

AGREEMENT

BETWEEN THE

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

AND THE

**MUSKEGON AREA CAREER TECH CENTER
EDUCATION ASSOCIATION**

2010-2012

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MASTER AGREEMENT

This Agreement is entered into by and between the MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT, Muskegon, Michigan, hereinafter called the "Board," and the MUSKEGON AREA CAREER TECH CENTER 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 professional personnel, hereinafter referred to as "employee(s)."

B. EXCLUDED

Excluding adult education instructors, instructional assistants, paraprofessionals, career specialists, ISD consultants, supervisors, substitutes, and all other employees.

ARTICLE II

NEGOTIATIONS PROCEDURES

A. NEGOTIATION TEAMS

In any negotiations between the parties, neither shall have any control over the selection of the negotiating nor bargaining representatives of the other party and each may select its representatives from within the administration or bargaining unit. 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.

B. NOTICE

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

C. 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.

D. 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.

E. INDIVIDUAL CONTRACTS

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

F. 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. JUST CAUSE

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

H. ELECTION

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

ARTICLE IV

AGENCY SHOP

A. SERVICE FEES

Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
2. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

B. OBJECTIONS POLICY

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a ‘Policy Regarding Objections to Political-Ideological Expenditures.’ That Policy, and the Administration Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

C. DUES DEDUCTIONS

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

D. PAYROLL DEDUCTION

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MESSA programs not fully Employer-paid, School Employee Credit Union, approved charitable donations, or any other plans or programs jointly approved by the Union and Employer.

E. ERRORS OR LEGAL ACTION

1. 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.
2. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article IV, Sections A. through D., the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Board gives timely notice of such action to the Association and permits the Association the opportunity for intervention as a party if it so desires; and
 - b. The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Association agrees that, in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court of

administrative agency as a direct consequence of the Board's compliance with this Article IV.

F. OTHER DEDUCTIONS

The Board shall also make payroll deductions after being furnished proper written authorization 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.

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 operations 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.
4. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids.
5. Determine class schedules, hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto and with respect to administrative and non-teaching activities.
6. The exercise of the powers, duties, and the responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and

the use of judgments and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement.

B. BOARD POLICIES

Except as otherwise provided herein, all rules, regulations, policies, procedures and practices of the Board shall remain in full force and effect and may be changed and updated from time to time; but in no way shall district operations 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.

ARTICLE VII

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

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

2. Aggrieved Employee (Grievant)

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

B. PROCEDURE AND TIME LINES

Step One – Verbal Complaint

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

Step Two –Building Principal

The written grievance shall be dated and signed by the grievant or grievants and shall state a brief synopsis of the facts, the approximate date of the alleged violation, the section number or numbers of the contract claimed to have been violated and the relief requested. All written grievances shall be presented in writing to the Building Principal as Step Two of the grievance procedure within seven (7) work days after the response to the verbal complaint. Within seven (7) work days after receiving a written grievance the aggrieved employee and a representative of the Association shall meet to discuss the matter with the Building Principal 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) workdays after the meeting.

Step Three - Superintendent

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

Step Four – Board

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

Step Five - Arbitration

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

- C. It shall be the function of the arbitrator, and he/she shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. 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:
 - a. The termination of services or failure to reemploy any probationary teacher.
 - b) Any matter involving employee evaluation.
2. 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 party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
3. No decision in any one case shall require a retroactive adjustment in any other case.
4. The arbitrator shall have no power to establish salary scales.
5. She/he shall not hear any grievance previously barred from the scope of the grievance procedure.

6. When no wage loss has occurred as a result of the action of the Board, the arbitrator shall not recommend that the Board be obligated to make monetary adjustments.

D. TIME LIMITS

The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible. Grievances not appealed in writing by the Association within the specified time limits shall be settled on the basis of the Employer's last answer. Grievances not answered by the Employer within the specified time limits shall be considered as automatically appealed to the next step of the grievance procedure.

E. DISCHARGE

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

- F. Employees shall have the right to Association representation at all steps of the grievance procedure and at meetings with the Employer if such meeting can result in discipline to the employee.

ARTICLE VIII

VACANCIES, PROMOTIONS, AND TRANSFERS

A. VACANCY Definition:

A vacancy is any newly created or open position that is 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 at least ten (10) calendar days. A vacancy may be filled on a temporary basis for up to 60 days or until a permanent appointee is selected. In the event that a certified replacement cannot be hired, this timeline can be extended by mutual agreement. 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. All members with proper certification shall be given first consideration for vacancies.
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. 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.

C. RESIGNATION

Employees will be encouraged to give as much advance notice of resignation as possible, keeping in mind their contractual obligations to the Board.

D. 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 DEVELOPMENT

Professional development activities shall include but not be limited to 1) conferences, 2) mentoring/coaching activities, 3) workshops/seminars, 4) observations. Attendance by employees in professional development activities may be of benefit to the employees and to the district. When an employee is interested in attending any such activity, that employee shall advise the Superintendent or his/her designee, in advance of the date and nature of the activity. Requests to attend professional development activities will be reviewed in terms of the benefits to be derived to the district and the funds that are available for such purposes with consideration given to the equitable distribution for such requests. If attendance is approved, the employee or employees will be allowed sufficient time to attend the professional development activity 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. Employees will receive one day per month up to ten days per year.

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. After five (5) workdays absence, a doctor's statement may be required to: a) substantiate the employee's illness, or b) document that the employee is able to resume his/her duties.

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 (FMLA). The provisions of the FMLA are detailed in the MAISD Board Policy 3430.01 and Administrative Guidelines 3430.01A. The employee may use earned paid sick leave 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.

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. Should the employee's leave of absence exceed one (1) year, s/he will, upon return, be assigned to a position 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. 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.

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 beginning the leave; and in cases of child adoption, as early as possible.
3. An employee returning from a parental leave shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position 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 shall be given his/her former position. If the former position no longer exists, the employee will

be assigned an equivalent position 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

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 with the least seniority 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 certification and the minimum qualifications to do the job.
3. 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 by the Board 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. The Board shall give written notice of recall from layoff by sending a certified letter to the teacher, with a copy sent to the

Association President. The Board may rely upon the last address shown on its personnel records. If there is no acceptance of the recall to the vacancy within five (5) working days from the time of the receipt of the notice, the right to the vacancy shall be forfeited.

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. Any requirements by federal and/or state agencies which apply to the employment discipline in which the employee is or is to be employed.
2. 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. No right to recall is available beyond the three-year period.

ARTICLE XIII

HOURS, CALENDAR, AND WORKING CONDITIONS

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 CTC PROGRAMS SHALL BE AS FOLLOWS:

1. Teachers shall be in their classrooms or other assigned places of duty no later than 7:30 a.m.
2. Teachers shall be free to leave no earlier than 3:30 p.m., unless permission is granted by the supervisor.

B. CLASS SIZE

The student teacher ratio will not exceed 28 students as determined on official count days without the teacher's consent. There shall be a sufficient number of workstations for the student enrollment. Maximum enrollment with a paraprofessional will not exceed 32 students.

C. WORKWEEK AND PLANNING TIME

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.

D. SCHOOL CALENDAR

The school year shall consist of 185 teacher days. The calendar will be approved by the Board annually.

E. LUNCH PERIOD

All employees shall be entitled to a duty-free uninterrupted lunch period in accordance with the schedule of lunch periods. 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.

F. LESSON PLANS

A copy of three (3) unused 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.

G. ADULT EDUCATION CLASSES

Members of the bargaining unit with proper certification shall have first right of refusal to teach adult education classes.

ARTICLE XIV

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/hours 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 XV
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 prior teaching and/or vocational/technical 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.

C. 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.

D. CAREER & TECHNICAL STUDENT ORGANIZATIONS

1. There will be one teacher advisor per skilled area for each approved Career & Technical Student Organization (CTSO), unless more are required by the sponsoring organization. In the event a CTSO has more than one advisor, one Advisor shall be deemed the Primary Advisor, and one shall be deemed the Secondary Advisor. In the event a CTSO has

more than two advisors, they shall be deemed “any other advisor” for purposes of this Article.

2. The most senior advisor for any CTSO shall be granted the right of first refusal for the Primary Advisor position.
3. Advisors will be paid for CTSOs involving students on days not scheduled as part of the negotiated calendar in accordance with Schedule B and the following:
 - a. Teacher advisors shall fulfill defined responsibilities established for each CTSO by the Board of Education.
 - b. Extra duty assignments shall be approved by the CTC administration.
 - c. Advisor positions are voluntary and not obligatory.

Schedule B

Compensation for such extra duty assignments, including but not limited to those listed below, shall be based upon a fixed percentage of the BA base scale per year.

	<u>2010-11</u>	<u>Beginning 2011-12</u>
Primary Advisor	4%	4%
Secondary Advisor	4%	3%
Any Other Advisor	4%	2%

Approved CTSOs

AWS	FCCLA
BPA	FFA
DECA	Skills USA
HOSA	MITES

Other positions may be added as deemed appropriate by the CTC administration. Advisor expenses will be paid in accordance with MAISD Guideline 3243 – Professional Development – Conferences.

E. 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.

F. PAYMENTS

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

G. REIMBURSEMENT FOR COSTS OF CERTIFICATES

The Employer shall reimburse the employees for costs and or fees assessed for the membership fees, application, addition, renewal and or reinstatement of a permit, authorization, endorsement, certification, license issued above and beyond the teaching requirements by the Michigan Department of Education, the Intermediate School District, Michigan Department of Labor, National Accreditation organization or other authorizing agency, or industry recognized

certificates. The employer will reimburse the entire employee unit no more than \$3,000 per year.

ARTICLE XVI

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 except as listed below and the cost of the MESSA Long Term Disability Insurance which will be paid by the employee. MESSA-PAK includes:

1. MESSA Choices II with a \$10/20 prescription co-pay and \$100/200 deductible
2. MESSA Negotiated Life at \$35,000 with AD&D
3. MESSA Delta Dental Plan E:007 (80/80/80 - \$1,300)
4. MESSA Vision VSP-2
5. MESSA Long-Term Disability Insurance

For 2010-11

The Board will pay for Super Care I, MESSA-PAK rate less \$50 and less the cost of MESSA Long-Term Disability which will be paid by the employee. The employee will contribute \$50 plus the full cost of the MESSA Long-Term Disability Insurance. Employees not electing health insurance, will receive a cash contribution of \$2,500.00 per year if 2 (two) employees or less elect this option. If 3 (three) or more employees elect not to receive health insurance then the annual amount of cash in lieu of health insurance will be \$5,000 per year. In addition, the Board will pay for the MESSA-

PAK B rate for the insurance program except MESSA Long-Term Disability Insurance which will be fully paid by the employee. MESSA-PAK B consists of:

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

For 2011-12

The Board will pay for Choices II, MESSA-PAK rate less \$75 for health, less the cost of MESSA Long-Term Disability which will be paid by the employee and less the cost difference between VSP-2 and VSP2-Silver. The employee will contribute \$75 plus the full cost of the MESSA Long-Term Disability Insurance and the difference in cost between VSP-2 and VSP2-Silver. Employees not electing health insurance, will receive a cash contribution of \$2,500.00 per year if 2 (two) employees or less elect this option. If 3 (three) or more employees elect not to receive health insurance then the annual amount of cash in lieu of health insurance will be \$5,000 per year. In addition, the Board will pay for the MESSA-PAK B rate for the insurance program except MESSA Long-Term Disability Insurance and the difference between VSP-2 and VSP2-Silver which will be fully paid by the employee. MESSA-PAK B consists of:

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

B. SIGNED APPLICATION

The Board of Education makes this insurance available to each full-time teacher, but the teacher is not officially 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.

C. 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.

D. 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.

E. PREMIUM PAYMENTS

New employees are eligible for health insurance coverage beginning on the first day of hire if the business office receives the employee's completed insurance forms within 30 days of the date of hire. Coverage shall continue through August 31 of each year. Insurance coverage for current active employees shall begin on September 1 of each year and continue through August 31 of each year. When an employee fulfills the contracted work year and resigns, insurance benefits shall continue through August 31 of that year. If an employee resigns or

is terminated prior to the fulfillment of the contracted work year, the insurance benefits shall terminate on the last day of the month of his/her last day of work.

F. 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.

G. DAMAGE CAUSED BY STUDENT

The Board shall reimburse the employee a dollar figure equivalent to the current value for damage caused by a student to clothing or items such as eye glasses, dentures, hearing aids, etc.

ARTICLE XVII

EMPLOYEE EVALUATION

A. EVALUATION

An evaluation is a formal written record, signed by the employee's building principal/assistant principal that is placed in the employee's official personnel file. The parties agree that it is the responsibility of the Administration to evaluate all bargaining unit members. The purpose of the evaluation is to determine the extent to which a bargaining unit member is performing his/her professional duties. Each employee shall receive a copy of the evaluation instrument within the first three weeks of school.

B. OBSERVATION

An observation is a visit by the employee's building principal, assistant principal, or designated administrator to the employee's workstation for the purpose of observing work performance and/or gathering pertinent information. No formal observation of an employee shall be done during the first or last week of the school year, on the day before a school holiday or when a holiday activity is scheduled.

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/assistant principal, or designated

administrator 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/assistant principal or designated administrator 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 principal/assistant principal or designated administrator. The evaluation may contain relevant information from employee observations, employment records, and other appropriate sources. The evaluation will be reviewed by the employee's principal/assistant principal or designated administrator and the employee. Upon completion of the review, both the employee's building principal/assistant principal or designated administrator 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. PROBATIONARY EMPLOYEES

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 continue on

probationary status or be 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 the evaluation, s/he may attach a written statement which shall at the employee's request be attached to the evaluation.

ARTICLE XVIII

TEACHER PROTECTION

A. GENERAL RESPONSIBILITIES

The Board and the Association recognize that classroom management is a joint responsibility. The Board will give all reasonable support and assistance to employees in the maintenance of classroom management. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, special education personnel, or other professional persons, the teacher will report these circumstances to his/her immediate supervisor for consideration of referral. Whenever it appears to the teacher and the administration that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Administration will relieve the teacher of responsibilities with respect to said student until needed improvements and corrections can be made.

B. TRANSPORTING OF STUDENTS

Under no circumstances shall any teacher be required or requested by the Administration to transport students in the teacher's personal vehicle.

C. HANDBOOKS

A staff handbook with respect to building protocols at MACTC will be developed and maintained with input from the Association. Handbooks will be distributed to each teacher.

D. REVIEW OF PERSONNEL FILE

A teacher shall have the right, upon request, to review the contents of his/her personnel file in the presence of an administrator. He/she shall have the right to respond to its contents in writing and such response shall become part of the file.

A representative of the Association will be allowed, upon request of the teacher, to accompany the teacher in such review.

E. RELEASE OF PERSONNEL FILES

In the event that a teacher's personnel file is requested under the Freedom of Information Act, the Board shall notify the teacher of said request prior to releasing any information and shall take the full legal timeline as permitted under the law to comply with the FOIA request.

F. COMPENSATION

Time lost by a teacher in connection with and on the date of any incident mentioned in the staff handbook shall not be charged against the teacher, providing the teacher's actions were in conformance with existing school policies.

ARTICLE XIX

TERM OF AGREEMENT

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

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

MUSKEGON AREA CAREER TECHNICAL CENTER EDUCATION ASSOCIATION

Brian Peets – President Date

Krista Abbott – MEA Uniserv Director Date

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT

Dr. Donna Fiebelkorn – President

Dwight Vines – Vice President

William Loxterman - Secretary

Carol Mills – Treasurer

Kevin Donovan - Trustee

APPENDIX A

2010-11
MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT
CAREER TECH CENTER
BASE SALARY SCHEDULE

STEP	B.A.	B.A.+20	M.A.	M.A.+30
1	39,824	40,926	42,032	43,490
1-1/2	40,547	41,792	43,032	44,573
2	41,274	42,654	44,035	45,654
2-1/2	42,353	43,785	45,209	46,924
3	43,434	44,912	46,387	48,194
3-1/2	44,471	45,980	47,489	49,340
4	45,504	47,052	48,593	50,484
4-1/2	46,543	48,128	49,708	51,635
5	47,581	49,208	50,824	52,787
5-1/2	48,636	50,307	51,984	53,998
6	49,688	51,413	53,140	55,188
6-1/2	50,774	52,537	54,310	56,394
7	51,855	53,667	55,474	57,600
7-1/2	52,975	54,830	56,684	58,853
8	54,092	55,993	57,897	60,111
8-1/2	55,197	57,156	59,111	61,367
9	56,305	58,316	60,323	62,625
9-1/2	57,455	59,503	61,546	63,900
10	58,607	60,692	62,773	65,173
10-1/2	59,767	61,880	63,998	66,453
11	60,923	63,073	65,226	67,734
11-1/2	61,921	64,087	66,256	68,811
12	62,915	65,097	67,283	69,886
12-1/2	63,906	65,869	68,219	70,905
13	64,906	66,639	69,150	71,923

2010-11

The salary schedule for the 2010-11 school year shall be increased by 0% over the 2009-10 salary schedule.

APPENDIX A

2011-12
MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT
CAREER TECH CENTER
BASE SALARY SCHEDULE

STEP	B.A.	B.A.+20	M.A.	M.A.+30
1	40,222	41,335	42,452	43,925
1-1/2	40,952	42,210	43,462	45,019
2	41,687	43,081	44,475	46,111
2-1/2	42,777	44,223	45,661	47,393
3	43,868	45,361	46,851	48,676
3-1/2	44,916	46,440	47,964	49,833
4	45,959	47,523	49,079	50,989
4-1/2	47,008	48,609	50,205	52,151
5	48,057	49,700	51,332	53,315
5-1/2	49,122	50,810	52,504	54,538
6	50,185	51,927	53,671	55,740
6-1/2	51,282	53,062	54,853	56,958
7	52,374	54,204	56,029	58,176
7-1/2	53,505	55,378	57,251	59,442
8	54,633	56,553	58,476	60,712
8-1/2	55,749	57,728	59,702	61,981
9	56,868	58,899	60,926	63,251
9-1/2	58,030	60,098	62,161	64,539
10	59,193	61,299	63,401	65,825
10-1/2	60,365	62,499	64,638	67,118
11	61,532	63,704	65,878	68,411
11-1/2	62,540	64,728	66,919	69,499
12	63,544	65,748	67,956	70,585
12-1/2	64,545	66,528	68,901	71,614
13	65,555	67,305	69,842	72,642

2011-12

The salary schedule for the 2011-12 school year shall be increased by 1% over the 2010-11 salary schedule.

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.

LONGEVITY SCHEDULE

Longevity Years	2010-11 Amount	2011-12 Amount
14 – 19	\$1,148	\$1,160
20 – 25	\$2,297	\$2,320

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 Area Career Tech Center 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 Area Career Tech Center 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

APPENDIX D (continued)

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.