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6/30/98

MASTER AGREEMENT

BETWEEN

MONTCALM AREA INTERMEDIATE SCHOOL

DISTRICT BOARD OF EDUCATION

AND

THE MONTCALM AREA INTERMEDIATE SCHOOL

DISTRICT EDUCATION ASSOCIATION

1995-96

1996-97

1997-98

Montcalm Area Intermediate School District

PROFESSIONAL AND INTERMEDIATE JOBS

ENGINEERING BOARD OF EDUCATION

PROFESSIONAL AND INTERMEDIATE JOBS

ENGINEERING BOARD OF EDUCATION

LABOR AND INDUSTRIAL
RELATIONS BOARD
PROFESSIONAL AND INTERMEDIATE JOBS

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MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION
AGREEMENT

This Agreement is entered into by and between the Board of Education of the Montcalm Area Intermediate School District, Stanton, Michigan, hereinafter called the "Board", and the Montcalm Area Intermediate Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Montcalm Area Intermediate School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS, the Board retains all of the duties and responsibilities, rights and privileges held prior to Act 379, except those specifically provided for by this Agreement, and

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

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for professional personnel employed by the Board including:

- | | |
|--|--|
| Automotive Body Instructors | Occupational Therapists |
| Automotive Technology Instructors | Physical Therapists |
| Child Care Instructors | Personnel on Tenure |
| Construction Technology Instructors | School Psychologists |
| Co-op Coordinators | School Social Workers |
| Cosmetology Instructors | Special Population Coordinators |
| Marketing Education Instructors | Special Population Counselors |
| Food Services Instructors | Teacher-Consultants |
| Gifted/Talented Consultants | Teachers of Homebound |
| Machine Tool Instructors | Teachers of Migrant Education |
| Medical Technology Instructors | (employed during school year) |
| Teachers of Speech and Language Impaired | Business Services & Technology Instructors |
| Welding Instructors | Computer Aided Design Instructors |
| School-to-Work Consultants | |
- Plus all full and part-time employment consultants and all other regular full time instructional personnel with teacher certification and/or annual authorization.

Excluded are:

- Aides and all other employees
- Day Care Program Director
- Personnel employed in Adult Education or Community Education Programs
- Office and Clerical Employees
- Supervisory and other Administrative Personnel

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the bargaining representative has been given the opportunity to be present at such adjustment.

ARTICLE II

EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use the Intermediate District facilities mutually agreeable to the Superintendent and the Association at all reasonable hours for meetings. Any additional costs incurred through such use shall be paid for by the Association.
- C. Upon reasonable request from the Association the District shall make available to the Association existing information concerning the financial condition of the school district, including annual financial statement, adopted budget and other available and pertinent information relevant to negotiations or the processing of a grievance.
- D. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws and State and Federal Statutes. The rights granted to employees hereunder shall be deemed to be those specifically provided for in Article II.
- E. Nothing herein shall require any employee to be a member of, or participate in the activities of, any organization.
- F. Upon completion of the probationary periods no employees shall be disciplined, demoted or discharged without just cause.
- G. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, political activities, color, national origin, age, sex, handicap or marital status.

ARTICLE II - EMPLOYEE RIGHTS (Continued)

- H. Each employee shall have the right upon request to review the contents of his/her own personnel file except personal recommendations and character references. A representative of the Association may be requested to accompany the employee in such review. The employee shall affix his/her signature and the date to the record to signify he/she has reviewed his/her file and is aware of the contents.

- I. An employee shall, upon request, be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction or discipline or delinquency in professional matters.

ARTICLE III
BOARD RIGHTS

This District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies or as set forth in any manner or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board.

The Board shall be limited only as specifically limited by the express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Adopt rules and regulations.
5. Determine the qualifications of employees, including physical conditions.
6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
7. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE IV

WORKING CONDITIONS

A. Qualifications For Employment.

1. Each employee must hold a valid Michigan Teacher's Certificate and/or meet the requirements of the Michigan Department of Education for approval to perform the functions under his/her contract. It shall be the responsibility of the employee to provide evidence of such certification and approval.

The Board will seek qualified staff with appropriate Michigan Teacher's Certification. Staff members on annual Vocational Authorization will be replaced when an adequate replacement can be employed that holds full certification as specified by the Michigan Department of Education.

2. Each employee shall possess and maintain sufficient good health (physical and mental) to perform adequately his/her respective duties. The Superintendent may at any time request written evidence of good health from appropriate medical authorities. Cost of such an examination when requested by the Superintendent shall be borne by the school district, and not subtracted from sick leave. Each person prior to entering the employment of the Montcalm Area Intermediate Board of Education shall have a physical examination, or shall provide the Superintendent with other evidence of good health acceptable to him/her. Each employee shall provide the Superintendent with evidence of freedom from tuberculosis, as required by law.
3. Employees who are not covered by the Tenure Act hired after 7/1/95, (e.g. School Psychologists, Social Workers) upon commencement of employment, will be required to serve a probationary period for their first four (4) years of employment with the Board. Annually authorized employees shall be required to serve only one (1) probationary period as defined above.
4. All annual authorization personnel will be on an individual contract which expires each year as required by the Michigan Department of Education.

ARTICLE IV - WORKING CONDITIONS (Continued)

Each annual authorization employee with less than a B.A. must present each year by August 1st evidence that he or she has successfully completed at least six (6) semester hours of college credit toward a Michigan Teacher's Certification and Vocational Authorization. The Board agrees to reimburse \$250.00 from inservice (conference) funds for this purpose, per annually authorized employee. An annual authorized employee failing to complete the 6 hours will remain at his/her present step on the salary schedule until the six (6) credit hours are earned.

B. Duties and Responsibilities

1. Work Day

- a. The working day will be the same hours as the hours of the schools in which he/she serves. If working in an Intermediate School District Building, the work day shall be a minimum of 7 hours, not including lunch. Any deviation from the general work schedule to attend special meetings or conferences or out-of-the county meetings (trips) must be approved by the Director and the Superintendent.
 - b. The Board reserves the right to negotiate with an individual staff member for extended contract work days with compensatory time off that is mutually agreed upon.
 - c. More hours or evening work are often expected when it is necessary to improve or further the efficiency of the educational program.
2. Employees will be punctual and accurate in all records.
 3. Clerical services, office materials, and supplies shall be available to the Association upon reasonable payment when obtained from the Intermediate Office.

C. Employee Travel

Employee travel by car shall be established at the current rate established by the I.R.S. as of January 1 each year. The rate would remain in effect for the ensuing year.

ARTICLE IV - WORKING CONDITIONS (Continued)

1. A monthly travel report of mileage record and places of visitation is required. Authorized meals and lodging outside of the school district will be reimbursed.
2.
 - a. Driving Conditions. Intermediate District employees residing in a district where school bus runs are canceled due to inclement weather will not be required to report to work for that day, but will honor the full contract period.
 - b. On days when all seven public school districts in the Montcalm Area Intermediate School District are closed due to inclement weather, Intermediate School District employees will not be expected to report to work.
 - c. Specific procedures for reporting on days when Intermediate School District employees are scheduled in constituent school districts that are closed due to inclement weather will be outlined in administrative rules and made part of staff meeting minutes.
 - d. In the event the Board is required by law to make-up lost instructional day(s), such day(s) will be made-up at no added salary cost to the Board.

ARTICLE V
LEAVES OF ABSENCE

A. Sick Leave

1. Full-time employees shall be entitled to sick and injury leave with pay and benefits to a total of ten (10) days per year, and will accumulate unused sick leave to a maximum of one hundred thirty (130) days.
2. Employees working beyond the regular school year will not accumulate additional sick leave days. Sick leave days used during the summer contract will not be reimbursed.
3. All sick leave used shall be substantiated by a written physician's statement upon request, or by such other evidence as the appointing authority may require. Falsification of such evidence will be cause for disciplinary action. An employee before returning to his/her duties from an illness of over twelve (12) working days may be asked for a statement as to the cause of illness from his/her physician. Such a statement shall be submitted to the Administration.
4. Use of sick leave will be allowed for absences due to personal illness or disability, pregnancy and childbirth related disability, and illness in the family.
5. Any employee whose personal illness extends beyond the time compensated, upon recovery from such illness, shall be assigned to the same position, if available, or the first open position for which the person is qualified.
6. Any employee absent from work for more than ninety-five (95) days per school year due to disabilities, childcare leaves, etc., will not be given credit for the school year as it applies to advancement on the salary schedule.

B. Bereavement

1. An employee will be granted up to four (4) bereavement days in the event of a death. An additional four (4) days of bereavement leave can be used from

ARTICLE V - LEAVES OF ABSENCE (Continued)

accumulated sick leave in the event of a death. A maximum of eight (8) days per school year will be allowed.

2. One additional day of bereavement leave may be allowed at the discretion of the Superintendent which will be deducted from accumulated sick leave.
3. In the event of an absence using bereavement leave to attend a funeral, the employee must provide the relationship of the person and prior notification to the Administration. The Administration may require proof of attendance.
4. This bereavement procedure will be reviewed annually by both parties and expires by its terms at the expiration date of this agreement without regard to extensions unless by mutual agreement of the parties.

C. Maternity Leave

1. The Board shall grant a leave of absence for the purpose of childbirth, upon written request of the employee.
2. In order to provide for continuity within the classroom or service to the district, the employee shall notify the Superintendent's Office in writing not less than four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the employee's replacement.
3. The leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned. The employee shall specify in her request an approximate termination date in accordance with the anticipated date of delivery.
4. The employee may be required to furnish medical certification of her continued ability to perform her duties as often as the Board of Education may, in its discretion, request, but not more than bi-weekly.
5. In a case of a dispute as to whether an employee, under the provisions of this article, is able to adequately perform the duties to which she is regularly assigned, the employee shall be entitled to a private hearing before the Board.

ARTICLE V - LEAVES OF ABSENCE (Continued)

6. Parental Childcare. By mutual consent of the employee and the Board, the leave may be extended to the end of the school year in which the leave commenced or may be extended up to one (1) calendar year from the date of childbirth. Male employees may also request a parental childcare leave.
7. If the leave terminates within one month prior to the end of the semester, the employee may be assigned another position for which the employee is qualified until the beginning of the next semester, when the employee shall be reinstated to his/her former position, or in the discretion of the Board, shall not be reinstated until commencement of the next semester.
8. The Board agrees to provide health insurance benefits in accordance with Article XIII, Section C of the Master Agreement during child care leave. The employee shall reimburse the Board for the cost of the above stated insurance coverage unless the employee qualifies under the Family Medical Leave Act. The coverage shall be provided for the duration of the child care leave.

D. Jury Duty

1. A regular full-time employee who is called for jury duty shall be granted a leave of absence to serve as required. He/she shall be expected to be at work during regular working hours when not serving as a juror.
2. Leave of absence for jury duty shall be with full pay, less the amount received by the employee for such jury duty.

E. Personal Business Leave

1. Two (2) days per year, deducted from accumulated sick leave, may be used for personal business which cannot be conducted outside of the regular school day. Personal business leave days will not be allowed for: Days preceding or following holidays or vacations (Exceptions: Emergencies or situations not intended to extend holidays or vacations).

ARTICLE V - LEAVES OF ABSENCE (Continued)

2. Any employee who abuses personal business leave shall be subject to discipline by the Board.
3. Requests for use of a personal business leave day must, except in case of emergency, be made to the Superintendent or his/her designee at least forty-eight (48) hours prior to the requested leave date.
4. Additional days may be granted at the discretion of the Superintendent. Such days shall be deducted from accumulated sick leave. The denial of such additional days is specifically not subject to the grievance procedure.
5. This personal business procedure will be reviewed annually by both parties and expires by its terms at the expiration date of this agreement without regard to extensions unless by mutual agreement of the parties.

F. Special Leave

1. Employees who are officers of the Association who are appointed to State and National office should, upon proper application, be given leave of absence without pay not to exceed one (1) year, for the purpose of performing duties for the Association. Employees given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.
2. Special leave, with or without pay, may be granted for special conditions not specifically covered in the above outlined conditions. These leaves must be requested through the immediate supervisor and may be granted at the discretion of the Superintendent.

G. Professional Leave

1. Full-time employees covered by this agreement may be allowed up to four (4) work days of leave a year to attend authorized conferences and/or conventions. They shall be allowed up to \$500.00 per school year as expense money including mileage toward covering the cost of attending such conferences or conventions. Up to \$250.00 of the annual allotment may be used for approved job-related college courses at accredited colleges. Teachers requesting funds for tuition

ARTICLE V - LEAVES OF ABSENCE (Continued)

reimbursement must have prior approval from the administration, and once approved, the employee must provide written verification of completion and receipt of at least a 3.0 grade in the class. Professional development funding shall be utilized to the extent possible as part of the annual expense allotment.

2. Each employee shall submit to the Superintendent absence requests indicating what conventions he/she plans to attend at least two (2) weeks in advance of the convention.
3. Each employee will submit a written report to the administration, evaluating the workshop, in-service or conference attended and how it has affected his/her teaching, if any.

H. Association Leave Day

1. The Board shall grant one day release time per year, non-accumulative for an employee designated by the Association to attend a function of the MEA/NEA. Requests for the use of such time shall be submitted to the Superintendent at least five (5) work days in advance of the requested leave date.

I. Family and Medical Leave Act

1. In accordance with the specific requirements and definitions of the Family and Medical Leave Act of 1993, a leave of up to twelve (12) work weeks unpaid is available once every twelve (12) months for any employee who has worked for the District for over one year and at least 1250 hours in the last twelve (12) month period, for:
 - a. the birth or care of the employee's child;
 - b. adoption or foster care of the employee's child;
 - c. care for the employee's spouse, child or parent with a serious health condition;
 - d. where the employee is unable to perform his/her job functions due to the employee's serious health condition.

ARTICLE V - LEAVES OF ABSENCE (Continued)

2. Spouses who both work for the District are entitled to a combined twelve (12) work weeks unpaid leave under this policy for any reasons stated in 1 (a), (b), or (c) above. In all other instances, each employee will receive up to twelve work weeks of unpaid leave.
3. Where possible, any employee requesting leave under this policy will give the District thirty (30) calendar days notice of the date the leave will begin.
4. The District may require a medical certification for any leave requested under 1(c) and (d) above and may require a second medical opinion regarding the need for the leave at its expense. If there is a dispute between medical opinions, Section 103, Paragraph C of the Family Medical Leave Act provides for a third opinion from a mutually selected health care provider.
5. An employee may take a reduced or intermittent leave when necessary for medical treatment of a serious health condition of the employee or to care for the employee's spouse, child or parent with a serious health condition. The district may permit any employee to take a reduced or intermittent leave for any leave requested for 1(a) and 1(b) above.
6. Any leave granted under this policy is a part of any other leave to which the employee may be entitled under the collective bargaining agreement. Any employee requesting a leave under 1(a)-(c) above must use accrued paid vacation and personal business leave as part of the twelve (12) work weeks unpaid leave. Any employee requesting leave under 1(d) above must use accrued sick leave as part of the twelve (12) work weeks unpaid leave.
7. The District will continue the employee's group health care benefits during the twelve (12) work weeks unpaid leave.
8. The District will restore the employee to his/her former position or to an equivalent position after the leave.
9. No employee on a leave under this policy will accrue any other benefits during the leave.

ARTICLE V - LEAVES OF ABSENCE (Continued)

J. Leaves Without Pay or Fringe Benefits

Any employee requesting and having approved unpaid leave for any reason not covered under the Medical Leave Provisions of Article VIII, Section E, under the Family Medical Leave Act or unpaid snow day provisions, will reimburse the District for all fringe benefits including health insurance Plan A or Plan B, or Annuity options beginning on the sixth (6th) consecutive and/or nonconsecutive day taken as unpaid leave in any school year. It is expressly understood that the employee will reimburse the District on the sixth (6th) day of leave and will reimburse the District for the cost of insurance for the first five days also.

1. Employees are exempt from the provisions of Paragraph J above during optional summer employment periods.
2. The above procedure will be reviewed annually by both parties and it will expire by its terms at the expiration date of this Agreement without regard to extensions unless by mutual agreement by both parties.

ARTICLE VI

LAYOFF AND RECALL

In the event of a layoff the Board will, except in case of emergency or economic necessity, honor staff contracts during the school year. Reductions will be effectuated at the start of the following school year utilizing the following procedure.

- A. Layoffs shall be by department (Special Education, General Education, Migrant Education, Career Technical Education, School-to-Work Consultants) utilizing the following criteria:
1. Certification and/or other State mandated qualifications.
 2. Seniority.

Probationary employees will be laid off first except when no non-probationary employee is certified and qualified to fill the vacancy.

- B.
1. If for any reason the Board anticipates a reduction in staff for the following year, it shall, prior to taking formal action, consult with the association to receive recommendations regarding priorities and procedures to be followed.
 2. The Board shall, except in case of emergency, give sixty (60) calendar days notice prior to the effective date of the layoff.
 3. Changes in a staff member's certification while on layoff shall not affect the individual's status during the layoff period. Since layoffs are not to be effectuated until the fall, all staff members subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and individual or supplemental employment contracts.
 4. Any staff member on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new staff member shall be employed by the Board while there are staff members of the district who are laid off unless there are no laid off staff members with proper certification and qualifications to fill any vacancy which may arise.

LAYOFF AND RECALL (Continued)

5. The Board shall give written notice of recall from layoff by sending a registered or certified letter, return receipt requested, to said staff member at his/her last known address. It shall be the responsibility of each staff member to notify the Board of any changes of address. The staff member's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the staff member. Staff members shall respond to a notice of recall within three (3) weeks following the sending of said notice or shall lose all rights of recall and employment in the District.
 6. Any employee who is laid off and who is paid unemployment benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position prior to September 1 of the next school year shall have his/her teaching compensation reduced by the gross dollar amount of the unemployment compensation benefits he/she received in the summer.
- C. 1. Seniority is defined as the length of continuous service commencing with the employee's beginning date of employment in the department. Part-time employment shall be credited on the basis of service credited under the Michigan Public School Employees Retirement System. Seniority does not accrue during unpaid leaves, layoff periods or periods served in administration; however, an employee returning from such will be credited with seniority which he/she has accrued prior to the leave, layoff or administrative service.

2. Seniority shall accrue and be applied within department:

DEPARTMENT

Special Education

General Education

Student Services

Migrant Education

DEPARTMENTAL CLASSIFICATIONS

SMI Teachers, TMI Teachers, Psychologists, O.T., P.T., Teacher Consultants, Teachers of Speech and Language Impaired, Teachers of Pre-Primary Impaired, Music Therapist

Continuing Education/Homebound and Hospitalized

Employment Consultants

Teachers of Migrant Education

LAYOFF AND RECALL (Continued)

Career Technical Education

Agriculture, Consumer and Home
Economics, Health Occupations,
Marketing and Distributive
Education, Trade and Industry,
Business/Office Education

3. Employees with experience in the district as a teacher-coordinator prior to July 1, 1983, shall be given seniority credit for such services.
4. In the event that more than one employee has the same starting date of employment, the order of seniority shall be determined by casting lots. This shall be done within four (4) weeks following the commencement of school. At least one (1) representative of the Association and the Board shall be present.

ARTICLE VII

EMPLOYEE EVALUATION

A. Employee evaluation shall be according to the following procedure:

1. Probationary employees shall be evaluated twice a year; once in the fall and once in the spring. The spring evaluation will be completed on or before April 1 of each year.
2. Non-probationary employees shall be evaluated not less than once every two (2) years on or before April 1.
3. Employee evaluations shall be made by the Intermediate Superintendent, the appropriate Department Head, and the employee's immediate supervisor. Itinerant staff evaluations will involve the principal of the building served.

The employees being evaluated may choose the building for the evaluation.

4. Employee evaluations for instructional staff shall include personal observations of the service for a period of not less than one-half hour.
5. Total effectiveness of the service shall be given primary consideration. Specific determinants of this effectiveness might include:
 - a. Preparation and organization
 - b. Working relationships with students and staff
 - c. Continued professional growth (such as attendance at/in workshops, courses, in-service meetings, etc.)
 - d. General personal appearance and impression
6. An employee shall have the right to attach written comments to his/her evaluation within thirty (30) days following receipt of the evaluation.
7. An employee will be provided with a copy of his/her evaluation report. Evaluation reports will be provided to the employee a reasonable time in advance of a post-evaluation conference when requested by the employee.

ARTICLE VIII

VACANCIES

A. Posting Positions

When a vacancy in a professional position within the district occurs, the Board agrees to post notice of the vacancy in a conspicuous place in appropriate buildings to provide a copy of the notice to the Association President fifteen (15) calendar days prior to filling the vacancy. The Board agrees to review the applications of any employees applying within the fifteen (15) days prior to awarding the position. The Board retains the right to fill vacancies at its discretion.

B. Summer Employment

The posting of scheduled summer programs and corresponding job openings will be made no later than the Monday following May 15. In the event that approval and funding for summer programs are not determined by the Monday following May 15 date, the MAISD administration will keep the staff informed on the status of summer program approval and post notices of staff assignments as soon as program approval and funding are established. If program approval and funding are not established in a timely fashion, the administration will notify the staff that the program has been canceled.

ARTICLE IX

TERMINAL PAY

- A. When a staff member retires from the district and has completed at least ten (10) years service in the Montcalm Area Intermediate School District, he/she shall be entitled to terminal pay as follows:
 - 1. Ten (10) to nineteen (19) years of service in this system equals one-third (1/3) of his/her unused sick leave.
 - 2. Twenty (20) or more years of service in this system equals one-half (1/2) of his/her unused sick leave.
- B. Terminal pay shall be computed on an average of the employee's five (5) highest years base pay.
- C. The maximum sick leave accumulation allowed for terminal pay will be 120 days.

ARTICLE X
AGENCY SHOP

- A. It is further understood that the terms and conditions of this article do not apply to any employee hired prior to June 1, 1983, provided they remain continuously employed in the unit.
- B. All employees hired after May 31, 1983, shall within sixty (60) days after commencement of employment, either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing.
 - 2. Pay a representation service fee equivalent to the amount of dues uniformly required of members of the Association.

The Board and the Association expressly recognize that the failure of an employee to comply with the membership and/or service fee provisions of this article is reasonable and just cause for discharge from employment.

- C. The procedure in all cases involving an employee's non-compliance with the provisions of this article shall be as follows: The Association shall notify the employee and the Board of non-compliance within ninety (90) days of the initial employee work day. Said notice shall be by certified mail and shall detail the non-compliance. The notice shall provide ten (10) days for compliance by the employee and shall further advise that a request for discharge shall be filed with the Board in the event that compliance is not effected. If compliance is effected, payroll deduction of the total amount of the requisite dues or non-member service fee shall be deducted in equal installments beginning with the first day of the second semester. If compliance is not effected, the employee's employment shall be terminated upon written request of the Association within thirty (30) days.
- D. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Article.

ARTICLE X - AGENCY SHOP (Continued)

- E. Within thirty (30) days of the beginning of their employment hereunder, employees may deliver to the Board an assignment authorizing deduction or membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted in a manner and at times as agreed between officers of the Association and the Superintendent.

ARTICLE XI

PROTECTION OF EMPLOYEES

- A. Any complaints by a parent of a student directed toward an employee to the Intermediate School Office shall be promptly called to the employee's attention, prior to consideration by the Intermediate School Board.

B. Medical Care for Employees Injured During Working Hours.

Any Montcalm Area Intermediate District employee who is injured from activity arising out of and in the course of employment and requires medical attention shall call the physician of his/her choice. It is the responsibility of the employee to fill out the Michigan Workmen's Compensation Law forms provided at the Office of the Montcalm Area Intermediate School District.

C. Disability Payment.

In case of work incapacitating injury or illness for which an employee is, or may be eligible for work disability benefits under the Michigan Worker's Compensation Law, such employee shall be allowed salary payment which, with his/her work disability benefit, equals his regular salary or wage. Board paid insurance premiums and other board paid benefits for individuals receiving worker's compensation benefits will be limited to not exceed one year commencing with the beginning of the 1996-97 school year.

Sick leave shall be utilized to the extent of the difference as permitted between such payment and the employee's regular salary or wage. Upon exhaustion of sick leave accumulation the differential payment shall be discontinued.

When a doctor releases an employee to return to work, the employee will be reinstated as soon as possible.

D. 1. Itinerant Staff:

An employee who feels that existing facilities are inadequate may file a written statement with the appropriate Director specifically outlining needed improvements. At the next regular meeting following the written notice, the Board will appoint a committee consisting of the Director, a representative of

ARTICLE XI - PROTECTION OF EMPLOYEES (Continued)

the Board, and an administrator in the local district involved to consider the written statement and recommend immediate action for improvement.

2. Classroom Staff:

The Board shall provide procedures for reporting inadequate facilities and equipment for classroom staff.

E. Contracts

1. All employees are hired through a written contract which shall specify the work year.
2. Annual Contract for Probationary employees. An annual contract shall bind the employee and the Board only to the year as defined in the contract.
3. Contracts or above mentioned memorandums of employment shall be returned promptly. Provisions of the Michigan Tenure Act apply.
4. The individual contract, executed between each employee and the employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this Agreement takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Agreement.

ARTICLE XII

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary employee;
2. Any matter involving content of employee evaluation.

It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The term "days" as used herein shall mean days in which school is in session.

- C. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

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

- D. Level One - An employee alleging a violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with his/her program director in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

ARTICLE XII - GRIEVANCE PROCEDURE (Continued)

Level Two - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the program director in the program when the grievance arose, and place a copy of same in a permanent file in his/her office.

Level Three - Individual employees shall not have the right to process a grievance at Level Three.

1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may within ten (10) days after the decision of the Superintendent refer the matter to arbitration, with written notification of such to the Superintendent. If the parties cannot agree on an arbitrator within ten (10) days he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or grounds at Level Three not previously raised or disclosed. Each party shall submit to the other party not less than five (5) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. He shall have no power to decide any question, which under this Agreement, is within the responsibility of the management to decide.

ARTICLE XII - GRIEVANCE PROCEDURE (Continued)

- c. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
 - d. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - e. Where no wage loss has been caused by the action of the Superintendent complained of, the Superintendent shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
 - g. The fees and expenses of the arbitrator shall be shared at a rate of 50% for the Association and 50% for the Board.
- E. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.
- F. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.
- G. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
- H. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE XII - GRIEVANCE PROCEDURE (Continued)

- I. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
- J. Class action grievances may be filed on behalf of the employees by the Association provided:
 - 1. The Association has the written approval of each employee in the group it purports to represent;
 - 2. If the Superintendent determines individual cases are distinguishable on the facts, such cases will be adjudicated apart from the class action.

ARTICLE XIII
COMPENSATION

A Rules for replacements on the salary schedule:

1. All full-time professional employees of the Montcalm Area Intermediate School District will receive credit on the appropriate salary schedule in effect.
2. The salary schedule for the current year shall be a part of the policy for that year.
3. The annual salary shall be spread over the entire year in twenty-six (26) equal payments or may be spread over twenty-one (21) payments if requested in writing in accordance with payroll department procedures. Employees on 187-day or 185-day contracts may, if they so request in writing on or before May 1, be paid in full on the first regular pay day following the last regular work day.
4. Full credit for prior professional experience with the Montcalm Area Intermediate School District will be allowed; or full credit for professional experience in the particular area of specialization outside the Montcalm Area Intermediate School District will be allowed; or professional experience in other school districts with full or partial credit for related experience may be granted by the Board of Education upon recommendation of the Superintendent.

Credit for placement on the salary schedule will be determined as follows:

ARTICLE XIII - COMPENSATION (continued)

<u>Years Experience</u>	<u>Years Credit</u>
1	1 Full Year
2	1 Full Year
3	1 Full Year
4	1 Full Year
5	½ Year
6	½ Year
7	½ Year
8	½ Year
9	1/4 Year
10+	1/4 Year

Credit will be rounded upward to next whole number (e.g. $4\frac{1}{2} = 5$, $6\frac{1}{4} = 7$, $6\frac{1}{2} = 7$)

$4 = 4$	$4 = 4$	$4 = 4$	$4 = 4$
$1 = \frac{1}{2}$	$4 = 2$	$4 = 2$	$4 = 2$
$5 = 4\frac{1}{2}$	$8 = 6$	$8 = 2$	$12 = 3$
		$16 = 8$	$20 = 9$

- e. Salaries of part-time employees will be paid in accordance with Article XIV.
- f. An employee who is at the top of their column on the Salary Schedule for more than one (1) year, and subsequently earns an advanced degree, he/she will advance one step the first year following notification of advanced degree earned; on the following years subsequent to placement on the advanced degree schedule, he/she will progress at a maximum of 2 steps until the appropriate step has been attained.

B. Longevity Pay

1. A staff member after 15 years will receive a three (3) percent increase above the staff member's base salary for the appropriate degree schedule, and staff members after 20 years, six (6) percent. Only experience in the Montcalm Area Intermediate School District will be considered. In order to qualify for an initial longevity pay step or to advance to a higher level of such pay, a staff member must have earned five (5) semester credit hours (or an equivalent in term hours) in each five (5) year period preceding his/her 15th and 20th years. It is expressly understood that staff members will have the responsibility for presenting written evidence of qualification for this benefit to the Superintendent. Experience outside the district given to Career Technical education staff who were employed when the

ARTICLE XIII - COMPENSATION (continued)

vocational education employees were accreted to the bargaining unit will not be deemed precedent setting for other employees and/or future instances.

C. Insurance Protection

1. Hospital/Medical

a. The provisions of the insurance benefits in this article are subject to the rules and regulations of the various insurance carriers and/or Administrators.

b. Upon submission of written application, the Board agrees to provide to all full-time employees one of the two following Plans - MESSA PAK including:

1. For employees electing health insurance

(Plan A): Super Care I

MESSA/Delta Dental Plan E/007 (80/80/80:

\$1,300)

Negotiated Life - \$25,000 AD & D

Vision VSP-2

2. For employees not electing health insurance

(Plan B): MESSA/Delta Dental Plan E/007 (80/80/80:

\$1,300)

Negotiated Life - \$25,000 AD & D

Vision VSP-2

Additionally, for employees not electing health insurance, the Board will contribute \$100.00 per month per employee which may be applied toward existing non-taxable insurance options, including IRS tax exempt annuities.

3. Super Care I - Deductible amounts not to exceed \$100 (family) or \$50 (per person) and \$2 co-pay prescription fee annually will be paid by staff members for the duration of this agreement.

ARTICLE XIII - COMPENSATION (continued)

Beginning in 1996-97, the MESSA PAK will include:

1. For employees needing MESSA health insurance

(Plan A): Super Care 1

(Includes \$5,000 AD&D Basic Term Life)

Long Term Disability: 50%

\$5,000 Monthly Maximum

90 Calendar Days - Modified Fill

Pre-Existing Condition Waiver - Yes

Freeze on Offsets - Yes

Alcoholism/Drug Addiction - Same as any
other illness

Mental/Nervous Condition - Same as any
other illness

Cost of Living Adjustment

Delta Dental: 80/80/80: \$1,300

(Class I & II Maximum at \$1,000)

Plan year: July 1 through June 30

Negotiated Life: \$25,000 AD&D

Vision: VSP-2 (Plan Year: July 1 through June 30)

2. For employees without health insurance (Plan B):

Long Term Disability: Same as Above

Delta Dental: 80/80/80: \$1,300

(Class I & II Maximum at \$1,000)

Plan year: July 1 through June 30

Negotiated Life: \$25,000 AD&D

Vision: VSP-2

Plan Year: July 1 through June 30

Additionally, for employees not electing health insurance, the Board will contribute \$100.00 per month per employee which may be applied toward existing non-taxable insurance options, including IRS tax exempt annuities.

ARTICLE XIII - COMPENSATION (continued)

- c. Part-time employees working one-half time or more shall be eligible for a prorated amount to be applied toward benefits on Plan A; or Plan B and options. Premiums not allowed (per Article XIV) for health insurance will be collected by payroll deduction.

ARTICLE XIV

PART-TIME EMPLOYEES

- A. 1. A part-time staff member is defined as a person regularly employed on an individual contract by the Board for anything less than a full-time position.
2. Part-time employees shall have their salaries prorated at their step for time actually worked in accordance with Salary Schedule.
3. Part-time employees who work sixty (60) days or less in a school year shall receive no increment. Part-time employees who work 61-120 school days shall be granted half an increment the following school year (i.e. half the amount which would equal a full step). Those who work more than 120 days shall receive a full increment.
4. Part-time employees will be provided a prorated amount toward the purchase of health insurance.
5. Part-time employees will earn paid sick leave at a rate of one (1) sick day per nineteen (19) full days or part-time equivalent worked, cumulative to sixty (60) days.
6. All other benefits provided under this contract will be prorated for part-time employees.
7. Career Technical Education Staff:
- a. Part-time employees will be those working a full school year but working less than a full day.
- b. Each part-day worked will be counted as a full day for advancement on the salary schedule.
- c. If an employee working half-time or less becomes employed full time, he/she shall be reduced to the step that would have been accrued based on the equivalent full days worked but shall not be reduced more than three (3) steps, and any time period of 1/2 year or less resulting from the final calculation shall be rounded down.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alternation or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- C. The Board reserves the right to subcontract services as in the past where services are difficult to obtain or where the frequency of services does not warrant the hiring of a regular employee.

Any other contracting which is not expressly permitted under the terms and conditions of the Master Contract shall be subject to negotiation between the parties.

ARTICLE XVI

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon consent of both parties.

- B. By May 1 of the final year of this agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT

BY *Harold O. Steele*
President

BY *Bradley J. Hansen*
Secretary

MONTCALM AREA INTERMEDIATE EDUCATION
ASSOCIATION .

BY *Shirley Clements*
President

BY *Janis L. Hoople*
Secretary

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT

Letter of Agreement

August 8, 1985

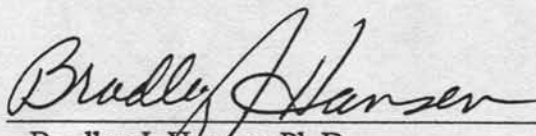
It is agreed between the Montcalm Area Intermediate School District and the Montcalm Area Intermediate School District Education Association that Larry Yaw, welding instructor, will be employed by the Intermediate School District on a 50% basis for its welding program, and 50% for the Montcalm Community College Program. If the agreement with the College changes the 2nd semester than what is planned, the percent will be changed depending on contact student hours by the instructor.

The Intermediate School District will contract with Larry Yaw on the basis of 100% agreement on a salary schedule and 100% fringe benefits entitled to him under the master agreement. It is agreed that Larry Yaw may authorize the Board, in writing, to deduct from his paycheck(s) (at payroll department option), the amount necessary to continue his dental and/or vision insurance. (i.e. The dollar difference between his pro-rated insurance amount and the dental and/or vision insurance premium).

This letter of agreement is in effect for the duration of this contract.

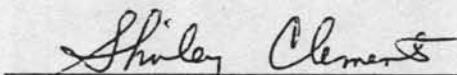
The above percentages may fluctuate depending upon student enrollment for the college from year to year and semester to semester.

Signed:



Bradley J. Hansen, Ph.D.
Intermediate Superintendent
Montcalm Area Intermediate School District

Signed:



Shirley Clements, President/Negotiator
Montcalm Area Intermediate School
District Education Association

LETTER OF UNDERSTANDING

BETWEEN

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT

AND

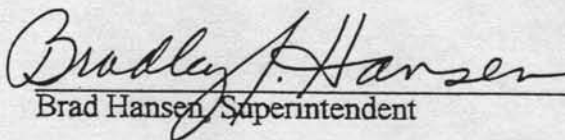
MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION

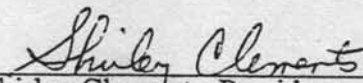
This Letter of Understanding is in reference to Co-op Coordinator, Shirley Clements.

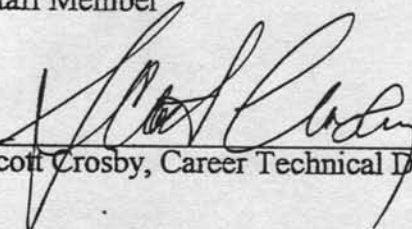
Shirley Clements has agreed to have her employment assignment altered from a Full-time Co-op Coordinator to a full-time School-To-Work Consultant (which includes co-op coordination time). Both are positions within the bargaining unit.

It is understood that the School-To-Work Consultant position is a project-funded position. Shirley Clements will have first rights to her position as Full-time Co-op Coordinator should funding be down sized/eliminated. Also, Shirley Clements maintains any and all seniority rights afforded her as a previous member of the Vocational Education Staff/Career Technical Staff group.

Dated: Aug. 21, 1995


Brad Hansen, Superintendent


Shirley Clements, President of MAISDEA
Staff Member


Scott Crosby, Career Technical Director

SALARY SCHEDULE

1995 - 1996

2.0%

<u>STEP</u>	<u>OT/PT</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>	<u>MA+45</u> <u>EDS</u>
0		26,690	—	31,708	32,109	33,470
1		28,125	29,359	32,919	33,320	34,681
2		29,558	30,815	34,132	34,531	35,894
3		31,249	32,269	35,343	35,744	37,107
4		32,427	33,724	36,554	36,957	38,318
5		33,863	35,178	37,769	38,168	39,528
6		35,294	36,633	38,979	39,380	40,741
7		36,728	38,088	40,192	40,590	41,954
8		37,582	38,582	41,405	41,803	43,165
9	38,946			42,615	43,015	44,377
10	40,305			43,827	44,226	45,587
11				45,038	45,441	46,800
12				46,254	46,652	48,012
15	41,106	38,383	39,463	47,205	47,615	49,016 3%
20	41,906	39,183	40,344	48,156	48,579	50,020 6%
Longevity:						
15 yrs		801	881	951	963	1,004
20 yrs		1,601	1,762	1,902	1,927	2,008

SALARY SCHEDULE
1996 - 1997

2.25%

<u>STEP</u>	<u>OT/PT</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>	<u>MA+45</u> <u>EDS</u>	
0		27,291	—	32,421	32,831	34,223	
1		28,758	30,020	33,660	34,070	35,461	
2		30,223	31,508	34,900	35,308	36,702	
3		31,952	32,995	36,138	36,548	37,942	
4		33,157	34,483	37,376	37,789	39,180	
5		34,625	35,970	38,619	39,027	40,417	
6		36,088	37,457	39,856	40,266	41,658	
7		37,554	38,945	41,096	41,503	42,898	
8		38,428	39,450	42,337	42,744	44,136	
9		39,822	40,822	43,574	43,983	45,375	
10	41,212			44,813	45,221	46,613	
11				46,051	46,463	47,853	
12				47,295	47,702	49,092	
15	42,031	40,641	41,723	48,268	48,687	50,119	3%
20	42,849	41,459	42,623	49,240	49,672	51,145	6%
Longevity:							
15 yrs	819	819	901	973	985	1,027	
20 yrs	1,637	1,637	1,801	1,945	1,970	2,053	

SALARY SCHEDULE

1997 - 1998

2.5%

MA+45

EDS

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>	<u>EDS</u>	
0	27,973	—	33,232	33,652	35,079	
1	29,477	30,771	34,502	34,922	36,348	
2	30,979	32,296	35,773	36,191	37,620	
3	32,751	33,820	37,041	37,462	38,891	
4	33,986	35,345	38,310	38,734	40,160	
5	35,491	36,869	39,584	40,003	41,427	
6	36,990	38,393	40,852	41,273	42,699	
7	38,493	39,919	42,123	42,541	43,970	
8	39,389	40,436	43,395	43,813	45,239	
9	40,818	41,843	44,663	45,083	46,509	
10	42,242	43,242	45,933	46,352	47,778	
11			47,202	47,625	49,049	
12			48,477	48,895	50,319	
15	43,081	44,165	49,474	49,905	51,371	3%
20	43,920	45,088	50,471	50,914	52,424	6%
Longevity:						
15 yrs	839	923	997	1,010	1,052	
20 yrs	1,678	1,846	1,994	2,019	2,105	

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