

# **AGREEMENT**

BETWEEN THE

**MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

AND THE

**MUSKEGON INTERMEDIATE EDUCATION ASSOCIATION**

**2010-2012**

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## MASTER AGREEMENT

This Agreement is entered into by and between the MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT, Muskegon, Michigan, hereinafter called the "Board," and the MUSKEGON INTERMEDIATE EDUCATION ASSOCIATION, hereinafter called the "Association."

### ARTICLE I

#### RECOGNITION

##### A. INCLUDED

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 2 of Act 379, Public Acts of 1965, for all certificated, licensed, and/or State Department of Education approved personnel, hereinafter referred to as "employee(s)."

##### 1. Instructional Staff

Special Education teachers having appropriate certification for the area of assignment who provide direct instructional and/or support services, as defined in the current Michigan Special Education Rules as amended.

##### 2. Ancillary and Other Related Special Education Service Personnel

Special Education Diagnostic and Support Staff who provide evaluation and/or support to the instructional program, as defined in the current Michigan Special Education Rules as amended.

This includes the following positions assigned to Wesley School:

- a. Occupational Therapists
- b. Work Study Coordinator
- c. Physical Therapists
- d. Teachers of Adaptive Physical Education
- e. Speech Therapist
- f. Teacher Consultant
- g. Nurse
- h. School Social Worker

B. EXCLUDED

Excluding instructional assistants, supervisors, substitutes, and all other employees.

C. NEW POSITION

Any new position created by the Board during the life of this Agreement will be added to this unit providing it is comparable to any position heretofore recognized. Such position(s) will require State approval and/or State certification.

## ARTICLE II

### EFFECT OF AGREEMENT AND NEGOTIATION PROCEDURES

A. BARGAINABLE MATTERS

The parties agree that during the negotiations leading up to the execution of this Agreement, they each had the right to negotiate about all properly bargainable matters and that this Agreement sets forth the full and complete understanding and commitment between themselves. During its term, neither shall be required to bargain about any further matters except as such matters may be mutually agreed upon.

B. NOTICE

Upon written request given by either party to the other, but no earlier than January 1, prior to expiration of this Agreement, negotiations will be undertaken for a successor agreement covering subsequent school years.

C. NEGOTIATION TEAMS

In any negotiations between the parties, neither shall have any control over the selection of the negotiating or bargaining representatives of the other party and each may select its representatives from within or without the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of such negotiations.

D. MUTUAL CONCERN

The parties do, however, acknowledge that matters of vital mutual concern might, from time to time, arise, which should be discussed. Such matters may become the subject of discussion when approached by a representative of either the Board or the Association and, should agreement thereon be reached, may become part of this Agreement upon mutual consent of the parties.

E. CONTRARY TO LAW

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. INDIVIDUAL CONTRACTS

Any contract between the Board and an individual employee shall be subject to the terms and conditions of this Agreement.

G. COMMITTEES

The Board and the Association recognize that it may be desirable from time to time to appoint members to joint advisory committees to engage in studies and plans concerning specific needs and problems of the district. The Board and/or the Association can request the organization of such committees. The Board and the Association shall retain the right to appoint their respective members to such committees on a voluntary basis. Such committee work will be scheduled so that it does not interfere with the regular duties of the employees involved.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

A. USE OF FACILITIES

The Association and its members, on making reasonable advance arrangements, shall have the right to use the Board's office facilities at reasonable hours for meetings while this contract is in full force and effect.

B. USE OF EQUIPMENT

The Board's duplicating equipment and small office machines shall be made available for use by the Association at reasonable times, when not otherwise in use, provided that advance arrangements are made through the Superintendent's Office (or other administrative designee(s)) for the use thereof while this contract is in full force and

effect. The Association shall pay the cost of all materials and supplies incident to such use.

C. USE OF BULLETIN BOARDS

The Association shall have the right to post notices of its activities on space on the bulletin boards made available for such use and the right to use other media of communication in use by the Board, provided however that any notices or communications so posted or distributed shall be signed by a responsible official of the Association. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises, so long as it does not have a disruptive effect on the educational process.

D. INFORMATION

Upon reasonable advance written notice, the Board will make available to the Association routine information available to the Board in the form in which it is kept concerning the financial resources of the District, tentative budgetary requirements and allocations, agendas and minutes of Board meetings, treasurer's reports, census and membership data. The Board will also make any other information available to the Association which may reasonably be necessary for the Association to process any grievance filed under this Agreement. Compilation costs of large amounts of material shall be borne by the Association.

E. EMPLOYEE DISCIPLINE

Disciplinary interviews and reprimands will be handled in private. An affected employee will be advised as to the specific alleged violation and will have the right in all such instances to request the presence of such Association building representatives who may be available at the time of such interview; and when such request is made, the

interview will not proceed unless such representative is in attendance. In such instance, the Administrator involved shall have the right to have another member of the administrative staff present.

F. EMPLOYEE RIGHTS

Nothing contained herein shall be construed to deny or restrict any employee with respect to any right s/he may have under the Michigan School Laws or other applicable laws or regulations to the extent that they are consistent with the provisions hereof.

G. CAUSE

No employee shall be reprimanded, disciplined, discharged, reduced in rank without just cause.

H. ELECTION

It is desirable that the Association be informed of fiscal, budgetary, and tax problems affecting special education in the district. Prior to the adoption of any resolution setting an election for operations of special education programs, the Association shall have the opportunity to consult with the Board concerning such proposals.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTIONS

A. DUES

Employees who are Association members may sign and deliver to the Board an assignment authorizing the deduction of the regular membership dues of the Association (including dues of the National Education Association and the Michigan Education Association) at either the fall or winter enrollment. The Board shall deduct

the amount of such dues from the employee's pay in such manner as shall be agreed upon by the parties and remit such amounts promptly to the Association.

B. OTHER DEDUCTIONS

The Board shall also make payroll deductions after being furnished proper written authorization therefore from the employees for insurance, credit union and any other plans or programs approved by the Board.

C. ERRORS

The Board shall not be liable for any errors or losses in the administration of this article except as it is shown that the Board was grossly negligent in the care and handling of the monies involved.

ARTICLE V

BOARD RIGHTS

A. AUTHORITY

The Association recognizes that the Board has the responsibility and the authority to manage and direct all of the operation and activities of the District to the full extent authorized by law and that, except as otherwise modified by a specific term of this Agreement, the Board retains all such rights. These rights, except as so modified herein, include the rights to:

1. The executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.

2. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to the promotion or transfer of all such employees.
3. Establish levels and courses of instruction, including special programs, and to provide for the athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
4. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of all types.
5. Determine class schedules, hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto and with respect to administrative and non-teaching activities.
6. The exercise of the powers, duties, and the responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgments and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement.

B. BOARD POLICIES

Except as otherwise provided herein, all rules, regulations, policies, procedures and practices of the Board shall remain in full force and effect and may be changed and updated from time to time; but in no way shall they conflict with any of the provisions set forth in this Agreement.

## ARTICLE VI

### NO INTERRUPTION OF EDUCATION

The Association and its members agree that during the life of this Agreement the Association and its members will not directly or indirectly cause, encourage, or participate in any strike, work stoppage, or any other type of concerted activity which has the effect of disrupting or in any way interfering with the normal educational activities of the district or its employees. In the event of any violation of this article, the Association agrees to take all reasonable steps to terminate such activity, and any employee who engages in such activity shall be subject to disciplinary action, including discharge without recourse to the grievance procedure.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

##### 1. Grievance

A grievance is a claim by an employee(s) that there has been an alleged violation of the expressed terms of this Agreement. Grievances affecting a group of may be filed by the Association President or other executive officer at Step Three of the grievance procedure. All other such grievances shall be processed as hereinafter provided.

##### 2. Aggrieved Employee (Grievant)

An “aggrieved employee” is the person or persons who are directly affected and therefore will make the claim

B. PROCEDURE AND TIME LINES:

1. Step One – Verbal Complaint to Building Principal

The aggrieved employee shall begin the grievance process by orally discussing the matter with the building Principal within seven (7) work days after the occurrence of the event upon which the grievance is based. The building Principal shall respond to such verbal complaint within seven (7) work days of the oral discussion. All grievances not settled orally shall be reduced to writing.

2. Step Two – Written Grievance to Building Principal

The written grievance shall be dated and signed by the grievant or grievants and shall state a brief synopsis of the facts, the approximate date of the alleged violation, the section number or numbers of the contract claimed to have been violated and the relief requested. All written grievances shall be presented in writing to the Principal as Step Two of the grievance procedure within seven (7) work days after the response to the verbal complaint. Within seven (7) work days after receiving a written grievance the aggrieved employee and a representative of the Association shall meet to discuss the matter with the Principal or, in his/her absence, the Director of Special Education or designee, and optionally one other MAISD administrator in an effort to resolve the grievance. If the grievance is not resolved at the meeting, a written answer to the grievance, shall be given to the Association within seven (7) work days after the meeting.

3. Step Three - Superintendent

If the answer at Step Two is not satisfactory, the grievance and previous answers shall be forwarded to the Superintendent of Schools within seven (7) work days

of receipt of the Step Two answer. Within seven (7) work days of receipt of the grievance and answers, the Superintendent and/or his designee(s) shall meet with the aggrieved employee(s), and the Association representative(s) in an effort to resolve the grievance. If not resolved at such meeting, the Superintendent of Schools or his/her designee shall give a written answer to the grievance, within seven (7) work days after the meeting.

4. Step Four - Board

If the Step Three answer is not satisfactory, the grievance may be presented by the Association to the Board of Education by delivery to the Superintendent of Schools within seven (7) work days of receipt of the Step Three answer. A meeting between at least two (2) representatives of the Board of Education, one of whom shall be a board member, and at least two (2) representatives of the Association shall be scheduled within seven (7) work days after the Superintendent of Schools has received the grievance. The decision of the Board of Education shall be given within seven (7) work days following its next regular meeting following the meeting provided for in this Step Four.

4. Step Five - Arbitration

If not settled as a result of such answer, either the Board or the Association, shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken by written notice given to the other party within ten (10) working days from the date the Board's answer was given.

It shall be the function of the arbitrator, and s/he shall be empowered, except as their powers are limited below, after due investigation, to make the decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

a. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her and to the interpretation of the application of the express terms of this Agreement. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or recommend changes to modify any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Association. The decision of the arbitrator shall be final and binding on both parties. The following matters shall not be the basis of any grievance filed under the grievance procedure.

- 1) The termination of services or failure to reemploy any probationary teacher.
- 2) The placing of a non-tenure teacher on an additional year of probation.
- 3) The termination of services or failure to reemploy any employee to a position other than his/her basic position.
- 4) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).

- 5) Any matter involving employee evaluation.
- b. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the parties incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- c. No decision in any one case shall require a retroactive adjustment in any other case.
- d. The arbitrator shall have no power to establish salary scales.
- e. S/he shall not hear any grievance previously barred from the scope of the grievance procedure.
- f. When no wage loss has been caused by the action of the Board complained of, the arbitrator shall not recommend that the Board be obligated to make monetary adjustments.

C. TIME LIMITS

The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible.

D. DISCHARGE

Any grievance involving the discharge of an employee shall commence at Step Three of the grievance procedure.

E. COMPLAINT

If any employee has a personal complaint, the employee is encouraged to discuss the concern with the Principal and the Director of Special Education as initial steps. The employee could then address the concern with the Associate Superintendent or Superintendent.

ARTICLE VIII

VACANCIES, PROMOTIONS, AND TRANSFERS

A. VACANCY Definition:

A vacancy is any open position that is or remains authorized by the MAISD Board.

1. If a vacancy is created by adding a new bargaining unit position or by separation of a bargaining unit member, notice thereof shall be sent by e-mail to all bargaining unit members and shall be posted in the main office. An employee interested shall notify the Superintendent in writing of his/her interest in such position. All such vacancies shall be posted for five (5) work days. If an internal candidate obtains the posted position, a second posting will be initiated for the position created by the movement of that staff member by posting their position for 5 work days. Subsequent vacancies will be posted and filled externally. A vacancy may be filled on a temporary basis until a permanent appointee is selected. In filling vacancies, the Board shall consider the experience, attainments, competency, qualifications and all other relevant factors of the applicants, including length of service in the district.
2. Vacancies occurring beyond a period of one year due to an approved leave of absence shall be treated as any other vacancy and shall adhere to such procedures, postings, etc. as specified in this section.

B. OTHER POSITION

Employees who desire to be considered for a position not covered by this Agreement may, within ten (10) days after notice of vacancy is given, notify the Superintendent of such interest and such employees shall be considered before any such vacancy is filled.

C. PROMOTION

Any employee who shall be promoted to a position outside the bargaining unit and who later returns to his/her previous status shall be entitled to retain such rights as s/he may have had under this Agreement prior to such promotion.

D. RESIGNATION

Employees on tenure will be encouraged by the Association to return letters of intent promptly. Employees will also be encouraged to give as much advance notice of resignation as possible, keeping in mind their contractual obligations to the Board.

E. TRANSFER

In the case of a transfer, the employee shall be given at least thirty (30) days notice of transfer when possible. Whenever more than one (1) transfer is necessary, consultation shall occur with the staff member involved.

F. TRANSFERS FOR REASONABLE ACCOMMODATION

From time-to-time an employee who is eligible under the Americans with Disabilities Act or an employee who incurs an injury on the job that prevents him/her from performing the essential functions of the job, may be administratively placed into a less physically demanding position. Such placement may take the form of an Administrative switch with a fellow employee in the same job description but with less stringent physical requirements. In other cases, the accommodations may involve the redistribution of job functions among coworkers in the same room or work area. Such

accommodations will always be considered on a case-by-case basis and in recognition of certification and qualifications for instruction and without regard for precedent.

## ARTICLE IX

### PROFESSIONAL CONFERENCES

Attendance by employees at professional conferences may be of benefit to the employees and to the district. If employees who are interested in attending any such conference advise the Superintendent or his/her designee, in advance of the date and nature of the conference, such requests to attend conferences will be reviewed in terms of the benefits to be derived to the district and the funds which are available for such purposes with consideration of equitable distribution of such requests. If attendance is approved, the employee or employees will be allowed sufficient time to attend the conference without loss of compensation and will be reimbursed their necessary expenses for meals, lodging, registration fees, and transportation. Materials and books will be reimbursed only with prior approval from Principal.

## ARTICLE X

### PAID LEAVES OF ABSENCE

#### A. LEAVE

##### 1. Number of Days and Conditions

At the beginning of each school year, each employee shall be credited with the appropriate number of leave days according to contract length. The number of days will be prorated if the employee works less than a full contract year.

<u>DAYS OF WORK</u>	<u>DAYS EARNED</u>
Basic Year	12
Extended Year	14

Such days may be used in half day increments when the employee must be absent because of illness or disability to himself/herself, to care for an ill family member, to conduct personal business, or to manage private affairs.

Leave days may be used as follows:

- a. Employee Illness/Disability. Notice of illness or disability must be given to the employee's immediate supervisor at the earliest possible time. A doctor's statement substantiating the employee's illness or disability and the ability to resume his/her duties may be required.
- b. Illness/Disability in Immediate Family. Absence of a reasonable length of time, not to exceed five (5) days per year for a crisis caused by the illness or disability of a member of the employee's own household or a member of the immediate family, whose care is the direct responsibility of the employee and requiring the personal attention of the employee, may be allowed. Notice must be given to the employee's immediate supervisor at the earliest possible time.
- c. Other. An employee desiring to use a leave day for reasons other than illness/disability leave shall submit a request on the application form (provided by the Board) in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the immediate supervisor. It is understood that such leave shall not be granted for the first or last day of the school year; nor the first working day preceding or following a vacation period. (Exceptions: graduation exercises for the employee, spouse, son, or daughter; honors convocation honoring the teacher, and/or military

departure of a son or daughter and/or death of a friend or associate.)

2. In the event of a serious illness or disability of a member of the employee's immediate family or household whose care is the direct responsibility of the employee and which requires the personal attention of the employee, s/he may request use of the Family Medical Leave Act. The provisions of the FMLA are detailed in the MAISD Board Policies. When utilizing FMLA, the employee shall first use accumulated leave days until such time as employee's bank of leave days is exhausted.

3. Unused Leave

An employee may accumulate an unlimited number of leave days. The employer shall furnish each employee with a written statement at the beginning of each work year setting forth the employee's total leave credit.

4. Illness and Disabilities

Illness and disabilities associated with, caused by, or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be, for the purpose of this Agreement, treated as any other illness or disability. The beginning date of the disability leave shall be determined jointly by the employee and her physician. The employee shall be eligible to return from disability leave associated with pregnancy upon filing a physician's statement that she is physically fit to return to work. Upon return, the employee shall be assigned her former position. If the position no longer exists, the employee will be assigned an equivalent position, within the same program. NOTE: Program is defined to mean an assignment within the following program areas: Severely Cognitively

Impaired, Severely Multiply Impaired, Moderately Cognitively Impaired, and Autism Spectrum Disorder.

B. EXTENDED SICK LEAVE

1. The Board of Education reserves the right to consider all sick leave requests extending beyond the limits set forth herein on the merits of each individual case. An employee who has exhausted the provisions of the Family Medical Leave Act and the accrual of leave days, may request a leave of absence without pay or fringe benefits under the provisions of this section. Such leave of absence may be granted for the duration of illness or disability up to one (1) year, with the provision the leave may be extended, at the discretion of the Board, upon written request by the employee for one additional year, but in no case to exceed a two-year period, including FMLA leave utilized.
2. An employee who is granted an extended sick leave, pursuant to this section, shall be responsible to notify the Superintendent at least thirty (30) calendar days prior to the expiration of said leave of the employee's ability to return to work or wish to have an extension of the leave. Failure of an individual to provide such timely notice shall be deemed a violation of this provision and may result in the loss of the employee's right to an immediate assignment to the employee's former program, unless otherwise mutually agreed upon by the Board and the employee.
3. Employees returning from sick leave for a period which did not exceed one (1) year shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position within the same program. Should the employee's leave of absence exceed one (1) year, s/he will,

upon return, be assigned to a position within the same program for which the employee is certified to fill and has the necessary seniority to secure.

4. Failure to return from an extended sick leave on the date specified in said leave or within the extended limitation of said leave shall conclusively be deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

C. WORKERS' COMPENSATION

An employee unable to work because of an illness or injury compensable under the Michigan Workers' Disability Compensation Act may elect to use accumulated sick leave in an amount equal to the portion of the employee's regular daily rate not paid by Workers' Compensation Benefits. Such difference in pay shall be deducted from the employee's accumulated sick leave. In no case can the combination of sick leave and Workers' Compensation benefits exceed the employee's regular daily rate of pay. In order to exercise this option, the employee shall submit a signed request to that effect to the Board. Upon exhaustion of accumulated sick leave, the employee shall receive only the amount provided by the Michigan Workers' Disability Compensation Act.

D. BEREAVEMENT AND FUNERAL LEAVE

It is understood that bereavement and funeral leave is granted to enable the employee to attend to the personal needs of the family and to fulfill responsibilities that occur as a result of the death of a relative. The days are not vacation days nor are they cumulative.

1. Death - Immediate Family

Absence with pay of not more than five (5) work days shall be granted to a full-time employee whenever a death occurs in the immediate family. Immediate

family is the employee's mother, father, sister, brother, spouse, sister-in-law, brother-in-law, son-in-law, daughter-in-law, child, grandchild, step-parent, parent-in-law, step-child, or other long-term resident of the home. Such days shall not be charged against sick leave.

2. Death - Close Family

Absence with pay of not more than three (3) work days shall be granted to a full-time employee whenever a death occurs regarding the following relatives: grandparent, step-brother, or step-sister. Such days shall not be charged against sick leave.

3. Death of Other Relative

Absence with pay from work shall not exceed one (1) work day and shall be granted for relatives to include: uncle, aunt, niece, nephew, first cousin. This day shall not be charged against sick leave.

4. Exceptions to above for good and valid reasons such as travel time, direct care relationship to relative, etc. will be made only at the discretion of the Superintendent or the Superintendent's designee.

E. JURY DUTY

An employee who is summoned for jury duty or subpoenaed to give testimony in any judicial matter shall be compensated for the difference between his/her regular pay for that period and the pay received for the performance of the obligation, provided that s/he notified the administration immediately upon being so summoned or subpoenaed. Every effort should be made by the employee to report back to the MAISD when not on jury duty. Court reimbursed travel expenses shall not constitute a part of pay for jury duty.

F. INJURY DAYS

1. On July 1 of each school year, each bargaining unit employee shall be credited with four (4) injury days. Such days may be used only when an employee must be absent due to being injured on the job as a result of the behavior of or interaction with a student. Notice of such disability must be logged on the employee self-service portals. The employee shall immediately seek medical treatment from the designated work place medical provider and provide a doctor's statement substantiating the employee's disability and the ability to resume his/her duties. Unused injury days may accumulate up to seven (7) days. The four (4) injury days will be prorated for employees hired after July 1 of a school year.
2. An employee injured on the job, as the result of the behavior of or interaction with a student, who must be absent shall be compensated for up to seven (7) days per school year, as provided in Article X, Section G.1, above, at his/her regular rate of pay for each such day utilized. However, should the employee be eligible for and receive Workers' Compensation benefits for any such day, the employer shall have the right to reimbursement, by adjustment or withholding of pay, without the signed authorization of the employees, or any sums paid by the Employer pursuant to this paragraph. Upon reimbursement, by adjustment or withholding, the injury day will be reinstated to the employee and the employee's compensation for the reinstatement day shall be per Article X, Section C.

## ARTICLE XI

### OTHER LEAVES OF ABSENCE

#### A. MILITARY LEAVE

Military leave of absence and reemployment rights of veterans will be governed by the Federal and State laws in effect.

#### B. PARENTAL LEAVE

1. Parental leave, without pay, is available to all employees for a period not to exceed one (1) year, renewal for one (1) additional year at the discretion of the Board, but in no case to exceed two (2) years.
2. Employees shall be entitled, upon written request, to a parental leave of absence to commence at the end of the disability due to childbirth or any time during the first year after receiving custody of said child or prior to receiving such custody, if necessary, in order to fulfill the requirements of adoption. A request for leave shall include the beginning and ending dates of the leave and must be submitted to the Superintendent of Schools sixty (60) days prior to the commence of leave; and in cases of child adoption, as early as possible.
3. Employees returning from a parental leave for a period which did not exceed one year shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position within the same program. Should the employee's parental leave exceed one (1) year, s/he will, upon return, be assigned to a position of a like nature within the same program for which the employee is certified to fill and has the necessary seniority to secure.

4. An employee who is granted a parental leave of absence, pursuant to this section, shall be responsible to notify the Superintendent at least thirty (30) calendar days prior to the expiration date of said leave of the ability to return to work or the wish to have an extension of the leave. Failure of an individual to provide such timely notice shall be deemed a violation of the provision and may result in loss of the employee's right to an immediate assignment as specified in this section.
5. Failure to return from parental leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

C. ASSOCIATION LEAVE

With the written approval of the Association President, the Association shall be eligible to receive an accumulative total of five (5) leave days per year. The purpose for such leave is to conduct Association business. Each of the leave days (total of five (5)) shall be applied for, on the form provided by the Board, at least five (5) working days prior to the date of such leave, or as soon as possible, in cases of unexpected Association business. The leave days shall be granted with pay, and the cost of substitutes, if required at the discretion of the Administration, shall be reimbursed to the Board by the Association.

D. EDUCATION

Such leaves of absence may be granted, but shall not exceed one (1) year. Upon request the leave may be renewed at the discretion of the MAISD Board, but in no case may it exceed two (2) years. Purposes for such leaves include the following:

1. Study related to the employee's certificated field.

2. Study to meet eligibility requirements for a certificate other than that held by the employee.
3. Study in the employee's major field or special assignment in research or teaching that would be of advantage to the school system.

E. OTHER LEAVES

1. Leave for the purpose of serving a public, MEA, or NEA office.
2. Other leave of absence as granted by the Board.

Upon returning from leave, the following conditions shall apply:

1. All teachers who have attained tenure shall retain that status.
2. Accumulated sick leave at the end of the contractual period shall be retained and credited upon return to the staff.
3. Position on the salary schedule shall be retained by the employee on leave. Position shall be determined as that held by employee at the termination of the contract.
4. An employee who is granted a leave, pursuant to this section, shall be responsible to notify the Superintendent at least thirty (30) days prior to the expiration date of said leave of the intent to return to work or the wish to have an extension of the leave. Failure of an individual to provide such timely notice shall be deemed a violation of the provision and may result in the loss of the employee's right to an immediate assignment to the former position or a like position.
5. Employees returning from an education/other leave for a period which did not exceed one (1) year shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position within the

same program. Should the employee's education/other leave exceed one (1) year, s/he will, upon return, be assigned to a position of a like nature within his/her previous program for which the employee is certified to fill and has the necessary seniority to secure.

6. Acceptance of a full-time employment without approval of the Board terminates the leave.
7. Failure to return from a leave granted in this section on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

## ARTICLE XII

### SABBATICAL LEAVE

A sabbatical leave may be granted by the Board in accordance with its current policies. Eligibility, compensation, and status while on leave and the employee's rights and responsibilities on return are set out therein.

#### A. DEFINITION

A sabbatical leave is a leave of absence for a specific purpose with certain reservations prevailing granted a professional employee who has been in regular consecutive employment by the Muskegon Area Intermediate Board of Education for a period of at least seven (7) years or more as defined and authorized in this statement of policy.

#### B. AUTHORIZATION

Sabbatical leave of absence may be granted to members of the professional staff of the MAISD Board of Education. The granting of such leave is subject to the approval of the Board of Education, upon the recommendation of the Superintendent of Schools, when

in their considered judgment, the professional competence of the employee will be enhanced and the educational program of the geographical area will be benefited.

The rules and regulations of this Sabbatical Leave Program are authorized and shall be interpreted in accordance with Michigan statutory provisions and any amendments thereto. (General School Laws, Revision 1955, State of Michigan - Sec. 575)

C. ELIGIBILITY AND QUALIFICATIONS

A professional employee of the MAISD Board of Education may apply for sabbatical leave subject to the following conditions and requirements:

1. Applicant must hold a valid Life, Permanent, Continuing, or Professional Education Certificate and a Bachelor's and Master's Degree from an accredited institution.
2. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee of the MAISD system. Absence from service in the district for a period of not more than one (1) year under a leave of absence without pay, granted by the Board of Education for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven (7) consecutive years.
3. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service or an additional seven (7) consecutive years of satisfactory service as a full-time employee.
4. No more than one professional employee may be granted sabbatical leave in any three-year period. Insofar as possible, a proportionate division of leaves shall be granted to the various groups of the professional staff over a period of years.

5. A sabbatical leave may be granted for a period of not less than six (6) months nor more than twelve (12) months.

D. PURPOSE OF SABBATICAL LEAVE

1. For formal study. A program of work should be outlined which will qualify the applicant for a higher credential in his/her profession or a program of recognized courses relating to the present or prospective service of the applicant in his/her profession.
2. For research and/or writing. The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his/her profession.

E. APPLICATION REQUIREMENTS AND PROCEDURES

Application for sabbatical leave must be filed with the Superintendent of Schools by March 15, for leaves during the first six (6) calendar months of the school year, and September 15, for leaves beginning the second six (6) calendar months of a school year.

1. Approval of a sabbatical leave by the Board of Education will be contingent upon securing an employee qualified to assume the applicant's duties and/or the redistribution of the responsibilities among other staff members. If the above cannot be accomplished, it shall be resolved by a conference between the employee and the Superintendent.
2. A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board of Education.
3. The Board of Education reserves the right to reject any or all requests for sabbatical leaves of absence, based on policies establishing such leaves.

F. REQUIREMENTS AND STATUS WHILE ON SABBATICAL LEAVE

1. Financial Policies

- a. The compensation for the employee on sabbatical leave shall be one-half (1/2) of the salary s/he would receive were s/he on active staff status for the period in which the leave is effective, provided, however, that the sabbatical leave salary may be adjusted when the recipient receives additional large cash awards or grants; provided that in no case shall the combination of the grant salary exceed the earned compensation that would normally be paid by the Board for the year of employment; provided further that when an employee completes the planned program of the leave and does not return to service with the MAISD, s/he shall within two (2) years repay to the Board of Education the amount received from said Board during the sabbatical leave.
- b. Payment of salary to an employee on sabbatical leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the office notified as to his/her address.
- c. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following their return to service on the staff.
- d. The regular sick leave policy shall apply to an employee on sabbatical leave in terms of cumulative sick leave days, illness, or accident. Notice must be sent to the Superintendent within ten (10) days after an accident or the beginning of an illness.

- e. Any employee granted a leave of absence pursuant to these rules and regulations may be required to perform such services and to engage in such activities during the leave as the Superintendent, with the approval of the Board of Education, and the employee may agree upon in writing.

2. Reports Required on Sabbatical Leave

An employee on sabbatical leave shall report to the Superintendent:

- a. Upon any changes in the planned program of leave as outlined in the approved application.
- b. Furnish a report to substantiate fulfilling agreements and requirements of the leave.

G. REQUIREMENTS AND STATUS UPON RETURNING FROM SABBATICAL LEAVE

1. At the expiration of a sabbatical leave, the employee shall be restored to his/her position or to a position of the like nature, seniority status and pay, provided that the employee remains eligible for reinstatement under other rules and regulations of the Board of Education.
2. If an employee does not remain on the staff of the MAISD for three (3) years immediately following his/her sabbatical leave, s/he shall within two (2) years repay the Board of Education an amount of money which shall bear the same relation to the amount granted as the unexpired period of service bears to three (3) years. This rule shall not apply to cases wherein the person becomes incapacitated to work or in cases wherein the rule is waived by the Board of Education.
3. Each employee returning from sabbatical leave shall file a final written report with the Superintendent not later than thirty (30) days after the day on which

the employee again takes up active service. The report shall include the names of institutions attended, courses taken, credit received, or experience gained. An employee shall not be considered as having completed the requirements of sabbatical leave until his/her final report has been approved by the Superintendent.

### ARTICLE XIII

#### REDUCTION IN PERSONNEL

##### A. LAYOFF

In the event it becomes necessary for any reason(s) to reduce the number of employees within a program, the Board will follow the layoff procedure outlined below:

1. The Board will consider the application of any employee who voluntarily requests to be placed on layoff status. Voluntary layoff shall be treated the same as involuntary layoff.
2. Instruction. When a reduction in the instructional program occurs (teachers/teacher counselors), teachers with the least seniority in the program affected will be the first to be laid off. The affected teacher may claim the job of the least senior employee among those in positions for which the laid-off teacher has the minimum qualifications to do the job.
3. Support Staff. When a reduction in the support services (speech, O.T., P.T., etc.), becomes necessary the administration shall determine position(s) to be considered for reduction based upon approved state ratios of support staff to number of students and program priorities. Subsequent to these determinations, a support staff person whose job is claimed or whose position is eliminated may claim a job of a less senior employee, provided s/he has the minimum

qualifications to do the job. Full certification for a support staff position will have precedence over seniority.

4. If further reduction is necessary, the procedure outlined in 2 above will be repeated until sufficient reduction is reached.
5. If an individual employee is involuntarily transferred in order to effectuate the procedures outlined in Section A - 1, 2, and/or 3 above, said employee will be offered reinstatement to his or her original position as soon as practicable.
6. On or before thirty (30) days prior to the effective layoff date, the Board will provide in person or send by certified mail notice to the employee's home address which is on file with the Board, written notification to each employee who is placed on layoff.

**B. PRESIDENT**

The Association President shall be exempt from being laid off provided he or she is certified and qualified to fill a remaining position.

**C. SENIORITY**

The seniority list shall determine the seniority of all bargaining unit members. Seniority shall be defined as the length of continuous employment by the Board since the most recent hire or transfer into this bargaining unit. Leaves of absence and layoffs shall not be considered a break in continuous employment and seniority shall be granted during said leaves and layoffs. If two (2) or more employees are hired on the same day, seniority shall be determined by lot.

**D. LIST**

The Board will provide the Association with a seniority list on or before October 15 of each year, including the employees' certification description.

E. INDIVIDUAL CONTRACT

Except as otherwise provided in this Agreement, any layoff pursuant to this Agreement shall automatically terminate the individual's employment contract and all benefits allowed therein including all benefits under this Master Agreement. Upon recall, the individual's employment contract and all other benefits allowed therein, including all benefits under this Master Agreement, shall be reinstated in full.

F. RECALL

Each employee on layoff shall be eligible for recall in the order of most seniority provided the employee being recalled is qualified and certificated to be employed in the existing vacancy to be filled.

G. CERTIFIED

The term "certified" or "certificated" shall be defined as certificated, licensed, and/or Michigan State Department of Education approved.

H. QUALIFIED

The term "qualified" means that the employee possesses all of the following:

1. Requirements listed in the current Michigan Special Education Rules.
2. Any requirements by federal and/or state agencies which apply to the employment discipline in which the employee is or is to be employed.
3. Any reasonable qualifications (special or additional) deemed desirable by the Board which would be specified in the job description and so posted.

I. HOME ADDRESS

Each employee who is on layoff shall keep the Board informed of his/her current home address and telephone number. At least fifteen (15) days prior to the reporting date, the Board will provide, in person or by certified mail sent to the employee's home

address which is on file with the Board, return notification to each employee who is being recalled. The notification shall include the reporting date.

J. REPORTING DATE

Each employee who is recalled and does not make himself/herself available for the assignment within five (5) working days following the reporting date or on a later date mutually agreed upon by the Board and the employee shall lose all rights to recall under this Agreement and shall be considered and processed as a termination of employment from the Board except as provided in Section K below.

K. OTHER EMPLOYMENT

If an employee is notified of recall from layoff between September 1 and June 1 of any school year, and the employee is under contract with another employer, the employee may refuse the instant recall and request to be continued on the recall list for the next recall to a position in which the employee is certified and qualified.

L. NEW EMPLOYEES

Prior to employing a new employee, the Board shall provide recall notification to laid off employee(s) who is/are certificated and qualified to fill current vacancies.

M. RECALL LIST

Within the three (3) year period of recall eligibility granted to tenure teachers under PA 59 of 1993, an employee who has been on continuous lay-off for twelve (12) months must notify the Board in writing by May of each school year of his/her desire to remain on the recall list for the coming school year. Such notice shall include the employee's current address, and at least one viable phone number for contacting the employee. In the event such notification does not occur, the employee shall be considered and processed as a termination of employment from the Board.

## ARTICLE XIV

### HOURS

It is the intent of the Board, subject to adjustments required by reason of inability to employ sufficient personnel, either through lack of finances, employee shortage or otherwise, to maintain certain hours. In the event that adjustments are made for these reasons, it is understood that such adjustments are "temporary" and positive steps shall be taken by the Board to reestablish desired standards. Every effort will be made to make these "temporary" situations of no longer duration than one (1) year.

#### A. THE TEACHING HOURS OF THE MAISD SPECIAL EDUCATION PROGRAMS

##### SHALL BE AS FOLLOWS:

1. Teachers shall be in their classrooms or other assigned places of duty no later than 8:00 a.m.
  2. Teachers shall be free to leave no earlier than 4:00 p.m., unless permission is granted by the supervisor.
- B. The Board recognizes the principle of a minimum forty (40) hour work week (which would include thirty-five (35) hours in classroom plus at least an additional five (5) hours in planning and other education related responsibilities). Supervisors and other members of the administrative staff shall be free to schedule reasonable activities, such as parent-teacher conferences, curriculum meetings, in-service programs, building meetings, etc., following the dismissal of school, even though such meetings may extend beyond the customary leaving time of teachers. Attendance shall thereby become mandatory within the framework of the forty (40) hour week. It is expected that a two-day notice will normally be given to staff members when activities are scheduled beyond their customary leaving time. The Board will set work schedules and make

professional assignments which can reasonably be completed within such standard work week. Such minimum work week shall be subject to those modifications which may from time to time be necessary under special circumstances including, without limitations, situations created by lack of financing, teacher shortage, or other conditions beyond the control of the Board. In the event that adjustments are made for these reasons, it is understood that such adjustments are "temporary" and positive steps shall be taken by the Board to reestablish desired standards.

C. LUNCH PERIOD

All employees shall be entitled to a duty-free uninterrupted lunch period in accordance with the schedule of lunch periods in the particular program assigned. Exceptions to the above may be made whenever the uniqueness of the educational program requires that teachers be present with students during the lunch period. In such cases, equivalent time will be credited at the end of the school day.

D. STUDENT SUPERVISION

While the classroom teacher is responsible for the overall learning of assigned students, ancillary or support personnel shall be expected to assume full responsibility for the students assigned to them. So that continuity in the instructional program is provided, the ancillary or support personnel shall be required to submit a schedule of activities to the building principal.

E. LESSON PLANS

A copy of current lesson plans sufficiently comprehensive for a substitute teacher's use shall be available at all times. The classroom teacher shall have at all times a current recommended time schedule of activities and some means of identifying students such as seating charts, names on desks, etc.

## ARTICLE XV

### SCHOOL YEAR AND CALENDAR

#### A. BASIC SCHOOL YEAR

The employment calendar shall be established by the Board after discussion with the Association. The parties agree that the employment calendar shall be determined by the annual requirements of the State and in accordance with Michigan Special Education rules and waivers, including professional development days required by the Board. The basic school year will be 187 days consisting of 182 student contact days and five (5) professional development days.

#### B. EXTENDED SCHOOL YEAR

Programming for the severely multiply impaired and cognitively impaired (severe) students shall operate in accordance with current Michigan Special Education Rules and applicable waivers, and include professional development days required by the Board. For the 2010-11 school year the extended school year contract will be 216 days consisting of 211 student contact days and five (5) professional development days. For the 2011-12 school year the extended school year contract will be 216 days consisting of 211 student contact days and five (5) professional development days.

#### D. SPECIAL PROGRAMS

Compensation in connection with special programs (Head Start, Federal Programs, etc.) performed outside the regular school year are not covered by this Agreement.

#### E. INCLEMENT WEATHER DAYS

If school must be canceled due to inclement weather or loss of heat or electricity, the day may need to be rescheduled. Any day of pupil instruction that needs to be rescheduled by the Board to ensure that the minimum number of days are met in order

to qualify for state aid or to meet mandated instructional time requirements imposed by the State Board of Education, shall not be a paid day of instruction.

## ARTICLE XVI

### COMPENSATION

#### A. SALARY

The salaries of employees covered by this Agreement are set forth in the salary schedule, Appendix A, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

#### B. CREDIT

Newly hired employees may be given credit on the salary schedule for all prior teaching experience. Experience credit and step progression will be awarded based on the employee's starting date of employment while following the conditions outlined in Appendix C (see Appendix C).

#### C. AUTOMOBILE

An employee operating his/her own car shall be reimbursed for actual mileage traveled in performance of assigned duties at the reimbursement rate allowed by the Internal Revenue Service regulations for business-related mileage expenses.

#### D. MILITARY

Each new employee may be advanced one step on the salary schedule for each active year of military service up to two (2) years, provided, however, that the employee has not received credit for this service in prior employment.

#### E. PLACEMENT

Every employee shall be placed on the salary schedule.

F. PAYMENTS

Employees shall be paid by electronic deposit for all types of pay twenty-six (26) times per year (27 on certain years).

G. SATISFACTORY PERFORMANCE

The scheduled increases are dependent upon satisfactory performance of work in the Intermediate District. Such satisfactory performance to be approved through the supervisory report of the administration and the Board of Education.

ARTICLE XVII

INSURANCE

A. GROUP HOSPITAL-MEDICAL INSURANCE

The Board shall issue a bid for medical, prescription, life with AD&D and a dental plan for the duration of this contract in accordance with P.A. 0106.

Upon written application by the employee, the MAISD Board will contribute toward the cost of the MESSA-PAK Choices II or SuperCare I with \$10/20 prescription insurance program for each full-time employee of the MAISD. MESSA-PAK includes:

1. MESSA Choices II or SuperCare I Health Insurance with deductibles as listed below.
2. \$10/\$20 Prescription coverage through MESSA
3. MESSA Negotiated Life at \$35,000 with AD&D
4. MESSA Delta Dental Plan E:007 (80/80/80 - Ortho \$1,300 lifetime maximum up to age 19)
5. MESSA Vision VSP-2
6. MESSA Long-Term Disability

2010-11

Effective July 1, 2010 the Board will pay for MESSA Choices II or SuperCare I with \$100/\$200 deductible and \$10/\$20 prescription monthly premium with either plan. Should the employee elect MESSA SuperCare I health coverage the employee will pay the additional cost above MESSA Choices II premium. In addition, the employee is also responsible for 100% of the Long-Term Disability cost.

For employees not electing health insurance, they will receive a cash contribution of \$200.00 per month, if 4 (four) employees or less elect this option. If 5 (five) or more employees elect not to receive health insurance, then the annual amount of cash in lieu of health insurance will be \$300.00 per month. In addition, the Board will pay for the MESSA-PAK B rate for the insurance program. MESSA-PAK B consists of:

1. MESSA Negotiated Life at \$35,000 with AD&D
2. MESSA Delta Dental Plan (80/80/80 - \$1,300)
3. MESSA Vision VSP-2
4. MESSA Long-Term Disability

The Board will pay a maximum of a ten percent (10%) increase on the previous year's Choices II Pak rate and apply such dollar increase to the Board contribution. Increases above the 10% will be paid by the employee in addition to the Long-Term Disability.

2011-12

Effective July 1, 2011 the Board will pay for MESSA Choices II with \$100/\$200 deductible or SuperCare I with \$100/\$200 deductible and \$10/\$20 prescription monthly premium with either plan. The Board shall pay 93.5% of the MESSA Choices II premium rate. The employee

shall pay the balance of the premium rate regardless of insurance option chosen. In addition, the employee is also responsible for 100% of the Long-Term Disability cost.

For employees not electing health insurance, they will receive a cash contribution of \$200.00 per month, if 4 (four) employees or less elect this option. If 5 (five) or more employees elect not to receive health insurance, then the annual amount of cash in lieu of health insurance will be \$300.00 per month. In addition, the Board will pay for the MESSA-PAK B rate for the insurance program. MESSA-PAK B consists of:

1. MESSA Negotiated Life at \$35,000 with AD&D
2. MESSA Delta Dental Plan (80/80/80 - \$1,300)
3. MESSA Vision VSP-2
4. MESSA Long-Term Disability

B. SELECTION

If the State of Michigan adopts a health care plan for school personnel, the Board has the option to join that plan.

C. SIGNED APPLICATION

The Board of Education makes this insurance available to each full-time teacher, but the teacher is not insured until that teacher has turned in a signed insurance application to a staff member of the administration offices. Preparing the application form and turning it in to the administration building will be the expressed obligation of the teacher and no liability will be placed upon the Board of Education if this is not done.

D. PART-TIME

Insurance premium contributions for less than full-time and greater than three-fourth time employees shall be prorated according to the amount of time spent on the job in relation to the amount of time on the job for full-time employees. This provision applies only to Section A above or as allowed by the respective master insurance policy.

E. ENROLLMENT

Employees hired after the start of the school year shall be eligible to enroll in the above insurance benefits at the next billing period.

F. PREMIUM PAYMENTS

The Board shall make premium payments so as to insure a full 12-month coverage beginning on October 1 of each year. New employees shall be covered from the first day of employment provided they prepare an application form as stated in Section C.

G. DISABILITY

In the event of an employee's extended disability, the above-mentioned benefits shall continue for a period not to exceed six (6) months following the disabled employee's date of exhausted paid sick leave provided the employee is in need of such benefits and it is allowed by the insurance carrier.

H. DAMAGE CAUSED BY STUDENT

The Board shall reimburse to the employee, for damage to clothing or items such as eye glasses, dentures, hearing aids, etc., when occasioned by a student, a dollar figure equivalent to the current value of the item(s), recognizing usual wear and tear, age of the item, etc.

ARTICLE XVIII  
EMPLOYEE EVALUATION

A. OBSERVATION

An observation is a visit by the employee's building principal to the employee's workstation for the purpose of observing work performance and/or gathering pertinent information.

B. EVALUATION

An evaluation is a formal written record, signed by the employee's building principal which is placed in the employee's official personnel file.

C. PERFORMANCE

All monitoring or observation of the employee's job performance shall be conducted openly.

D. CONFERENCE

The initial observation will be preceded by a pre-observation conference between the employee's building principal and the employee. At this conference the employee's job description, objectives, performance methods, materials, lesson plans, evaluation criteria, etc., shall be jointly reviewed.

E. WRITTEN REPORT

Within ten (10) working days after each observation, the employee's building principal will prepare a written report of the observation and will review it with the employee.

F. FINAL EVALUATION

A final written evaluation of the job performance of each employee will be completed by the employee's building principal. The evaluation may contain relevant information from employee observations, employment records, student achievement and other

appropriate sources. The evaluation will be reviewed by the employee's building principal and the employee. Upon completion of the review, both the employee's building principal and the employee shall sign the evaluation. A copy will be given to the employee and a copy is to be placed in the employee's official personnel file.

G. RECOMMENDATION

No later than April 15th of each year, an employee on probationary status shall receive his/her final written evaluation. Included with the evaluation will be the administration's recommendation as to whether the employee should be advanced to tenure status, offered additional probationary status, or denied employment for the ensuing year. A copy shall be provided to the employee.

H. EVALUATION FORM

Each employee's evaluation shall include the statement:

"Considering all factors, employment performance of this employee is:

\_\_\_ satisfactory; \_\_\_ unsatisfactory (check one)."

In the event "unsatisfactory" is checked, the areas of unsatisfactory employment performance will be identified by the employee's building supervisor. If the employee disagrees with that segment of the evaluation, s/he may attach a written statement which shall at the employee's request be attached to the evaluation.

ARTICLE XIX

TERM OF AGREEMENT

This Agreement shall cover the period from July 1, 2010, through June 30, 2012.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above mentioned.

MUSKEGON INTERMEDIATE EDUCATION ASSOCIATION

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Carmen Cook, President

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Krista Abbott, Chief Negotiator

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT

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Dr. Donna Fiebelkorn, President

---

Dwight Vines, Vice-President

---

William Loxterman, Secretary

---

Carol Mills, Treasurer

---

Kevin Donovan, Trustee

APPENDIX A

2010 -2011

MAISD

BASE SALARY SCHEDULE

OFFICIAL

Each step of each column of the 2010-2011 Salary Schedule shall be increased by zero percent (0%). The dollar amounts as determined by the above shall be rounded to the nearest dollar with multiples of fifty cents (\$0.50) rounded to the nearest even dollar amount.

Step	NON-DEGREE		B.A.		B.A. +20		M.A.		M.A. +30	
	187	216	187	216	187	216	187	216	187	216
1	29,585	34,174	39,453	45,571	40,545	46,832	41,640	48,097	43,084	49,765
1-1/2	30,126	34,797	40,169	46,398	41,403	47,824	42,631	49,242	44,158	51,006
2	30,667	35,423	40,890	47,232	42,256	48,809	43,624	50,389	45,228	52,242
2-1/2	31,470	36,351	41,958	48,465	43,376	50,103	44,788	51,734	46,487	53,697
3	32,271	37,276	43,028	49,700	44,492	51,392	45,953	53,080	47,745	55,149
3-1/2	33,043	38,167	44,056	50,888	45,551	52,615	47,047	54,343	48,880	56,461
4	33,809	39,052	45,080	52,071	46,611	53,840	48,139	55,604	50,013	57,769
4-1/2	34,581	39,943	46,108	53,259	47,680	55,074	49,244	56,881	51,154	59,088
5	35,352	40,834	47,137	54,447	48,749	56,309	50,349	58,157	52,294	60,404
5-1/2	36,136	41,740	48,182	55,654	49,839	57,568	51,499	59,486	53,484	61,778
6	36,920	42,646	49,225	56,859	50,934	58,833	52,645	60,810	54,672	63,151
6-1/2	37,728	43,579	50,299	58,100	52,048	60,120	53,804	62,148	55,867	64,531
7	38,531	44,507	51,372	59,339	53,167	61,412	54,957	63,479	57,063	65,913
7-1/2	39,361	45,465	52,481	60,620	54,320	62,744	56,156	64,865	58,304	67,346
8	40,196	46,430	53,587	61,897	55,471	64,074	57,357	66,252	59,550	68,785
8-1/2	41,015	47,375	54,683	63,163	56,623	65,404	58,560	67,641	60,794	70,223
9	41,837	48,325	55,780	64,431	57,772	66,731	59,761	69,029	62,041	71,663
9-1/2	42,691	49,312	56,919	65,746	58,948	68,090	60,972	70,427	63,305	73,123
10	43,547	50,300	58,061	67,065	60,126	69,450	62,188	71,832	64,566	74,579
10-1/2			59,210	68,392	61,303	70,810	63,400	73,232	65,833	76,043
11			60,354	69,714	62,485	72,175	64,619	74,640	67,103	77,510
11-1/2			61,343	70,856	63,489	73,335	65,638	75,817	68,170	78,742
12			62,328	71,994	64,491	74,492	66,656	76,992	69,234	79,971
12-1/2					65,255	75,374	67,582	78,063	70,245	81,138
13					66,018	76,256	68,505	79,129	71,254	82,304

APPENDIX A

2011 -2012

MAISD

BASE SALARY SCHEDULE

OFFICIAL

Each step of each column of the 2011-2012 Salary Schedule shall be increased by one percent (1%). The dollar amounts as determined by the above shall be rounded to the nearest dollar with multiples of fifty cents (\$0.50) rounded to the nearest even dollar amount.

Step	NON-DEGREE		B.A.		B.A. +20		M.A.		M.A. +30	
	187	216	187	216	187	216	187	216	187	216
1	29,881	34,516	39,848	46,027	40,950	47,300	42,056	48,578	43,515	50,263
1-1/2	30,427	35,145	40,571	46,862	41,817	48,302	43,057	49,734	44,600	51,516
2	30,974	35,777	41,300	47,704	42,679	49,297	44,060	50,893	45,680	52,764
2-1/2	31,785	36,715	42,378	48,950	43,810	50,604	45,236	52,251	46,952	54,234
3	32,594	37,649	43,458	50,197	44,937	51,906	46,413	53,611	48,222	55,700
3-1/2	33,373	38,549	44,497	51,397	46,007	53,141	47,517	54,886	49,369	57,026
4	34,147	39,443	45,531	52,592	47,077	54,378	48,620	56,160	50,513	58,347
4-1/2	34,927	40,342	46,569	53,792	48,157	55,625	49,736	57,450	51,666	59,679
5	35,706	41,242	47,608	54,991	49,236	56,872	50,852	58,739	52,817	61,008
5-1/2	36,497	42,157	48,664	56,211	50,337	58,144	52,014	60,081	54,019	62,396
6	37,289	43,072	49,717	57,428	51,443	59,421	53,171	61,418	55,219	63,783
6-1/2	38,105	44,015	50,802	58,681	52,568	60,721	54,342	62,769	56,426	65,176
7	38,916	44,952	51,886	59,932	53,699	62,026	55,507	64,114	57,634	66,572
7-1/2	39,755	45,920	53,006	61,226	54,863	63,371	56,718	65,514	58,887	68,019
8	40,598	46,894	54,123	62,516	56,026	64,715	57,931	66,915	60,146	69,473
8-1/2	41,425	47,849	55,230	63,795	57,189	66,058	59,146	68,317	61,402	70,925
9	42,255	48,808	56,338	65,075	58,350	67,398	60,359	69,719	62,661	72,380
9-1/2	43,118	49,805	57,488	66,403	59,537	68,771	61,582	71,131	63,938	73,854
10	43,982	50,803	58,642	67,736	60,727	70,145	62,810	72,550	65,212	75,325
10-1/2			59,802	69,076	61,916	71,518	64,034	73,964	66,491	76,803
11			60,958	70,411	63,110	72,897	65,265	75,386	67,774	78,285
11-1/2			61,956	71,565	64,124	74,068	66,294	76,575	68,852	79,529
12			62,951	72,714	65,136	75,237	67,323	77,762	69,926	80,771
12-1/2					65,908	76,128	68,258	78,844	70,947	81,949
13					66,678	77,019	69,190	79,920	71,967	83,127

APPENDIX B

LONGEVITY PAY

Longevity pay is merely an extension of the current salary schedule. The schedule below explains the method of computing longevity pay in the Muskegon Area Intermediate School District for the term of this Agreement and shall be subject to approval as provided in Article XVI, Section G, of this contract.

LONGEVITY SCHEDULE 2010-12

<u>Longevity Years</u>	<u>Amount</u>
14 – 19	\$1,050
20 – 25	\$1,850
26 - 31	\$2,350
32 – 37	\$3,000

Teachers who are contracted for nine or more months in the school year may be given credit for one year on the salary schedule. Persons who are employed for a period of more than nine months must serve for a period contracted in order to receive a full-year of credit.

Credit may be given for service outside the school system to the extent that such credit is allowed on initial employment.

APPENDIX C

CREDIT FOR EXPERIENCE AND STEP PROGRESSION

I. EXPERIENCE CREDIT AND WAGE PROGRESSION

It is the purpose of this section to set forth guidelines which allow all MAISD employees in the Muskegon Intermediate Education Association to receive appropriate experience credit and step progression for their continued employment at MAISD. This section shall constitute the agreement of the Muskegon Area Intermediate School District and the Muskegon Intermediate Education Association as to the work experience credit and the wage progression during the remaining term of the contract.

II. ADJUSTMENTS TO EXPERIENCE CREDIT SCHEDULE

Non-compensated absence from work due to maternity leave, disability leave, personal time-off, and lay-off (given as examples for illustrative purposes only), shall have their result in a salary step placement for the subsequent school year which commences each July 1 adjusted according to the following schedule:

<u>Employee's Time Off Work</u>	<u>Work Experience Step Earned</u>
First Day through 3 Months	1 Step
3 Months + 1 Day through 9 Months	1/2 Step
9 Months + 1 Day through 12 Months	0 Step

III. SALARY STEPS FOR NEWLY HIRED EMPLOYEES

Newly hired employees on the July 1 following the day of their employment shall be granted work experience credit based upon the following schedule:

<u>Employee's Date of Hire</u>	<u>Work Experience Step Earned</u>
July 1 up to October 1	1 Step
October 1 up to April 1	1/2 Step
April 1 through June 30	0 Step

APPENDIX D

RETIREMENT

Upon retirement a teacher may select one of the two benefit options for which s/he qualifies.

Option I: Early Retirement

A. Any teacher between fifty-five (55) and sixty-four (64) years of age who is at the top of any salary degree column, including or excluding longevity, may elect early retirement from the Muskegon Area Intermediate School District. The teacher shall receive the following benefits:

1. The MAISD Board of Education will pay to the individual a quarterly amount equal to that which is deducted by the Michigan Public School Employees Retirement Fund to fully cover the health insurance for the individual and his/her spouse. This payment will continue until both the individual and spouse are eligible for Medicare. In no case will this coverage be extended to a cash benefit for a spouse who is under the Michigan Public School Employees Retirement Plan.
2. The Board shall pay the teacher such sums as follows:

	<u>Initial Payment</u>	<u>Yearly Payment</u>
Age 55-58	\$3,000	\$1,000
Age 59-61	\$2,000	\$1,000
Age 62-64	\$1,000	\$1,000

B. Conditions affecting the payment of early retirement benefits:

1. In order to be eligible for early retirement benefits, a teacher must retire at least one (1) full school year before s/he reaches the age of sixty-five (65).
2. Yearly payment benefits shall terminate the month the teacher attains the age of sixty-five (65) years or becomes eligible and receives social security benefits or dies, whichever occurs first.
3. It is further understood that if any court rules that this Early Retirement Incentive Plan is in violation of State statutes, the program will be null and void.

Option II: Pay For Unused Leave

Teachers who have completed ten (10) years or more of employment with the Employer, who retire under the Michigan Public School Employees Retirement System shall, upon retirement, be paid \$150.00 per day for up to sixty-five (65) days plus 1/5 of earned, but unused, leave over sixty-five (65) days, up to a total of 100 days.