

AGREEMENT

BETWEEN THE

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

AND THE

**MUSKEGON AREA CAREER TECH CENTER
EDUCATION ASSOCIATION**

July 1, 2019 - June 30, 2021

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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 1 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

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

ARTICLE 2 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 3
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 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.

F. 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.

G. BOARD POLICIES and ADMINISTRATIVE GUIDELINES

MAISD Board Policies and Administrative Guidelines will be made available on-line via the district web site. Board policy updates will be communicated via Board Meeting minutes. Administrative guideline updates will be sent to the Association representative when they are established.

ARTICLE 4
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 5 **PAYROLL DEDUCTIONS**

A. **VOLUNTARY MEMBERSHIP DUES**

Each bargaining unit member may join the Association and pay union dues or decline to join the Association and decline to pay union dues.

B. **PAYROLL DEDUCTIONS**

The Board shall make payroll deductions after being furnished proper written authorization from the employees for insurance, 403b, 457b, bank or credit union and any other plans or programs approved by the Board.

ARTICLE 6 **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 7 **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**

1. **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.

2. **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.

3. Step Three – Superintendent

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

4. Step Four – Board

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

5. 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.

6. 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.

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.

7. 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.
8. No decision in any one case shall require a retroactive adjustment in any other case.
9. The arbitrator shall have no power to establish salary scales.
10. She/he shall not hear any grievance previously barred from the scope of the grievance procedure.
11. 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.

C. TIME LIMITS

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

D. DISCHARGE

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

E. REPRESENTATION

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 8 VACANCIES, PROMOTIONS, AND TRANSFERS

A. VACANCY

A vacancy is any newly created or open position that is authorized by the MAISD Board. Staff placement is within the sole authority of the Board.

Whenever a vacancy in any professional position occurs, notice thereof shall be given by posting. All such vacancies may be posted up to 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, performance evaluations, length of service, and all other relevant factors of all the applicants.

B. RESIGNATION

Professional and certified employees of the District are expected to provide at least 60 calendar days written notice of intent to resign. The Board may agree to an earlier release, providing arrangements for adequate staffing can be made.

Once the resignation has been tendered to the Superintendent and accepted, it is considered final. Professional staff who resign will be requested to complete an exit interview document (voluntary) which may be used in confidence by the District for its benefit and improvement.

C. **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 9
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 10
PAID LEAVES OF ABSENCE

PAID LEAVE: NUMBER OF DAYS AND CONDITIONS: At the beginning of each school year, each employee shall be credited with twelve (12) days for leave.

1. The employee will be provided use of eight (8) sick leave days and four (4) personal business days.
2. The number of days will be pro-rated if the employee works less than a full contract year.
3. Such days may be used in half day increments when the employee must be absent because of illness or disability to himself/herself, to care for an ill family member, or to conduct personal business, or to manage private affairs.

A. **SICK LEAVE DAYS may be used as follows:**

1. Employee Illness/Disability:
 - a) Notice of such illness or disability must be reported at the earliest possible time and when possible no later than 7:00 am. the morning of the absence through the AESOP system.

- b) The employee, when possible, will contact the building office on the third consecutive day of absence.
- c) If the employee is absent more than Three (3) consecutive days. A doctor's statement substantiating employee's illness or disability and the ability to resume his/her duties may be required. A leave of absence form shall be generated by the employee and the leave of absence process will commence.

2. **Illness/Disability in Immediate Family:**

- a) 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).
- b) Notice of such illness or disability of a family member must be reported at the earliest possible time and when possible no later than 7:00 a.m. the morning of the absence through the AESOP system.
- c) The employee, when possible, will contact the building office on the third consecutive day of absence.
- d) If the employee is absent more than three (3) consecutive days for a family illness or disability, a doctor's statement substantiating the illness or disability, and the ability of the employee to resume his/her duties may be required. A leave of absence form shall be generated by the employee and the leave of absence process will commence.

3. **Sick Leave Account:**

At the end of each fiscal year, all unused sick leave days (in units of one-half (½) day or more) will be transferred and added to an accumulated Sick Leave Account for each employee.

B. **PERSONAL BUSINESS DAYS** may be used as follows:

- 1. The parties agree that there may be personal conditions or circumstances which may require absenteeism for other reasons than heretofore mentioned and an employee, upon request and with approval the building principal, may use up to four (4) days with pay per year.
- 2. Both parties agree that such personal business time may not be accumulative.
- 3. An employee desiring to use such leave shall submit a request via AESOP at least one week in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible.
- 4. Personal Business time shall be used for those items that cannot be accomplished outside of the workday. Personal business time may be used under the following condition.
 - a. 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 may be granted at the supervisor's discretion but are not limited to: 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.
 - b. No more than two (2) consecutive personal business days will be allowed to be used at the same time.

- c. Personal business time may be used in half day (.5) increments.
- d. Unused personal business time in half day (.5) increments shall be placed in the employee's sick leave.

C. EXTENDED LEAVE

- 1. The Board of Education reserves the right to consider all sick leave requests extending beyond the limits set forth herein on the merits of each individual case. An employee who has exhausted the provisions of the Family Medical Leave Act (FMLA) and the accrual of leave days may request a of absence without pay or fringe benefits under the provisions of this section. Such leave of absence may be granted for the duration of illness or disability up to one (1) year, with the provision the leave may be extended, at the discretion of the Board, upon written request by the employee for one additional year, but in no case to the exceed a two-year period, including FMLA leave utilized.
- 2. An employee who is granted an extended 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. Failure to return from an extended 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.

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. 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 leave.

2. 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 leave.

3. 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 leave.

4. Exceptions

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

E. JURY DUTY

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

ARTICLE 11
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 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.
4. 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.

F. RETURNING FROM LEAVE

The following conditions shall apply:

- 1) All teachers who have attained tenure shall retain that status.
- 2) Accumulated individual sick bank time 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 when the leave started and is consistent with the current master agreement.
- 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) Acceptance of a full-time employment without approval of the Board terminates the leave.
- 6) 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 12
SENIORITY

A. 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. Paid leaves of absence and layoffs shall not be considered a break in continuous employment and seniority shall be granted during said leaves and layoffs except for voluntary unpaid. If two (2) or more employees are hired by the Board on the same day, seniority shall be determined by lot.

B. LIST

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

C. CERTIFIED

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

D. 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.

ARTICLE 13
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. TEACHING HOURS OF THE MAISD CTC PROGRAMS SHALL BE AS FOLLOWS:

- 1) Teachers shall be in their assigned places of duty no later than 7:30 a.m.
- 2) Teachers shall be free to leave no earlier than 3:15 P.M. Monday – Thursday and no earlier than 15 minutes after student dismissal on Fridays and days before a scheduled break, 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. PLANNING TIME

Teacher planning time will be from 10:35-11:35 which also incorporates lunch and 2:20 to 3:15 p.m. on non-meeting days.

D. MEETINGS and EVENTS

- 1) Building and Program Supervisors shall be free to schedule reasonable activities, such as, curriculum meetings, Professional Learning Community meetings, CIP Self review sessions, etc. following the dismissal of students.
- 2) No more than one mandatory meeting shall be called during any given work week.
- 3) The official monthly staff meetings may extend beyond the customary leaving time of teachers by up to one hour. These meetings will be planned on a specific week day and on the school master calendar prior to the start of the school year.

Attendance shall thereby become mandatory within the framework of the forty (40) hour week.

- 4) It is expected that a two-day notice will normally be given to staff members when activities are scheduled beyond their customary leaving time.
- 5) Teachers shall also be required to attend the following events that may fall outside the normal teaching day. These events include contact time and planning time:
 - a) Parent –Teacher Conferences: - not to exceed eight (8) hours schedule over two (2) days.
 - b) Open House – not to exceed four (4) hours
 - c) New Student Orientation - not to exceed four (4) hours

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.

E. SCHOOL CALENDAR

The school year shall consist of 185 teacher days in 2019-2020 and 184 days in 2020-2021. The calendar will be approved by the Board annually.

F. LUNCH PERIOD

All employees shall be entitled to a duty-free uninterrupted lunch period in conjunction with the mid-day planning. 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.

G. 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.

H. FLEX DAYS

CTC staff are permitted to use two calendar days as "flex" days for 2019-2020. The days must be approved in advance and shall be professional staff days. These days may not be "flexed" while students are in attendance. These days will no longer be in effect beginning August 21, 2020.

ARTICLE 14
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 15 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. 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.

E. 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.

F. 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.

G. TUITION REIMBURSEMENT

The Board will reimburse 75% of the cost of tuition for course(s) required in a professional employee's education program, or appropriate subject related his/her specialization or discipline with the following conditions:

1. Appropriate course work must be approved in advance and in writing by district administration.
2. No more than six (6) graduate credits or six (6) credits for license renewal in a two year fiscal period will be reimbursed. This allows the employee to take two courses in one year if necessary.
3. Claims for reimbursement will be submitted with expense report after successful completion of course. A copy of transcript showing course credit earned and evidence of receipt must accompany claim.
4. No reimbursement will be granted by the District if tuition and/or fees were covered by some other grant of fellowship.

5. The tax liability for any reimbursed tuition expense is the responsibility of the employee.

H. MENTOR TEACHERS

In accordance with Section 1526 of the School Code, teachers in their first three years of employment as a classroom teacher shall be assigned a mentor. The district will establish the qualifications and expectations for mentors and will, in most cases, choose mentors from CTCTA teachers interested in the position and meeting the qualifications. Mentor assignments are made on an annual basis, and all mentors will be notified in writing no later than October 1 (or February 1 in the case of a mid-year hire) of their new or continuing assignment for that year.

While the main role of the mentor is to provide new teachers with assistance, resources, and information, mentors may be asked by administration to provide an informal assessment of the mentee's progress and orientation to the position/district. Teachers assigned as mentors, and fulfilling the expectations of the position, will be paid per Appendix A Schedule B.

The mentor and mentee will meet no less than Ten (10) documented hours per school year. Five (5) hours for mid-year hires.

I. FINANCIAL GAIN

Bargaining unit members shall not sell, market or otherwise offer for additional financial gain, professional services or commercial materials or products during contracted work hours or with the use of district facilities, equipment, or materials. Refer to Board Policy 1130.

J. DIRECT CREDIT

Teaching Staff offering courses where direct credit is offered and utilized shall be compensated the Schedule B rate \$25 per hour for up to sixteen (16) hours of work. These hours will be provided to the building Principal at the end of the school year.

ARTICLE 16 INSURANCE

A. GROUP HOSPITAL-MEDICAL INSURANCE

The Medical Insurance Plan will be provided by the Board of Education. Employees shall be responsible for any costs exceeding Board limits per PA 152. Should a high deductible health plan with a health savings account be offered, the Board and the Association will determine if any deductible will be funded. This will be an addendum to the contract.

1. OPTION 1 - PPO Select Plan 100% Plan
\$500/\$1000 in-network deductible
\$10/\$40 RX prescription coverage
\$20 Office Visits
Urgent Care 100% after deductible
Emergency Room \$50 flat rate
2. OPTION 2 - PPO Select Plan 100% Plan

\$250/\$500 in-network deductible
\$10/\$40 RX prescription coverage
\$20 Office Visits
Urgent Care 100% after deductible
Emergency Room \$50 flat rate

3. OPTION 3 - Versatile 3 PPO Select 90% Plan
\$250/\$500 in-network deductible, 10% Co-Insurance
(\$1,000/\$2,000 max) and \$10/\$40 RX prescription coverage
\$20 Office Visits
Urgent Care 90% to 100% after deductible
Emergency Room \$50 flat rate
Employee pays 10% of major medical

B. IN-LIEU

Employees not electing health insurance, will receive a cash contribution of \$300 per month when employed and up to \$3600 per year. The employee must prove he/she has health care provided from another source

C. ANCILLARY BENEFITS

1. DENTAL - Dental coverage is Delta Dental of Michigan. Dental is paid by the MAISD, no cost to employee.
2. VISION - Vision coverage is VSP 2 Silver. Vision is paid by the MAISD, no cost to employee.
3. LIFE INSURANCE - National Insurance Services at \$35,000 with Accidental Death & Dismemberment, no cost to employee.

D. 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. Insurance coverage for current active employees shall begin on January 1 of each year and continue through December 31, of the same year assuming the employee is teaching at the beginning of the next school year.

When an employee fulfills the contracted work year, insurance benefits shall continue through August 31 of that year, unless retiring. If an employee resigns, retires, 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.

E. 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 will be in compliance with the Affordable Care Act

F. 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.

G. DISABILITY

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

ARTICLE 17
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. Handbook language will comply with all legal requirements. 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 permitted under the law to comply with the FOIA request, if requested by the teacher.

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.

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 18
TERM OF AGREEMENT

This agreement shall cover the period from July 1, 2019 through July 30, 2021. In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first mentioned above.

**MUSKEGON AREA CAREER TECHNICAL CENTER
EDUCATION ASSOCIATION**

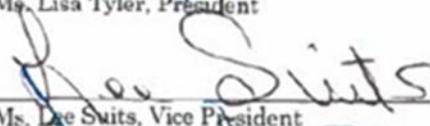


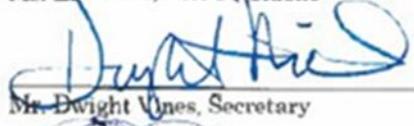
President


Bargaining Representative

MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT



Ms. Lisa Tyler, President


Ms. Lee Suits, Vice President


Mr. Dwight Vines, Secretary


Mr. Kevin Donovan, Treasurer


Ms. Mary Schaab, Trustee

APPENDIX A – SCHEDULE A 2019—
2021

**MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT
CAREER TECH CENTER BASE SALARY SCHEDULE**

The salary schedule for the 2019-2020 school year shall modified from the 2018-2019 salary schedule. The new scale will have twenty-two (22) Step increments and four (4) lanes available for all staff. The numbers may vary slightly due to MUNIS and the 4 digits after the decimal.

Ste	BA	BA +20	MA	MA +30
1	\$43,598.71	\$45,056.65	\$46,514.58	\$ 48,225.60
2	\$44,738.69	\$46,251.01	\$47,754.96	\$ 49,566.38
3	\$45,879.73	\$47,441.20	\$48,999.53	\$ 50,908.21
4	\$46,975.79	\$48,569.69	\$50,163.58	\$ 52,118.28
5	\$49,163.74	\$51,345.68	\$53,014.88	\$ 54,542.58
6	\$50,260.84	\$52,486.72	\$54,193.55	\$ 55,759.96
7	\$51,374.69	\$53,647.60	\$55,419.31	\$ 57,039.05
8	\$52,486.42	\$54,815.84	\$56,639.81	\$ 58,296.17
9	\$53,633.73	\$56,002.88	\$57,876.02	\$ 59,570.03
1	\$55,958.67	\$58,425.09	\$60,891.52	\$ 63,182.98
1	\$57,138.40	\$59,653.97	\$62,172.69	\$ 64,511.24
1	\$58,305.58	\$60,882.86	\$63,454.92	\$ 65,838.41
1	\$59,475.89	\$62,107.56	\$64,735.04	\$ 67,166.67
1	\$60,691.19	\$63,361.54	\$66,026.68	68,513.73
1	\$63,133.27	\$65,872.65	\$68,617.27	\$ 71,464.77
1	\$64,353.79	\$67,132.92	\$69,914.14	\$ 72,817.06
1	\$65,408.01	\$68,203.88	\$71,256.63	\$ 73,954.95
1	\$66,458.06	\$69,270.66	\$72,341.20	\$ 75,090.75
1	\$67,504.96	\$70,086.42	\$73,329.52	\$ 76,166.95
2	\$69,932.49	\$72,317.04	\$75,799.95	\$ 78,786.93
2	\$71,331.15	\$73,763.37	\$77,315.96	\$ 80,362.66
2	\$72,401.12	\$74,869.82	\$78,475.70	\$ 81,568.10

For the 2020-2021 School Year, CTC bargaining unit staff will receive a full step with a two percent (2%) increase to the 2019-2020 base salary.

Step	BA	BA +20	MA	MA +30
1	\$ 44,470.68	\$ 45,957.79	\$ 47,444.87	\$ 49,190.11
2	\$ 45,633.46	\$ 47,176.03	\$ 48,710.06	\$ 50,557.71
3	\$ 46,797.32	\$ 48,390.02	\$ 49,979.52	\$ 51,926.38
4	\$ 47,915.31	\$ 49,541.08	\$ 51,166.85	\$ 53,160.65
5	\$ 50,147.01	\$ 52,372.59	\$ 54,075.17	\$ 55,633.43
6	\$ 51,266.06	\$ 53,536.45	\$ 55,277.42	\$ 56,875.16
7	\$ 52,402.18	\$ 54,720.56	\$ 56,527.69	\$ 58,179.83
8	\$ 53,536.14	\$ 55,912.15	\$ 57,772.61	\$ 59,462.09
9	\$ 54,706.41	\$ 57,122.94	\$ 59,033.54	\$ 60,761.43
10	\$ 57,077.84	\$ 59,593.59	\$ 62,109.35	\$ 64,446.64
11	\$ 58,281.17	\$ 60,847.05	\$ 63,416.14	\$ 65,801.47
12	\$ 59,471.69	\$ 62,100.52	\$ 64,724.01	\$ 67,155.18
13	\$ 60,665.41	\$ 63,349.71	\$ 66,029.75	\$ 68,510.01
14	\$ 61,905.01	\$ 64,628.77	\$ 67,347.21	\$ 69,884.01
15	\$ 64,395.93	\$ 67,190.11	\$ 69,989.61	\$ 72,894.06
16	\$ 65,640.86	\$ 68,475.58	\$ 71,312.42	\$ 74,273.41
17	\$ 66,716.17	\$ 69,567.96	\$ 72,681.76	\$ 75,434.04
18	\$ 67,787.22	\$ 70,656.07	\$ 73,788.02	\$ 76,592.56
19	\$ 68,855.05	\$ 71,488.15	\$ 74,796.11	\$ 77,690.29
20	\$ 71,331.14	\$ 73,763.38	\$ 77,315.95	\$ 80,362.67
21	\$ 72,757.77	\$ 75,238.64	\$ 78,862.28	\$ 81,969.92
22	\$ 73,849.14	\$ 76,367.22	\$ 80,045.21	\$ 83,199.47

APPENDIX A – SCHEDULE B 2019—2021
MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT
CAREER TECH CENTER Extra Duty Payment Schedule

AREA	ACTIVITY	STIPEND	NOTES	SPECIFIC DUTIES/EXPLANATIONS
Student Club - CTSO	CTSO		Club participation: Considered supplemental pay.	Participation in club limited to 1 club per year per instructor.
Student Club	Club Coordinating Advisor	\$650	Must be officially recognized club (HOSA, SkillsUSA, or District Approved). 1 advisor per club and must be an instructor.	Coordinate paperwork on an officially recognized club. Examples: student registration, travel arrangements, supply orders, club correspondence.
Student Club	Local Competition	\$200	Must be formal competition held locally. 1 per year.	Job duty examples: Point of contact, student registration, meeting chair, records minutes, completes requisite paperwork, travel arrangements, posting of competition results, awards ceremony
Student Club	Regional Competition	\$300	Must have at least 3 schools competing. At least one school from outside county. Limited to 1 per year. (If this criteria is not available must present information as to why this is a regional competition.)	Job duty examples: Point of contact, student registration, meeting chair, records minutes, completes requisite paperwork, travel arrangements, posting of competition results, awards ceremony
Student Club	State Competition	\$600	Must have competed at qualifying event and have met requirements to qualify for state event. Limited to 1 per year.	Job duty examples: Point of contact, student registration, meeting chair, records minutes, completes requisite paperwork, travel arrangements, posting of competition results, awards ceremony
Student Club	National Competition	\$500	Students must have earned either 1 st or 2 nd place at state event. 1 per year.	Job duty examples: Point of contact, student registration, meeting chair, records minutes, completes requisite paperwork, travel arrangements, awards ceremony
Student Club	Additional competitions or formal event approved by administration that is a benefit to the club as a whole.	\$200	Formal scheduled event with another organization and requires posting of competition results. Competitions exceeding one day may be eligible for supplemental "Additional Competition" stipend. Significant portion of official competition must take place outside of the normal school day.	
Student Club	Hosting Regional Event	\$250	See qualifications for regional event above.	Must be a formal Competition
Student Club	Overnight	\$100	Paid per night for competitive events	Monitor students, supervise activities, and other duties as specified in club rules for competitions.
			NOTE: Local, regional, state and additional competition pay will not be paid for overlapping or coinciding events	
Mentor	Mentor	\$500	1 st year teacher	Duties detailed in mentor handbook
Mentor	Mentor	\$400	2 nd and 3 rd year teacher	Duties detailed in mentor handbook
Extra Pay	Extracurricular supplemental pay	\$25.00 / hr \$50.00 /hr	<i>Non-Instructional Activities</i> <i>Direct Instructional Activities with students</i>	
Direct College Credit		\$25 per hour up to 16hours	Staff, with approval, shall be compensated for up to 8 hours for students who receive Direct College Credit	

AREA	ACTIVITY	STIPEND	NOTES	SPECIFIC DUTIES/EXPLANATIONS
Attendance Incentive	Employee Attendance – Sick and Personal time	\$500 to \$100	Perfect Attendance (No Leave Used) \$500 .5 to one day \$400 One – Two Days \$300 Two – Three Days \$200 Three – Four Days \$100	Employees using four days or fewer of sick or personal shall be eligible to receive the attendance incentive. Paid the last pay of June. School related absences are not counted against the employee employee.
Merit Pay		\$200		Staff receiving an Effective or Highly Effective rating on their final summative evaluation will receive \$200 in June. Staff receiving a Minimally Effective or Ineffective rating on their final summative evaluation will not receive this incentive.

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 Steps	Amount 2019-20	Amount 2020-21
Step 23 – 26	\$1400	\$1500
Step 27 – 31	\$2600	\$2800
Step 32 and beyond	\$3000	\$3100

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

A. **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.

B. 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
5 Months through 12 Months	0 Step

C. SALARY STEPS FOR NEWLY HIRED EMPLOYEES

Employees hired on the July 1 or later shall be granted step advancement based upon the following schedule:

<u>Employee's Date of Hire</u>	<u>Work Experience Step Earned</u>
July 1 up to December 31	1 Step
After December 31	0 Step

APPENDIX D
RETIREMENT

Upon Retirement - Unused Sick Leave

Teachers who have completed five (5) years to (9) years with the Employer, who retire under the Michigan Public School Employees Retirement System shall, upon retirement, be paid \$75.00 per day for up to sixty-five (65) days of unused sick leave. These funds will be placed into a 403b or 457b of the employee's choice

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 of unused sick leave plus 1/5 of earned, but unused, sick leave over sixty-five (65) days, up to a total of 100 days. These funds will be placed into a 403b or 457b of the employee's choice