All Instructional Assistant personnel employed by the District are covered by these terms and conditions. Excluded are all other personnel of the District including, but not limited to: paraprofessionals, custodians, bus aides, administrative and certified personnel, secretaries, and other miscellaneous personnel.

**Conditions of Employment**

A. The District may require that an employee submit to a physical and/or mental examination by a physician of the District’s choosing to determine if the employee has a physical or mental disability or handicap which would affect the employee’s ability to perform the duties of his or her employment. Such requested examination shall be at the District’s expense.

B. The District requires and shall pay for any required tuberculosis skin test. For those who are allergic, the cost will be applied to their specialized test – the Instructional Assistant will pay for the difference.

C. Attendance at in-service classes/staff meetings is optional unless prescribed by the Administration as required. Attendance on parent conference days and other such days when students are not in attendance will not be required to attend unless directed by an Administrator. Pay will be granted at regular rate for such required attendance. Instructional Assistants may be asked to work Opening Day. It is expected that individuals will apply themselves in such a way to receive maximum benefit from training and make maximum contributions.

D. Attendance at PTO and other school functions and activities may be deemed necessary at times and will be mandatory when directed by an Administrator. Pay will be granted at regular rate for time required at such meetings.

E. Utilization of Instructional Assistants is described in Appendix A. Instructional Assistants are responsible immediately to the appropriate Principal, Director, and/or teacher involved. Specific obligations may also be assigned by the Directors of programs that provide funding.

F. Each newly hired Instructional Assistant shall be on probation for a period of 60 days. Sick leave accumulation shall be in force immediately upon employment.

**Working Hours**

The normal day for instructional assistants will be as determined by the building Principal and/or program Director/Supervisor. Starting time, lunch period, break and leaving time will be determined by the building Principal and the supervising teacher with the consent of the Director of Human Resources. Assistants working more than 5 hours will be provided a duty free lunch period of between 30 and 60 minutes. Assistants working less than 5 hours may or may not be assigned duty free lunch period. Lunch periods shall not be considered part of the workday.

All Instructional Assistants working more than five hours shall receive a 15-minute break during each normal workday except on field trips.
Communications

Representatives of the District and from among the Instructional Assistants may meet upon the request of one or the other for the purpose of reviewing the administration of this document and other matters of mutual concern.

Evaluation

Each Instructional Assistant will be evaluated at least once each year. Evaluations will be based on the Instructional Assistant Job Description and will be done on the approved evaluation forms. Evaluations may be done more frequently if in the judgment of the Supervisor it is appropriate to do so. The evaluation shall be completed by May 31st of each year. The building Principal or other appropriate Administrator will have primary responsibility for completing the evaluation, but shall involve input from the teacher(s) with whom the Instructional Assistant works. The evaluation shall be used to determine eligibility for additional compensation for the following year in the form of wage step increases.

Vacancies and New Positions

A. Whenever a vacancy and/or a newly created position occurs, notice of said vacancy or position shall be posted in each school building.

B. In filling such a vacancy, consideration will be given to the ability and service of all applicants employed by the District at the time of the posting. Appointments to vacant and/or new positions will not be made until at least five (5) working days following the notice of such vacancy. All applications must be submitted on-line to the Director of Human Resources.

District Rights and Responsibilities

A. The District on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, all rights, authority and responsibilities conferred and vested into it by the laws and the constitution of the State of Michigan and/or United States.

B. Such responsibilities include, without being limited to:
   1. Manage and control its business, its equipment, and its operations.
   2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
   3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer, terminate, and determine the size of the work force.
   4. Determine the services, supplies, and equipment necessary to continue its operation.
   5. Adopt reasonable rules and regulations.
   6. Determine the qualifications of employees, including health conditions.
### Holidays

Instructional assistants shall receive regular pay for the following holidays provided specified requirements are met (listed below):

**Must Work Last Day Before**

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Must Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
<td>Yes*</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>Yes</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Yes</td>
</tr>
<tr>
<td>Christmas</td>
<td>Yes</td>
</tr>
<tr>
<td>Two Days during Christmas</td>
<td>Yes</td>
</tr>
<tr>
<td>New Years Day</td>
<td>Yes</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Must Work First Day After**

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Must Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

* Only if the I.A.’s work year begins before Labor Day

** In event of a documented illness or emergency before or after a holiday, pay will be granted at the discretion of the Human Resources Office.

### Emergency of Closing of Schools

In the event of school closing due to inclement weather an instructional assistant may take available paid personal leave to avoid loss of pay or if no personal leave time is available, may take the day as unpaid.

### Method of Pay

A. Each instructional assistant shall receive a Letter of Employment stating the wage rate to be received and the number of daily hours expected to be worked for the school year.

B. Instructional Assistants are paid on an hourly basis and will submit bi-weekly timesheets.

C. Appropriate mileage allowance at a rate determined by the District, will be granted for those Instructional Assistants who regularly work in more than one building each day. Fifteen (15) minutes of paid travel time will be granted for such employees.

### Complaint Procedure

A. Nothing contained herein shall be construed to prevent any individual employee from presenting a concern or complaint and having the concern or complaint adjusted so long as the adjustment is consistent with the terms of this document. An IA shall have the right to have a fellow Instructional Assistant present with them when they present their concern.

B. In the event a concern or complaint cannot be resolved by informal discussion with the immediate supervisor, a written complaint may be initiated.

C. A complaint shall be defined as any alleged violation of a specific article or section of this handbook. In order to be a proper subject for the complaint procedure, a complaint must be submitted within ten (10) working days after the occurrence of the subject event. A formal complaint must be presented in writing and should state who is affected, the nature of the complaint, what sections of this handbook have allegedly been violated and the
relief sought. Any complaint presented in writing, by the employee or organization, shall be answered in writing.

D. In presenting and processing a formal complaint, the following steps shall be used:

**Step 1:** The complaint shall be submitted in writing to the Director of Human Resources, with a copy to the representative of the employee group, if desired. The Director of Human Resources shall, within ten (10) working days after the receipt of the complaint, meet with the employee and with the representative of the employee group if the employee wishes the representative be present. The Director of Human Resources shall, within five (5) working days after the hearing, render his/her decision in writing to the complainant with a copy to the representative present at the hearing if applicable.

**Step 2:** If the complaint has not been satisfactorily resolved, the employee may submit the complaint in writing to the superintendent within five (5) working days of the Step 1 decision. The superintendent shall within ten (10) working days after the receipt of the complaint meet with the employee and with a representative of the employee group present. The superintendent shall, within five (5) working days after the hearing, render his/her decision in writing to the complainant with a copy to the employee group representative at the hearing.

**Step 3:** If the complaint has not been satisfactorily resolved in Step 2, the employee may, within five (5) working days of the receipt of the superintendent's decision, submit an appeal to the Board of Education through the superintendent's office. The Board of Education shall, within fifteen (15) working days after the receipt of the appeal, meet with the complainant and with a representative of the employee group at the hearing. The board shall, within five (5) working days after such a meeting, render its decision in writing to the complainant with a copy to the employee group representative.

**Leaves of Absence**

A. All full time instructional assistants shall be granted sick leave days at the rate of one (1) day per full month of employment, accumulative to one hundred (100) days.

B. Part time instructional assistants shall be eligible for prorated sick leave benefits as stated in paragraph A, to be paid in accordance with their scheduled work time.

C. Sick leave time may be used for absence from duty because of personal illness or injury. It may also be used for childbirth and complications of pregnancy. Upon request of the District, absence for medical reasons must be documented by a statement from the instructional assistant’s doctor certifying or verifying the reasons for the absence.

D. Sick days used for absence from duty because of illness in the immediate family shall not exceed five (5) working days per calendar year. Such days shall be deducted from accumulated sick leave. Immediate family is defined as spouse, child, parent, parent-in-law, sibling, grandparent, and other members of immediate household with whom one has an association equivalent to family ties. Upon request of the District, absence for family medical reasons must be documented by a statement from a medical professional.

E. Employees will be allowed paid bereavement leave, without deduction from sick leave, for up to three (3) days per occurrence when there is death with the employee’s immediate family. When there are extenuating circumstances (e.g. distant travel), the employee may
elect to take an additional two (2) days per occurrence, deductible from sick leave. Immediate family is defined as spouse, child, parent, parent-in-law, sibling, grandparent, and other members of immediate household. A bereavement leave of one (1) day will also be allowed to attend the funeral of other relatives or friends. This day will be deducted from accumulated sick leave.

F. Each instructional assistant shall be granted a maximum of two (2) Personal Leave days per year to conduct business of a personal nature which cannot be accomplished outside of normal working hours. At least two (2) day’s notice shall be given in writing to the appropriate school Principal or Supervisor, except in the case of emergency. Such personal leave, if not taken, shall annually be added to accumulated sick leave. A day herein is understood to be of equal length to the routine workday of a specific employee; i.e., if an Instructional Assistant works 5 hours per day, a Personal Leave Day is 5 hours. Days may not be taken immediately before or after a holiday or break period.

G. Child Care leaves will be granted for a period of up to one school year subject to the following conditions:

1. Requests for such leave must be made in writing to the Director of Human Resources at least forty-five (45) business days prior to the beginning of such leave.
2. Any Instructional Assistant on such leave shall neither accumulate nor draw sick leave nor participate in district granted fringe benefits until again actively employed by the District.
3. Upon returning from such leave the instructional assistant may be assigned to the former position. If that position is not available, he/she will be assigned to a position consistent with his/her qualifications if such a position is available. She/he will be placed on the pay schedule one step higher than when the leave was granted if the leave commences on or after the beginning of the second semester and includes the summer, and if all other IA’s have been granted merit step increases.
4. To the degree possible the child care leave should coincide with the full semester.

H. If it is believed by the District or its agents that any employee has abused any portion of a leave policy, the District may require an employee to submit proof of illness or submit to a physical or mental examination by an agent of the District’s choosing to determine whether sick leave is warranted. Such requested examination shall be at the District’s expense. In the event that the District determines that an employee has abused the leave policy, the District shall charge the employee an amount equal to the pay received for the leave days taken. Such abuse may result in a suspension and/or discharge.

I. All accumulated sick leave shall terminate upon severance of employment.
Employee Assistance Plan

A. The District and the Instructional Assistants Employee Group recognize that alcohol or drug abuse by employees may create performance problems. The District and its employees are likewise concerned with addressing the employment-related health consequences to employees from alcohol or substance abuse problems.

B. The parties also recognize that alcohol or drug abuse problems may be treated successfully if there is early identification of the condition and where the employee voluntarily requests appropriate assistance.

C. Rehabilitation is also the primary responsibility of the Instructional Assistant. An Instructional Assistant’s involvement in the Plan will be completely voluntary. An Instructional Assistant seeking medical attention for alcohol or substance abuse problems is entitled to the use of paid and unpaid leave as otherwise described in and as conditioned by this document.

D. Any Instructional Assistant with alcohol or drug abuse problems impacting his/her job performance and who seeks help through the Employee Assistance Program shall not jeopardize his/her job security by virtue of such a request to participate in rehabilitation. However, an Instructional Assistant who fails to successfully complete rehabilitation may be subject to the disciplinary and other adverse employment consequences attributable to deficient or improper job performance, in accordance with the provisions of this document.

E. Nothing in this section shall be interpreted as constituting any waiver of or limitation on the right of the District to maintain discipline or acceptable levels of employee performance. An Instructional Assistant participating in the Employee Assistance Program and/or rehabilitation will be expected to maintain satisfactory job performance. It is agreed that disciplinary sanctions imposed due to alleged violations of District policies or regulations pertaining to drug and/or alcohol abuse shall be subject to the disciplinary standards and procedures.

F. The District encourages Instructional Assistants to access appropriate professional services for addressing drug and alcohol abuse problems. In connection with the operation of its Employee Assistance Program, the District shall maintain a listing of local counseling and rehabilitation resources. In formulating these materials, the District shall also include similar programs or resources identified by the organization.

The District shall not be responsible for either making direct referrals to such resources or for any monetary liability in connection with receipt of services by the instructional assistant and his/her dependents. The identification of programs and resources by the District shall not be regarded as any representation by the District or its agents regarding the character, reliability or quality of such services or programs. (Board Policies 4170, 4231)
Professional Staff Development

Professional staff development through in-service and conference opportunities is encouraged. Application for such attendance will be made through the appropriate Administrator. The Director of Human Resources will decide final approval. It is the Instructional Assistant’s responsibility to meet any training requirements as set forth by state or federal mandate (e.g., No Child Left Behind.)

Payroll Deduction

Upon appropriate written authorization from an Instructional Assistant, the District shall deduct from the earnings of any Instructional Assistant and make remittance for:

1. Tax sheltered annuity
2. Local banks and Credit Unions
3. Holland United Way, Holland Education Foundation, Holland Community Hospital Nursing Program, Aquatic Center Membership
4. Additional insurance benefits chosen from carrier options
5. Any voluntary fees or dues approved by the District

Check-off authorization and insurance alternatives shall not be changed during the school year except:

1. Where new or additional check-off is requested to meet a new loan obligation.
2. Insurance coverage is modified as a result of the Instructional Assistant’s changed family status.

Wage Scale

This wage scale of Merit steps applies to Instructional Assistants hired after January 1, 1989:

<table>
<thead>
<tr>
<th>Merit Step</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$12.32</td>
</tr>
<tr>
<td>2</td>
<td>$12.50</td>
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<td>$12.69</td>
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<td>19</td>
<td>$16.11</td>
</tr>
<tr>
<td>20</td>
<td>$16.35</td>
</tr>
</tbody>
</table>
Merit Steps

Instructional Assistants will have the opportunity to progress through the Merit Steps on the Wage Scale based upon their performance evaluation. An Instructional Assistant whose performance is rated as “Meets the District Standard” or better will be moved to the next Merit Step for the subsequent school year. An Instructional Assistant whose performance is not rated as “Meets District Standard” will not be moved to the next Merit Step and will remain on their current Merit Step.

CDA

Personnel assigned to positions which legally require special certification, such as a Child Development Associate (CDA) degree for the Michigan School Readiness Program or Great Start Readiness Program shall be paid at their hourly rate on the pay scale plus $0.65 per hour.

Longevity

After fifteen (15) years of service to Holland Public Schools, 25 cents shall be added to the hourly rate, effective on the first work day of the year. After twenty (20) years an additional 25 cents shall be added to the hourly rate effective on the first work day of the school year. After twenty-five (25) years an additional 25 cents shall be added to the hourly rate effective on the first work day of the year. Cutoff date will be at the end of the semester.

Insurance

The District will provide insurance premium payments for all instructional assistants hired prior to July 1, 2007. Benefits will not be offered to Instructional Assistants hired as of July 1, 2007.

- Benefits begin the first of the month following the hire date.
- Coverage will be provided by carriers to be named by the District.
- The provisions specified below pertain to instructional assistants (working at least 6 hours per day). Instructional assistants who work less than 6 hours per day will receive a prorated benefit allowance which will be determined by dividing the hours worked per day by 6 and then multiplying by the appropriate dollar amount.
  - The District will pay 90% of the monthly premium for single coverage and 59% of the premium for 2 person or family coverage.
  - The employee will pay 10% of the monthly premium for single coverage and 41% of the premium for 2 person or family coverage.
  - The district will deposit the full amount of the deductible into an H.S.A account for the employee in January.
  - Cash in lieu of insurance in the amount of $100 per month is offered for qualified IA’s who waive insurance.
- Dental coverage of 90:50:50 with a $1,000 yearly max and $1,500 yearly orthodontic max is offered at no cost to the qualified employee. (ASR self-funded)
- A $5,000 life insurance policy, paid by the district, is offered at no cost to qualified employees.

- **Up to and not to exceed state caps**

1. All insurance programs will commence on January 1st of each year and will continue until December 31st of each year for all Instructional Assistants who complete the full school year. Should employment be severed prior to the close of the school year, benefits shall cease on the date of termination or leave of absence.
2. When an IA is absent due to illness, the District will continue to pay its share of health premiums for a period in compliance with Family Medical Leave Act (FMLA) requirements if the IA was eligible for the benefits of the FMLA. Upon the expiration of FMLA leave, the District paid insurance will cease. Health coverage may be continued beyond this date at the employees’ expense and according to carrier policy. Should the illness cease during a break period, the District would resume payment of premium, provided a doctor’s written verification of ability to work is presented.
Though teacher’s aides or Instructional Assistants are not required to be certified, they must be qualified by meeting NCLB (No Child Left Behind Act) requirements of 2 years of college coursework or complete the appropriate alternates allowed.

Teacher aides may be assigned to (1) perform non-instructional duties, or (2) assist in instructional related activities.

1. Responsibility for day-to-day instructional activities shall rest with certified teachers.

2. School Districts may employ non-certified personnel for:
   a. Non-instructional duties, maintenance and disciplinary activities in lunchrooms, on playgrounds and in other school settings. Traffic control to protect children crossing streets on the way to and from school, and any other duties as judged appropriate by employing school Districts.
   b. Instructional related duties, complementing instruction (i.e., assisting the teacher during the lesson by helping pupils who may be having difficulty in understanding or in keeping with the class.) Supplementing instruction (i.e., assisting the teacher by working with individuals or small groups of pupils on follow-up activities specified by the teacher.) Reinforcing instruction (i.e., assisting the teacher by administering under supervision and direction, remedial or drill activities for individuals or small groups.)

3. All non-certified personnel engaged in complementing, supplementing or reinforcing instruction shall be under the meaningful direction and supervision of a certified classroom teacher.

4. Teacher aides may not be given full responsibility for instruction. A certified teacher must assign and must supervise activities performed by teacher aides, and must provide meaningful direction. For example:
   a. A certified teacher must be present during instructional activities each and every school day.
   b. A certified teacher may sometimes be temporarily absent during the school day.
   c. A certified teacher always must be responsible for the assigned instruction of a classroom.

5. All non-certified personnel engaged in non-instructional duties shall be under the meaningful direction and supervision of a school administrator or his/her delegate.