

**AGREEMENT**

BETWEEN THE

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

AND THE

**MUSKEGON INTERMEDIATE EDUCATION ASSOCIATION**

**2005-2007**

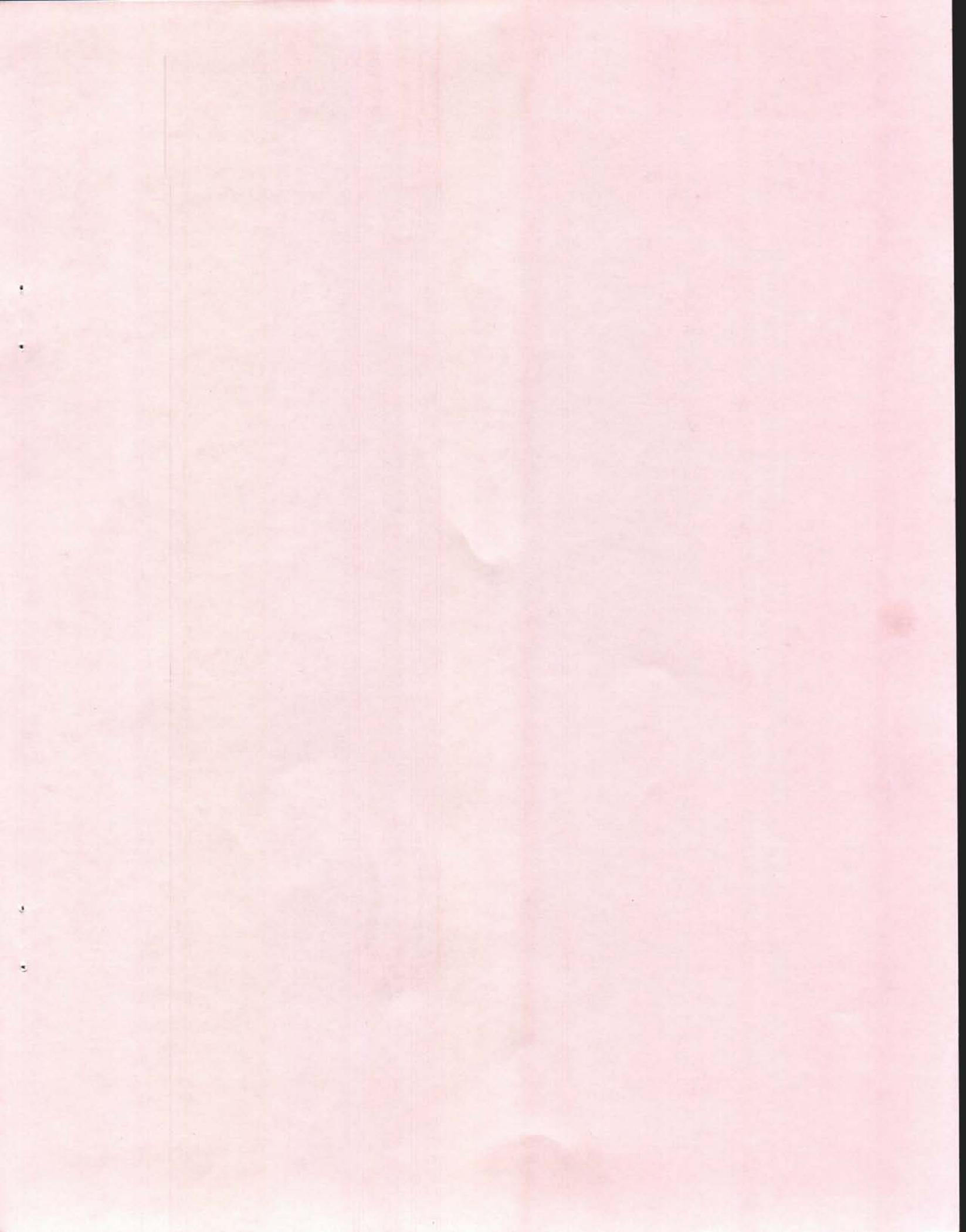
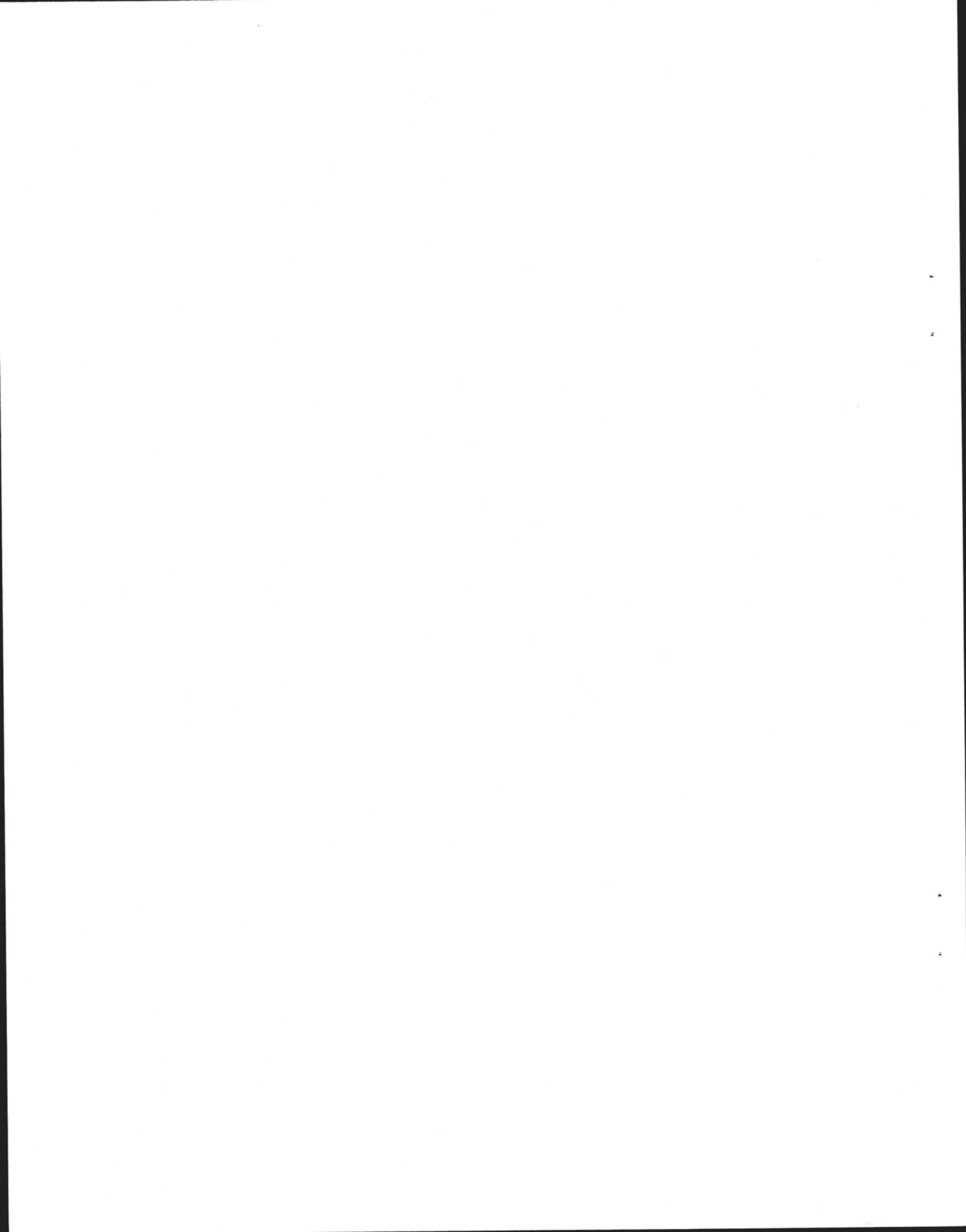


TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	Recognition . . . . . 1 - 2
ARTICLE II	Effect of Agreement and Negotiation Procedures . . . . . 2 - 4
ARTICLE III	Association and Employee Rights . . . . . 4 - 7
ARTICLE IV	Association Membership and Payroll Deductions . . . . . 7 - 8
ARTICLE V	Board Rights . . . . . 8 - 9
ARTICLE VI	No Interruption of Education . . . . . 9 - 10
ARTICLE VII	Grievance Procedure . . . . . 10 - 15
ARTICLE VIII	Vacancies, Promotions, and Transfers . . . . . 15 - 17
ARTICLE IX	Professional Conferences . . . . . 18
ARTICLE X	Paid Leaves of Absence . . . . . 18 - 26
ARTICLE XI	Other Leaves of Absence . . . . . 26 - 30
ARTICLE XII	Sabbatical Leave . . . . . 30 - 35
ARTICLE XIII	Reduction in Personnel . . . . . 36 - 40
ARTICLE XIV	Hours . . . . . 40 - 42
ARTICLE XV	School Year and Calendar . . . . . 43 - 44
ARTICLE XVI	Compensation . . . . . 44 - 46
ARTICLE XVII	Insurance . . . . . 46 - 48
ARTICLE XVIII	Employee Evaluation . . . . . 49 - 50
ARTICLE XIX	Term of Agreement . . . . . 51
APPENDIX A	Pay Salary Schedule . . . . . 52 - 55
APPENDIX B	Longevity Pay . . . . . 56 - 58
APPENDIX C	Credit for Experience and Step Progression . . . . . 59 - 60
APPENDIX D	Retirement . . . . . 61 - 62



## 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

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 April 30, 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, however, 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 reasonable 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. (Approval by the Board

of a tax deferred annuity contract shall require that at least five (5) employees shall have selected the same annuity carrier.)

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 nonteaching 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 employees may be filed by the Association President or other executive officer at Step Two 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. All grievances shall begin as verbal complaints. The aggrieved employee shall begin the grievance procedure by orally discussing the matter with the building principal. All grievances

not settled orally shall be reduced to writing, 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 as Step One of the grievance procedure within fifteen (15) work days after the occurrence of the event upon which the grievance is based.

B. WRITTEN PROCEDURE AND TIME LINES FOR CONTINUATION OF A GRIEVANCE:

1. Step One - Building Principal

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 building 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, in duplicate, shall be given to the Association within seven (7) work days after the meeting.

2. Step Two - Superintendent

If the answer at Step One 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 One answer. Within seven (7) work

days of receipt of the grievance and answers, the Superintendent and/or his/her 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, in duplicate, within seven (7) work days after the meeting.

3. Step Three - Board

If the Step Two 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 Two 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 in duplicate within seven (7) work days following its next regular meeting following the meeting provided for in this Step Three.

4. Step Four - 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 seven (7) work 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 nontenure 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 written 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 Two 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 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. Whenever a vacancy in any professional position occurs, notice thereof shall be given to the Association by posting. An employee interested shall notify the Superintendent in writing of his/her interest in such position. All such vacancies shall be posted for ten (10) calendar days. 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. A second posting may be initiated in unusual circumstances by mutual agreement.
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.

ARTICLE X

PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Number of Days and Conditions

At the beginning of each school year, each employee shall be credited with the appropriate number of sick days according to contract length:

DAYS OF WORK

SICK DAYS EARNED

0 through 186

Prorated up to 10

187 through 205

10

206 through 220

11

221 and above

12

Such days may be used when the employee must be absent because of illness or disability to himself/herself. Notice of such 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.

2. Illness 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. Such absence shall be charged to accumulative sick leave.

3. 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 Policy 3430.01. These provisions allow the employee to request use of earned paid sick leave as a substitute for the FMLA leave.

4. Unused Sick Leave

An employee may accumulate an unlimited number of sick 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 sick leave credit.

5. 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 Mentally Impaired, Severely Multiply Impaired, Trainable Mentally Impaired, and Autistic Impaired.

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 is unable to work because of personal illness or disability and who has exhausted all sick leave available has the option of requesting leave under the provisions of the Family Medical Leave Act (Board Policy 3430.01) and/or 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 such 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

If an employee is absent because of illness or injury which is compensable under the Workers' Compensation Law, s/he may choose to apply earned sick leave against such leave or may choose to receive only workers' compensation when found eligible to do so. Employees needing a leave of absence where such leave qualifies for workers' compensation, must choose to use either earned sick leave or workers' compensation but may not use one to supplement the other for the same work day. The employee shall notify the business office in writing within seven (7) days from the beginning of the compensable illness/injury as to whether they are electing the use of sick leave. If an employee is absent because of illness or injury which is compensable under the Workers' Compensation Law, s/he has the option of requesting leave under the provisions of the Family Medical Leave Act; choosing to apply earned sick leave against such leave; or may choose to receive only workers' compensation when found eligible to do so.

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. PERSONAL LEAVE

The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned and an employee, upon request and with approval of the Superintendent, may use up to two (2) days with pay per year. Both parties agree that such personal leave may not be accumulative. Further, such leave may not be deducted from sick leave with the exception that employees contracted for 221 days or more, who are granted a third personal leave day, shall have that day deducted from earned sick leave. Personal leave may be used under the following conditions:

1. An employee desiring to use such 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.
2. 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.)
3. Unused portion of personal leave in units of one-half (1/2) day or more shall accumulate to employee's sick leave.

F. 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.

G. 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 unintentional or intentional aggressive behavior by a student. Notice of such disability must be given to the Superintendent's Office or such other designated location at the earliest possible time. A doctor's statement substantiating the employee's disability and the ability to resume his/her duties may be required. 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 unintentional or intentional aggressive behavior of 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 limited to payment received from Workers' Compensation.

## 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 benefitted.

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 for the 2005-06 and 2006-07 school years 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 2005-06 school year the extended school year contract will be 222 days consisting of 216 student contact days and six (6) professional development days. For the 2006-07 school year the extended school year contract will be 221 days consisting of 216 student contact days and five (5) professional development days. For the 2007-08 school year the extended school year contract will be 221 days consisting of 216 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 twenty-six (26) times per year (27 on certain years). The individual employee, however, may elect to receive his/her pay twenty-one (21) times per year (22 on certain years) providing that s/he notifies the Business Office in writing on or before the first day of work. Further, an employee may elect, on an annual basis, to receive longevity pay distribution from the following options:

1. The equal pay spread method equally divides the longevity payment between all scheduled pays.
2. The two equal payment method is to be paid the first pay of December and the last pay of the fiscal year.
3. The lump sum payment method is to be paid the last pay of the fiscal year.

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

Upon written application by the employee, the MAISD Board will contribute toward the cost of the MESSA-PAK insurance program for each full-time employee of the MAISD. MESSA-PAK includes:

1. MESSA Super Care 1 Health Insurance
2. \$10 – \$20 Prescription Coverage When Available Through MESSA
3. MESSA Negotiated Life at \$35,000 with AD&D
4. MESSA Delta Dental Plan E:007 (80/80/80 - \$1,300)
5. MESSA Vision VSP-2

For 2005-2006

The Board will pay a maximum of a ten percent (10%) increase on the 2004-05 MESSA-PAK rate and apply such dollar increase to the Board contribution made in 2004-05. For employees not electing health insurance, the cash contribution will be \$190.00 per month.

For 2006-07

The Board will pay a maximum of a ten percent (10%) increase on the 2005-06 MESSA-PAK rate and apply such dollar increase to the Board contribution made in 2005-2006. For employees not electing health insurance, the cash contribution will be \$200.00 per month.

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.

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, 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, 2005, through June 30, 2007.

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

<u>Shirley Williams</u>	<u>7-18-05</u>
<u>Shulek Sadi</u>	<u>7-18-05</u>
<u>Marjean Fritz</u>	<u>7-18-05</u>

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT

<u>Edward Gorn, President</u>	<u>7/18/05</u>
<u>Robert Jacobs, Vice President</u>	<u>7/18/05</u>
<u>Reggie Deauter, Secretary</u>	<u>7/18/05</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

APPENDIX A

2005-2006

MAISD

BASE SALARY SCHEDULE

OFFICIAL

Each step of each column of the 2004-05 Salary Schedule shall be increased by two percent (2%). The dollar amounts as determined by the above shall be rounded to the nearest dollar with multiples of fifty cents (\$.50) rounded to the nearest even dollar amount.

APPENDIX A

2005-06

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT

BASE SALARY SCHEDULE

STEP	NON-DEGREE		B.A.		B.A. + 20		M.A.		M.A. + 30	
	187	222	187	222	187	222	187	222	187	222
1	27,332	32,448	36,448	43,270	37,457	44,468	38,469	45,669	39,803	47,253
1-1/2	27,831	33,040	37,110	44,056	38,250	45,409	39,384	46,755	40,795	48,430
2	28,331	33,634	37,776	44,846	39,038	46,345	40,302	47,845	41,783	49,603
2-1/2	29,074	34,516	38,763	46,018	40,073	47,573	41,377	49,121	42,947	50,985
3	29,814	35,394	39,751	47,191	41,104	48,797	42,454	50,400	44,109	52,365
3-1/2	30,526	36,239	40,701	48,319	42,082	49,958	43,464	51,599	45,158	53,610
4	31,234	37,080	41,647	49,442	43,062	51,122	44,473	52,797	46,204	54,852
4-1/2	31,947	37,926	42,597	50,570	44,049	52,293	45,494	54,009	47,259	56,104
5	32,660	38,773	43,547	51,698	45,036	53,465	46,515	55,221	48,312	57,354
5-1/2	33,384	39,632	44,513	52,844	46,043	54,661	47,577	56,482	49,411	58,659
6	34,109	40,493	45,476	53,988	47,055	55,862	48,636	57,739	50,509	59,963
6-1/2	34,855	41,379	46,469	55,166	48,084	57,084	49,707	59,010	51,613	61,273
7	35,597	42,260	47,460	56,343	49,118	58,311	50,772	60,275	52,718	62,585
7-1/2	36,364	43,170	48,484	57,559	50,183	59,576	51,879	61,589	53,864	63,945
8	37,135	44,085	49,506	58,772	51,247	60,839	52,989	62,907	55,015	65,312
8-1/2	37,891	44,983	50,519	59,974	52,311	62,102	54,100	64,226	56,165	66,677
9	38,651	45,885	51,532	61,177	53,373	63,363	55,210	65,543	57,317	68,045
9-1/2	39,440	46,822	52,584	62,426	54,459	64,652	56,328	66,871	58,484	69,430
10	40,230	47,760	53,639	63,678	55,547	65,943	57,452	68,205	59,649	70,813
10-1/2			54,701	64,939	56,634	67,234	58,572	69,535	60,820	72,203
11			55,758	66,194	57,726	68,530	59,698	70,871	61,993	73,596
11-1/2			56,672	67,279	58,654	69,632	60,639	71,989	62,978	74,765
12			57,581	68,358	59,579	70,730	61,579	73,104	63,962	75,933
12-1/2					60,285	71,568	62,435	74,121	64,895	77,041
13					60,990	72,405	63,288	75,133	65,827	78,148

APPENDIX A

2006-2007

MAISD

BASE SALARY SCHEDULE

OFFICIAL

Each step of each column of the 2005-2006 Salary Schedule shall be increased by two percent (2%). The dollar amounts as determined by the above shall be rounded to the nearest dollar with multiples of fifty cents (\$.50) rounded to the nearest even dollar amount.

APPENDIX A

2006-07

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT

BASE SALARY SCHEDULE

STEP	NON-DEGREE		B.A.		B.A. + 20		M.A.		M.A. + 30	
	187	221	187	221	187	221	187	221	187	221
1	27,879	32,948	37,177	43,936	38,206	45,153	39,238	46,372	40,599	47,981
1-1/2	28,388	33,549	37,852	44,734	39,015	46,109	40,172	47,476	41,611	49,177
2	28,898	34,152	38,532	45,538	39,819	47,059	41,108	48,582	42,619	50,368
2-1/2	29,655	35,047	39,538	46,727	40,874	48,306	42,205	49,879	43,806	51,771
3	30,410	35,939	40,546	47,918	41,926	49,549	43,303	51,176	44,991	53,171
3-1/2	31,137	36,798	41,515	49,063	42,924	50,728	44,333	52,394	46,061	54,436
4	31,859	37,652	42,480	50,204	43,923	51,909	45,362	53,610	47,128	55,697
4-1/2	32,586	38,511	43,449	51,349	44,930	53,099	46,404	54,841	48,204	56,968
5	33,313	39,370	44,418	52,494	45,937	54,289	47,445	56,071	49,278	58,238
5-1/2	34,052	40,243	45,403	53,658	46,964	55,503	48,529	57,352	50,399	59,562
6	34,791	41,117	46,386	54,820	47,996	56,723	49,609	58,629	51,519	60,886
6-1/2	35,552	42,016	47,398	56,016	49,046	57,963	50,701	59,919	52,645	62,217
7	36,309	42,911	48,409	57,211	50,100	59,209	51,787	61,203	53,772	63,549
7-1/2	37,091	43,835	49,454	58,446	51,187	60,494	52,917	62,538	54,941	64,930
8	37,878	44,765	50,496	59,677	52,272	61,776	54,049	63,876	56,115	66,318
8-1/2	38,649	45,676	51,529	60,898	53,357	63,058	55,182	65,215	57,288	67,704
9	39,424	46,592	52,563	62,120	54,440	64,338	56,314	66,553	58,463	69,093
9-1/2	40,229	47,543	53,636	63,388	55,548	65,648	57,455	67,901	59,654	70,500
10	41,035	48,496	54,712	64,660	56,658	66,959	58,601	69,256	60,842	71,904
10-1/2			55,795	65,940	57,767	68,270	59,743	70,605	62,036	73,315
11			56,873	67,214	58,881	69,587	60,892	71,963	63,233	74,730
11-1/2			57,805	68,315	59,827	70,705	61,852	73,098	64,238	75,918
12			58,733	69,412	60,771	71,820	62,811	74,231	65,241	77,103
12-1/2					61,491	72,671	63,684	75,263	66,193	78,228
13					62,210	73,521	64,554	76,291	67,144	79,352

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

Flat-rate longevity schedule beginning at the 14th year for BA+20, MA, and MA+30, and at the 15th year for BA level:

14 <sup>th</sup> year	-	\$ 700.00	BA+20, MA, and MA+30 Only
14-1/2	-	\$ 750.00	Applies to all employees
15 <sup>th</sup> year	-	\$ 800.00	Applies to all employees
15-1/2	-	\$ 850.00	Applies to all employees
16 <sup>th</sup> year	-	\$ 900.00	Applies to all employees
16-1/2	-	\$ 950.00	Applies to all employees
17 <sup>th</sup> year	-	\$1,000.00	Applies to all employees
17-1/2	-	\$1,050.00	Applies to all employees
18 <sup>th</sup> year	-	\$1,100.00	Applies to all employees
18-1/2	-	\$1,150.00	Applies to all employees
19 <sup>th</sup> year	-	\$1,200.00	Applies to all employees
19-1/2	-	\$1,250.00	Applies to all employees

20 <sup>th</sup> year	-	\$1,300.00	Applies to all employees
20-1/2	-	\$1,350.00	Applies to all employees
21 <sup>st</sup> year	-	\$1,400.00	Applies to all employees
21-1/2	-	\$1,455.00	Applies to all employees
22 <sup>nd</sup> year	-	\$1,510.00	Applies to all employees
22-1/2	-	\$1,570.00	Applies to all employees
23 <sup>rd</sup> year	-	\$1,630.00	Applies to all employees
23-1/2	-	\$1,690.00	Applies to all employees
24 <sup>th</sup> year	-	\$1,750.00	Applies to all employees
24-1/2	-	\$1,805.00	Applies to all employees
25 <sup>th</sup> year	-	\$1,860.00	Applies to all employees
25-1/2	-	\$1,880.00	Applies to all employees
26 <sup>th</sup> year	-	\$1,900.00	Applies to all employees
26-1/2	-	\$1,950.00	Applies to all employees
27 <sup>th</sup> year	-	\$2,000.00	Applies to all employees
27-1/2	-	\$2,050.00	Applies to all employees
28 <sup>th</sup> year	-	\$2,100.00	Applies to all employees
28-1/2	-	\$2,150.00	Applies to all employees
29 <sup>th</sup> year	-	\$2,200.00	Applies to all employees
29-1/2	-	\$2,250.00	Applies to all employees
30 <sup>th</sup> year	-	\$2,300.00	Applies to all employees
30-1/2	-	\$2,350.00	Applies to all employees

31 <sup>st</sup> year	-	\$2,400.00	Applies to all employees
31-1/2	-	\$2,450.00	Applies to all employees
32 <sup>nd</sup> year	-	\$2,500.00	Applies to all employees
32-1/2	-	\$2,550.00	Applies to all employees
33 <sup>rd</sup> year	-	\$2,600.00	Applies to all employees
33-1/2	-	\$2,650.00	Applies to all employees
34 <sup>th</sup> year	-	\$2,700.00	Applies to all employees
34-1/2	-	\$2,750.00	Applies to all employees
35 <sup>th</sup> year	-	\$2,800.00	Applies to all employees
35-1/2	-	\$2,850.00	Applies to all employees
36 <sup>th</sup> year	-	\$2,900.00	Applies to all employees
36-1/2	-	\$2,950.00	Applies to all employees
37 <sup>th</sup> year	-	\$3,000.00	Applies to all employees

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

APPENDIX C (continued)

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 Sick 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, sick leave over sixty-five (65) days, up to a total of 100 days.