care of required responsibilities.

C. The provisions outlined in A and B above will also be utilized in the instance of other school closings on scheduled days of student instruction.

ARTICLE 18

COMPENSATION

A. The basic compensation shall only be as set forth in Appendix A. Employees will be given a choice of either direct deposit or a debit card for payroll purposes.

B. The following conditions shall apply to all overtime work:

1. All overtime requested by the immediate supervisor must have prior approval of the Superintendent and/or the Assistant Superintendent.

2. Time and one-half will be paid for all hours worked over forty (40) hours in one week and for all hours worked on Saturday.

3. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.

4. Paid leave shall count towards hours worked.

5. There shall be no off-setting time to avoid overtime payment absent mutual agreement between an employee and the Board.

6. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Board and the employee. Such compensatory time shall be at time and one-half or double time, whichever is applicable.

C. Step advancement on the pay schedule will only be granted at the start of the fiscal year (July 1) and will further only be granted to employees who worked at least ninety (90) work days as a regular bargaining unit member in the preceding school year.

D. The process for requesting extra or overtime hours for bargaining unit secretaries is as follows:

1. Such requests will be placed in writing to the appropriate building principal with a copy provided to the Superintendent.

2. The request will include the specific reason for requesting the extra or overtime hours. The request will also include the number of hours projected to complete the project and the due date (if applicable) for completion of the work.

3. Requests should be submitted at least twenty-four (24) hours in advance when possible. A determination will be made on the request for extra or overtime hours within twenty-four (24) hours by the Superintendent or his designee.

E. 1. Advanced placement on the salary schedule shall not be construed as granting advanced placement for purposes of seniority.

2. When a bargaining unit member is reassigned to another pay classification (see Appendix A), the member will be placed at the step in the new classification which is closest to, but not less than his/her former rate. It is expressly understood that the application of this provision will not result in the placement of an employee above the top step on any of the wage schedules.

3. The assignment of a bargaining unit member to more than one position (in different classifications) will not be subject to the provisions of section 2. In such instances, the employee will be placed on step 1 in the classification assigned to most recently unless the employee had previously served within the district with the classification, in which case, additional steps as appropriate will be authorized.

4. As employees are hired into the bargaining unit, the district reserves the right to grant up to three years (except Classification III) of credit for job-related experience outside of the bargaining unit. With regard to Classification III, the district reserves the right to grant up to five years of credit for job-related experience outside of the bargaining unit.

Unless a higher rate of pay is required under section 2 above, current employees who are reassigned to another classification who had job-related experience outside of the district, will be treated in the same manner as new hires for purposes of initial placement in the new classification.

Section 4 shall not be construed to mandate the district grant full or partial credit to employees.

5. When a new employee is granted advanced placement on the salary schedule, the IESPA President will be notified.

F. Any amounts owed for insurance benefits or overpayments in wages made under the terms of the Agreement will be payroll deducted as a condition of the Master Contract pursuant to the authority and limitations set forth in MCLA 408.477.

G. On occasion, there is funding available through Title I for before and after school programs during the school year which involve Title I paraeducator positions.

In such instances, the addition of the time will not constitute a vacancy for purposes of Article 14.

When Title I paraeducators are needed, the hours will be offered in the following order:

a. The most seniored Title I employee within the building.
b. The most seniored employee in Classification I (excluding Title I) within that building.
c. The most seniored Classification II employee within that building.

2. On occasion, there is funding through the general fund for before and after school programs during the school year for such things as detention, suspension, homework,

etc., which involve non-title I paraeducator positions.

In such instances, the addition of the time will not constitute a vacancy for purposes of Article 14.

When paraeducators are needed, the hours will be offered to the most seniored employee within the building.

3. The pay for the additional work, in all instances, will be at the Classification I rate and will only be paid if the time is actually worked. The only benefit afforded for such work is the hour rate of pay and no other rights, benefits or entitlements shall apply. By way of example, if there is a snow day or holiday or a paid leave day is used by the employee on a day where the extra time is scheduled, pay will not be issued for the additional time.

ARTICLE 19

FRINGE BENEFITS

A. Except as noted below, to the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the insurance plan listed below. The Board shall make such payments in the following amounts:

Effective January 1, 2024 – the state hard cap set for single person coverage for medical benefit plan year beginning on or after January 1, 2024 ($641.90)

Effective January 1, 2025 - the state hard cap set for single person coverage for medical benefit plans year beginning on or after January 1, 2025 ($643.18)

Effective January 1, 2026 - the state hard cap set for single person coverage for medical benefit plans year beginning on or after January 1, 2026

Effective January 1, 2027 - the state hard cap set for single person coverage for medical benefit plans year beginning on or after January 1, 2027

Effective January 1, 2028 - the state hard cap set for single person coverage for medical benefit plans year beginning on or after January 1, 2028

PAK A – Employees shall choose one (1) of the following Health Plans ():

Choices PAK, 3-Tier Rx with Mandatory Mail with $500/$1000 Deductible
Choices PAK, Saver Rx with $1000/$2000 Deductible
ABC Plan 1, ABC Mandatory Mail with $1,400/2,800 Deductible
ABC Plan 2, ABC Rx with $2000/$4000 Deductible

Dental - Delta Dental Auto + 100: 90/90/80 $2,000 Adult Ortho (Except School Year Office Personnel)

Life - $10,000 MESSA Negotiated Term Life with AD & D

Vision - – VSP 3 Plus P 250 CL

The Board shall pay One Hundred Percent (100%) of the vision, dental (excepting School Year Office Personnel), AD&D, and life insurance which is attributable to the PAK A quote.

Employees may choose a higher level of coverage (i.e., 2-person or full family), in order to provide coverage for their dependents, and shall pay any increased cost above the Employer's contribution toward single subscriber health insurance.

B. The plan(s) chosen by the Association, and listed above, shall conform to all requirements of the PPACA, Public Act 152 of 2011 (PA 152), and the IRS Code; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The Board, after receiving input from the Association (which shall be given within Ten [10] days of a request by the District), is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA, PA 152, and the IRS Code, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any such adjustments shall be the ***minimum*** necessary to comply with the PPACA, PA 152, and the IRS Code, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. The Association may grieve and arbitrate whether the District made the "minimum" adjustment necessary. The right to grieve and arbitrate the Board's adjustment under this subsection shall survive the expiration of the collective bargaining agreement.

C. Those eligible Employees choosing to forego PAK A, including health insurance, shall be eligible for PAK B benefits, as more fully delineated below.

Life - $10,000 MESSA Negotiated Term Life with AD & D
Vision - MESSA VSP-3 Plus – P250 CL

The Board shall pay One Hundred Percent (100%) of the vision, AD&D, and life insurance which is attributable to the PAK B quote.

D. All deductibles shall be the responsibility of the individual Employee. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions.

E. Employees who have access to another Employee's Board funded insurance shall choose between insurance plans (if more than one option is available). One Employee will take Board funded insurance which covers both Employees (and their dependents if applicable), while the other Employee shall not be eligible for separate Board provided health insurance, but must take Cash-in-Lieu benefits (less applicable taxes) and PAK B insurance benefits. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded PAK A insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.

F. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.

G. Employees who are eligible for Board paid insurance contributions may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes), and PAK B benefits. The cash-in-lieu payment shall be One Hundred Ninety-One Dollars and Ninety Cents (1 $191.90) per month.
All employees as a condition to receiving cash-in-lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Affordable Care Act.

The Employee may direct all or a portion of the above amount to a tax-sheltered annuity approved by the Board through a separate written voluntary and elective contribution, as allowed by law or regulation.

H. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

I. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein, by law or regulation, or if the Employee has completed their contractual year, at which time insurance shall be paid through August 31 of the year in which they terminate their employment, so long as the employee continues to pay their portion of the insurance coverage. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

J. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

K. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. Employees shall be given an opportunity to correct any mistakes. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.

L. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

M. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st work day following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products if full unit participation is required by the insurance carrier. An employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis (8 hours per day, 52 weeks per year) (or school-year basis for Classification III Secretaries (Appendix A) and if coverage is required by the PPACA (beginning upon implementation of the employer mandate). Those who are not eligible for Board funded health insurance may elect health insurance at their own expense.

N. The "medical benefit plan coverage year" shall run from January 1 to December 31 of each year.

O. Dental and Vision plans shall include internal and external coordination of benefits for all Employees and their eligible dependents.

P. All Employees shall receive Vision, Life, and AD&D insurance: $10,000 MESSA Negotiated Term Life with AD&D; MESSA VSP-3 Plus – P250 CL.

ARTICLE 20

MISCELLANEOUS PROVISIONS

A. Employment Status Defined: The Board and Union recognize three general categories of employees:

1. Full Year Employees: Employees who work during the full twelve (12) month calendar year.
2. School Year Employees: Those employees whose working year basically coincides with the school year when students are in attendance.
3. Probationary Employees: Newly hired employees shall be considered as probationary employees for the first forty- five (45) working days of employment.

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

C. The Board shall post the complete master agreement on the district's transparency reporting website. The Board shall print fifteen (15) copies of this Agreement for the Union.

D. The Board and the Union recognize that the Master Agreement supersedes Board policy, past practice and previous understandings and agreements.

E. The parties mutually recognize that strikes by employees are contrary to law and public policy. They further agree that differences shall be resolved by peaceful and appropriate collective bargaining processes without interruption of the school program. Therefore, the Union agrees that no employee shall strike as defined by Act 379 of the Michigan Public Acts of 1965, as amended. Any employee who is claimed by the Board to have violated this provision shall be accorded all of the procedural rights under Section 6 of said Act in connection with any discipline or discharge which the Board may desire to impose. The Union will use the means at its disposal to assist in terminating actions in violations of this section.

F. An employee who has been employed for at least two (2) years may request up to ten (10) work days off per year on an unpaid basis. Such days off will not be granted in less than two (2) work day blocks of time. Such requests must be submitted in writing to the Superintendent at least thirty (30) calendar days in advance of the requested days and must state a general reason for requesting the leave. The granting of such leave times is subject to the approval of the Superintendent.

Any deviations from the terms of this provision are subject to the approval of the Superintendent and Union President.

With good cause shown the thirty (30) day requirement may be waived.

G. In appreciation for services to the school district a terminal benefit shall be provided for eligible employees who have served the Ionia Public Schools in this bargaining unit for ten (10) years or more. The benefit shall be computed on the basis of $50 per year of service. This is receivable upon application in process with the Michigan Public School Employees Retirement System and will be paid out with the employee's final paycheck.

Employees retiring under the above described conditions who have at least one hundred-fifty (150) [120 in the instance of school year employees] of accumulated sick leave days at the time of severance shall receive an additional $50 per year of service.

In the event of death, payment will be made to the employee's designated beneficiary.

H. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify or terminate the collective bargaining agreement as provided in the local government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement.

Any action taken by the association challenging the action of an emergency manager shall not be subject to the grievance procedure but may be pursued in a court of competent jurisdiction. In conjunction with the inclusion of the language in this section, it is understood the association does not waive any rights to file a law suit directed at any action initiated by an Emergency Manager.

ARTICLE 21

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2024 and shall remain in effect until 11:59 p.m. on June 30, 2028.

Extensions of this Agreement shall be made only by mutual written agreement between the Union and the Board.

FOR THE UNION

President

Vice-President

May 29, 2024
Date

FOR THE EMPLOYER

Superintendent

5/29/24
Date

Appendix A

The parties mutually agree to meet to reopen the contract for a discussion of wages and insurance for the 2027-2028 school year. The timing of the reopener will be determined mutually by the parties during the spring of 2027.

IESPA
Appendix A
Salary Schedule 2024-2025

Step	1	2	3	4	5	6	7
Classification							
I. Title I Paras Bus Paras, General Education Paras	13.76	14.48	15.22	15.89	16.66	16.97	17.30
II. Library Paras, Special Education Paras, High School Attendance Clerk	14.39	15.06	15.82	16.57	17.24	17.54	17.88
III. Secretaries	16.68	17.39	18.12	18.83	19.57	19.94	20.32
IV. Mechanic/Technician I and II							
Mechanic/Technician I	23.32	23.78	24.25	24.71	25.19	25.67	26.17
Mechanic/Technician II	18.54	19.50	20.47	20.85	21.24	21.65	22.11

For 2024-2025 - $500 retention bonus for staff members who completed the 2023-2024 school year and remain employed through December 1, 2024.

IESPA
Appendix A
Salary Schedule 2025-2026

Step	1	2	3	4	5	6	7
Classification							
I. Title I Paras Bus Paras, General Education Paras	14.04	14.77	15.52	16.21	16.99	17.31	17.65
II. Library Paras, Special Education Paras, High School Attendance Clerk	14.68	15.36	16.14	16.90	17.58	17.89	18.24
III. Secretaries	17.01	17.74	18.48	19.21	19.96	20.34	20.73
IV. Mechanic/Technician I and II							
Mechanic/Technician I	23.79	24.26	24.74	25.20	25.69	26.18	26.69
Mechanic/Technician II	18.91	19.89	20.88	21.27	21.66	22.08	22.55

IESPA

Appendix A

Salary Schedule 2026-2027

Step	1	2	3	4	5	6	7
Classification							
I. Title I Paras Bus Paras, General Education Paras	14.18	14.92	15.68	16.37	17.16	17.48	17.83
II. Library Paras, Special Education Paras, High School Attendance Clerk	14.83	15.51	16.30	17.07	17.76	18.07	18.42
III. Secretaries	17.18	17.92	18.66	19.40	20.16	20.54	20.94
IV. Mechanic/Technician I and II							
Mechanic/Technician I	24.03	24.50	24.99	25.45	25.95	26.44	26.96
Mechanic/Technician II	19.10	20.09	21.09	21.48	21.88	22.30	22.78

An additional 1% will be added to the 2026-2027 Appendix A if the FY 2027 foundation allowance/per pupil funding increase is at least 2% more than the FY2026 foundation allowance/per pupil funding.

$0.25 per hour will be added to staff members required to assist students with toileting.

In order for a new hire to qualify for placement on the Mechanic/Technician I pay schedule, a mechanic/technician must have an Automotive Service Excellence (ASE) certification in School Bus, Medium/Heavy Duty Truck or Auto/Light Truck.

In order to qualify for placement on the Mechanic/Technician II pay schedule, a mechanic/technician must maintain the minimum license requirements established by the State of Michigan to work on public school busses.

A. All full-time employees shall be granted longevity pay as follows:

1. Completed 10 years' service in this school district, $250.00 annually.
2. Completed 15 years' service in this school district, $350.00 annually.
3. Completed 20 years' service in this school district, $450.00 annually.
4. Completed 25 years' service in this school district, $550.00 annually.
5. Completed 30 years' service in this school district, $650.00 annually.

Beginning with 2023-2024 – all full time and school year employees shall receive the longevity pay according to the above schedule.

Letter of Agreement
between the
Ionia Public Schools Board of Education
And the
Ionia Educational Support Personnel Association

Re: Kayla Strunk Teacher Substitute

The parties hereby agree to the following on a one-time, non-precedent setting basis:

To allow Kayla Strunk, an IESPA Title I paraprofessional, to substitute teach at Rather Elementary in the 1st grade classroom while the position is vacant.

It is understood and agreed as follows:

1. Kayla Strunk voluntarily agreed to assume the role of a substitute teacher (Article 15A).
2. For the purposes of seniority, time spent in the substitute teacher assignment will be considered as time worked within the Title I Para educator division. (Article 12).
3. The rate of pay on the days that Kayla Strunk substitutes will be $200 per day.

This agreement shall be considered a one-time, non-precedent setting agreement.

9-22-25 9-22-25

For the Board Date For the IESPA Date

Letter of Agreement
between the
Ionia Public Schools Board of Education
And the
Ionia Educational Support Personnel Association

Re: Avery Haney Teacher Substitute

The parties hereby agree to the following on a one-time, non-precedent setting basis:

To allow Avery Haney, an IESPA Title I paraprofessional, to substitute teach at Rather Elementary in the 5th grade classroom while the position is vacant.

It is understood and agreed as follows:

1. Avery Haney voluntarily agreed to assume the role of a substitute teacher (Article 15A).
2. For the purposes of seniority, time spent in the substitute teacher assignment will be considered as time worked within the Title I Para educator division. (Article 12).
3. The rate of pay on the days that Avery Haney substitutes will be $200 per day.

This agreement shall be considered a one-time, non-precedent setting agreement.

9-22-25 | 9-22-25

For the Board | Date | For the IESPA | Date

Letter of Agreement
between the
Ionia Public Schools Board of Education
And the
Ionia Educational Support Personnel Association

Re: Amanda Dykstra Teacher Substitute

The parties hereby agree to the following on a one-time, non-precedent setting basis:

To allow Amanda Dykstra, an IESPA Title I paraprofessional, to substitute teach at Jefferson Elementary in the 2nd grade classroom while the position is vacant.

It is understood and agreed as follows:

1. Amanda Dykstra voluntarily agreed to assume the role of a substitute teacher (Article 15A).
2. For the purposes of seniority, time spent in the substitute teacher assignment will be considered as time worked within the Title I Para educator division. (Article 12).
3. The rate of pay on the days that Amanda Dykstra substitutes will be $200 per day.

This agreement shall be considered a one-time, non-precedent setting agreement.

9-22-25 9-22-25

For the Board Date For the IESPA Date

Letter of Agreement
between the
Ionia Public Schools Board of Education
And the
Ionia Educational Support Personnel Association

Re: Lisa Myers Teacher Substitute

The parties hereby agree to the following on a one-time, non-precedent setting basis:

To allow Lisa Myers, an IESPA Title I paraprofessional, to substitute teach at Boyce Elementary in the 1st grade classroom while the position is vacant.

It is understood and agreed as follows:

1. Lisa Myers voluntarily agreed to assume the role of a substitute teacher (Article 15A).
2. For the purposes of seniority, time spent in the substitute teacher assignment will be considered as time worked within the Title I Para educator division. (Article 12).
3. The rate of pay on the days that Lisa Myers substitutes will be $200 per day.

This agreement shall be considered a one-time, non-precedent setting agreement.

9-22-25 | 9-22-25

For the Board — Date | For the IESPA — Date

Letter of Agreement
between the
Ionia Public Schools Board of Education
And the
Ionia Educational Support Personnel Association

RE: Position posting timeline exception

The parties hereby agree to the following on a one-time, non-precedent setting basis to allow for internal postings to run for 48 hours instead of the agreed upon 6 days from September 22, 2024 through September 24, 2025

This agreement shall be considered a one-time, non-precedent setting agreement. There is no intent to convey any future rights to any bargaining unit member.

For the Board	9-22-25 Date	For the IESPA	9-22-25 Date

	1	2	3	4	5	6	7
Classification							
I. Title I Paras, Bus Paras, General Education Paras	15.33	15.58	15.83	16.53	17.33	17.66	18
II. Library Paras, Special Education Paras, High School Attendance Clerk	15.45	15.67	16.46	17.24	17.93	18.25	18.6
III. Secretaries	17.35	18.09	18.85	19.59	20.36	20.75	21.14
IV. Mechanic/Technician I & II							
Mechanic/Technician I	24.27	24.75	25.23	25.7	26.2	26.7	27.22
Mechanic/Technician II	19.29	20.29	21.3	21.7	22.09	22.52	23

*An additional 1% has been added to Schedule A as the FY2027 foundation allowance/per pupil funding increase was at least 2% more than the FY2026 foundation allowance/per pupil funding.