

AGREEMENT

BETWEEN THE

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

AND THE

MUSKEGON INTERMEDIATE EDUCATION ASSOCIATION

**(WESLEY SCHOOL, TRANSITION CAMPUS,
LAKESHORE LEARNING CENTER)**

July 1, 2019 - June 30, 2022

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MASTER AGREEMENT

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

ARTICLE 1 RECOGNITION

A. INCLUDED

1. Instructional Staff: Teachers
Special Education teachers having appropriate certification for the area of assignment who provide direct instructional and/or support services, as defined in the current Michigan Special Education Rules as amended.
2. Ancillary and Other Related Special Education Service Personnel: Non Teaching Professionals Special Education Diagnostic and Support Staff who provide evaluation and/or support to the instructional program, as defined in the current Michigan Special Education Rules as amended. This includes the following positions assigned to Wesley School:
 - a. Occupational Therapists
 - b. Physical Therapists
 - c. Speech Therapist: Non Teacher with CCC's only
 - d. School Social Worker(s)

B. EXCLUDED

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

C. NEW POSITION

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

ARTICLE 2 EFFECT OF AGREEMENT AND NEGOTIATION PROCEDURES

A. BARGAINABLE MATTERS

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

B. NOTICE

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

C. NEGOTIATION TEAMS

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

D. MUTUAL CONCERN

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

E. CONTRARY TO LAW

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

F. INDIVIDUAL CONTRACTS

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

G. COMMITTEES

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

ARTICLE 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. CAUSE

1. Employees not subject to the Tenure Act: *Non-Teaching Professionals*, shall not be reprimanded, disciplined, discharged, and reduced in rank without just cause.
2. Employees subject to the Michigan Teacher's Tenure Act: shall be reprimanded, disciplined, discharged, and reduced in rank for a reason that is not arbitrary or capricious.

G. ELECTION

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

H. MAISD Board Policies will be made available on-line through the district web site. Policy updates will be communicated via MAISD Board Meeting minutes.

ARTICLE 4 PAYROLL DEDUCTIONS

A. DEDUCTIONS

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

B. ERRORS

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

C. 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.

ARTICLE 5
BOARD RIGHTS

A. **AUTHORITY**

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

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

B. **BOARD POLICIES**

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

ARTICLE 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 without recourse to the grievance procedure.

ARTICLE 7
GRIEVANCE PROCEDURE

A. **DEFINITIONS**

1. Grievance

A grievance is a claim by an employee or by a group of employees that there has been an alleged violation of the expressed terms of this Agreement. Grievances affecting a group of employees involving policy decisions with respect to the interpretation of the contract or complaints affecting a group, rather than individual complaints, may be filed by the Association at Step Two of the grievance procedure. For the purpose of this article, “working days” are those days that Wesley School is in session.

B. PROCEDURE AND TIME LINES:

1. Step One – Verbal Complaint

The aggrieved employee shall begin the grievance procedure by informally discussing the complaint with the 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 – Written Grievance to Principal

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

3. Step Three - Superintendent

If the answer at Step Two is not satisfactory, the grievance and previous answers shall be forwarded to the Superintendent of Schools or designee within seven (7) working days of receipt of the Step Two answer. Within seven (7) working days of receipt of the grievance and answers, the Superintendent and/or designee shall meet with the aggrieved employee, the Union Field Representative and a Unit officer in an effort to resolve the grievance. If not resolved at such meeting, the Superintendent of Schools or **his** designee shall give a written answer to the grievance, in duplicate, within seven (7) working 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) working 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) working 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) working 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 only, and not an individual employee, shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken by written notice given to the other party within ten (10) working days from the date the Board's answer was given.

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

- a. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association; nor shall the arbitrator exercise responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties. The following matters shall not be the basis of any grievance filed under the grievance procedure.
 - 1) The termination of services or failure to reemploy any probationary teacher.
 - 2) The placing of a non-tenure teacher on an additional year of probation.
 - 3) The failure to reemploy any employee to a non-bargaining unit position.
 - 4) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - 5) Any matter involving non-teaching professional evaluation unless it is a claim of failure to follow established procedure.
- b. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the parties incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- c. No decision in any one case shall require a retroactive adjustment in any other case.
- d. The arbitrator shall have no power to establish salary scales.

C. TIME LIMITS

The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties. 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. Employees shall have the right to Union representation at all steps of the grievance procedure and at meetings with the Employer if such meeting can result in discipline to the employee.
- E. Any grievance involving the discharge of a non-teaching professional shall commence at Step Two of the grievance procedure.

ARTICLE 8

VACANCIES, PROMOTIONS, AND TRANSFERS

A. VACANCY (Definition):

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

1. If a vacancy is created by adding a new bargaining unit position it shall be posted on the website and in the main office. In filling vacancies, the Board may consider the experience, attainments, competency, qualifications and all other relevant factors of all the applicants, including length of service in the district for all Teachers and Non-Teaching Professionals.
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. RESIGNATION

Employees are requested to give notice within 90 days of the end of the school year or as much advance notice of resignation as possible to the Human Resources Department. Staff will maintain their contractual obligations to the Board.

C. TRANSFER

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

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 9 PROFESSIONAL CONFERENCES

A. PROFESSIONAL CONFERENCES

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

ARTICLE 10
PAID LEAVES OF ABSENCE

A. SICK DAYS AND CONDITIONS

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

Basic Year	8
Extended Year	9

2. Sick leave 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.
3. Sick leave days may be used as follows:
 1. Employee Illness/Disability. Notice of illness or disability must be given to the employee's immediate supervisor at the earliest possible time and when possible no later than 7:00 am. the morning of the absence through the AESOP system.
 2. Family Member Illness/Disability. Notice of illness or disability must be given to the employee's immediate supervisor at the earliest possible time and when possible no later than 7:00 am. the morning of the absence through the AESOP system.
 3. A doctor's statement substantiating the employee's or family members illness or disability and the ability to resume his/her duties may be required after three consecutive days of absence or as needed. The employee will contact the building office on the third consecutive day absence.
 4. In the event of a serious illness or disability of the employee shall utilize the Family Medical Leave Act (FMLA).
 5. 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 the accumulated "sick leave bank" for each employee.

B. PERSONAL BUSINESS AND CONDITIONS

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

Basic Year	4
Extended Year	5

2. Personal Business days may be used in half day increments when the employee must be absent due to personal business that cannot be taken care of before or after contracted hours.
3. It is understood that Personal Leave shall not be granted for the first or last day of the school year; nor the first working day preceding or following winter break, spring break

and summer break. (Exceptions may be granted at the supervisors discretion but are not limited to: the first or last day of the school year or the work day preceding or following a vacation period, 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.)

4. At the end of each fiscal year, all unused Personal Business leave days (in units of one-half (½) day or more) will be transferred and added to the accumulated “sick leave bank” for each employee.

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

D. WORKERS' COMPENSATION

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

E. 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. The Employee shall notify their supervisor of the specific bereavement need.

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 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

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.

F. JURY DUTY

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

G. INJURY DAYS

1. On July 1 of each school year, each bargaining unit employee shall be credited with four (4) injury days. Such days may be used only when an employee must be absent due to being injured on the job as a result of the behavior of or interaction with a student. Notice of such disability must be logged on the employee self-service portals. The employee shall immediately seek medical treatment from the designated work place medical provider and provide a doctor's statement substantiating the employee's disability and the ability to resume his/her duties. Unused injury days may accumulate up to seven (7) days. The four (4) injury days will be prorated for employees hired after July 1 of a school year.
2. An employee injured on the job, as the result of the behavior of or interaction with a student, who must be absent shall be compensated for up to seven (7) days per school year, as provided in Article 10, Section G.1, above, at his/her regular rate of pay for each such day utilized. However, should the employee be eligible for and receive Workers' Compensation benefits for any such day, the employer shall have the right to

reimbursement, by adjustment or withholding of pay, without the signed authorization of the employees, or any sums paid by the Employer pursuant to this paragraph. Upon reimbursement, by adjustment or withholding, the injury day will be reinstated to the employee.

H. SUMMER POSITIONS FOR BASIC YEAR EMPLOYEES

Basic Year Employees filling summer vacancies shall be credited with one (1) Sick day for working the summer session. If the employee does not miss a day in the summer session, they shall be credited one more Personal day at the end of the summer session.

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 the commence of leave; and in cases of child adoption, as early as possible.
3. Employees returning from a parental leave for a period which did not exceed one year shall be given his/her former position. Should the employee's parental leave exceed one (1) year, s/he shall be restored to his/her position or to a position of the like nature provided that the employee remains eligible for reinstatement under other rules and regulations of the Board of Education.
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 an 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.

F. RETURNING FROM LEAVE

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 and/or designee 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 loss of assignment as specified in this section.
5. Employees returning from an education/other leave for a period which did not exceed one (1) year may be given his/her former position. They will be placed in a position where they are certified and qualified should their existing position not be available. Should the employee's education/other leave exceed one (1) year, s/he may be restored to his/her position or to a position of the like nature provided that the employee remains eligible for reinstatement under other rules and regulations of the Board of Education such as evaluation criteria.
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 12

REDUCTION IN NON-TEACHING PROFESSIONAL PERSONNEL

A. LAYOFF

In the event it becomes necessary for any reason(s) to reduce the number of Non-Teaching Professional 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. When a reduction in the Non-Teaching Professional support services becomes necessary the administration shall determine position(s) to be considered for reduction based upon approved state ratios of support staff to number of students and program priorities. Subsequent to these determinations, a support staff person whose job is claimed or whose position is eliminated may claim a job of a less senior employee, provided s/he has the minimum qualifications to do the job. Full certification for a support staff position will have precedence over seniority.
3. If an individual employee is involuntarily transferred in order to effectuate the procedures outlined in Section above, said employee will be offered reinstatement to his or her original position as soon as practicable.
4. 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, if a Non-Teaching Professional, 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 Non-Teaching Professionals and Teachers. 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. If two (2) or more employees are hired on the same day, seniority shall be determined by lot.

D. LIST

The Board will provide the Association with a seniority list for Non-Teaching Professionals and Teachers 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 Non-Teaching Professional on layoff shall be eligible for recall in the order of most seniority provided the employee being recalled is qualified and certificated to be employed in the existing vacancy to be filled.

G. CERTIFIED

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

H. QUALIFIED

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

1. Requirements listed in the current Michigan Special Education Rules.
2. Any requirements by federal and/or state agencies which apply to the employment

discipline in which the employee is or is to be employed.

3. Any reasonable qualifications (special or additional) deemed desirable by the Board which would be specified in the job description and so posted.

I. HOME ADDRESS

Each Non-Teaching Professional, 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 Non-Teaching Professional 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 a Non-Teaching Professional 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 Non-Teaching Professional, the Board shall provide recall notification to laid off Non-Teaching Professional who is/are certificated and qualified to fill current vacancies.

M. RECALL LIST

Non-Teaching Professional who has been on continuous lay-off for twelve (12) months must notify the Board in writing by May of each school year of his/her desire to remain on the recall list for the coming school year. Such notice shall include the employee's current address, and at least one viable phone number for contacting the employee. In the event such notification does not occur, the employee shall be considered and processed as a termination of employment from the Board. For the Non-Teaching Professionals, recall eligibility shall be for two years.

ARTICLE 13 HOURS

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

A. THE TEACHING HOURS OF THE MAISD SPECIAL EDUCATION PROGRAMS SHALL BE AS FOLLOWS:

1. Teachers shall be in their classrooms or other assigned places of duty no later than 8:00 a.m. at the Wesley Campus and Lakeshore Learning Center and 7:45 a.m., at the Transition Campus
 2. Teachers shall be free to leave no earlier than 3:30 p.m. at the Wesley Campus and Lakeshore Learning Center and 3:15 p.m. at the Transition Campus unless permission is granted by the supervisor.
 3. Teachers shall be free to leave 15 minutes after the last bus on Fridays or the day before a Holiday/Break.
 4. The half-day schedule shall be 8:00 to 11:30 a.m. then 12:00 to 3:30 p.m. at the Wesley Campus and Lakeshore Learning Center and 7:45 to 11:15 a.m. then 11:45 a.m. to 3:15 p.m. at the Transition Campus.
- B. 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 one week notice will normally be given to staff members when activities are scheduled beyond their customary leaving time. The Board will set work schedules and make professional assignments which can reasonably be completed within such standard work week. Such minimum work week shall be subject to those modifications which may from time to time be necessary under special circumstances including, without limitations, situations created by lack of financing, teacher shortage, or other conditions beyond the control of the Board. In the event that adjustments are made for these reasons, it is understood that such adjustments are "temporary" and positive steps shall be taken by the Board to reestablish desired standards.
- C. LUNCH PERIOD
All employees shall be entitled to a 30 minute duty-free uninterrupted lunch period in accordance with the schedule of lunch periods in the particular program assigned. Exceptions to the above may be made whenever the uniqueness of the educational program requires that teachers be present with students during the lunch period. In such cases, equivalent time will be credited at the end of the school day.
- D. STUDENT SUPERVISION
While the classroom teacher is responsible for the overall learning of assigned students, ancillary or support personnel shall be expected to assume full responsibility for the students assigned to them. So that continuity in the instructional program is provided, the ancillary or support personnel shall be required to submit a schedule of activities to the building principal.
- E. LESSON PLANS
A copy of current lesson plans sufficiently comprehensive for a substitute teacher's use shall be available at all times. The classroom teacher shall have at all times a current recommended time schedule of activities and some means of identifying students such as seating charts, names on desks, etc.

ARTICLE 14

SCHOOL YEAR AND CALENDAR

A. BASIC SCHOOL YEAR

The employment calendar shall be established by the Board after discussion with the Association. The parties agree that the employment calendar shall be determined by the annual requirements of the State and in accordance with Michigan Special Education rules and waivers, including professional development days required by the Board.

For 2019-2020 and 2020-2021, the basic school year will be 187 staff days consisting of 182 student contact days and five (5) professional development days. For the school year 2021-2022, the basic school year will be 185 staff days consisting of 180 student contact days and five (5) professional development days. The school year shall be from late August till June.

B. EXTENDED SCHOOL YEAR

Programming for the severely multiply impaired and cognitively impaired (severe) students at Wesley School and specific programs at the Transition Campus, shall operate in accordance with current Michigan Special Education Rules and applicable waivers, and include professional development days required by the Board.

For the 2019-2020 and 2020-2021 the school year will be 205 staff days consisting of 200 student contact days and five (5) professional development days. For the school year 2021-2022, the school year will be 200 staff days consisting of 195 student contact days and five (5) professional development days.

C. SPECIAL PROGRAMS

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

D. INCLEMENT WEATHER DAYS

If school must be canceled due to inclement weather or loss of heat or electricity, the day may need to be rescheduled. Any day of pupil instruction that needs to be rescheduled by the Board to ensure that the minimum number of days are met in order to qualify for state aid or to meet mandated instructional time requirements imposed by the State Board of Education, shall not be a paid day of instruction.

ARTICLE 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 all prior teaching experience. Experience credit and step progression will be awarded based on the employee's starting date of employment while following the conditions outlined in Appendix C (see Appendix C).

C. AUTOMOBILE

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

D. MILITARY

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

E. PLACEMENT

Every employee shall be placed on the salary schedule.

F. PAYMENTS

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

G. DAMAGE CAUSED BY STUDENT

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

H. REIMBURSEMENT FOR CERTIFICATION FEES

The district will reimburse teachers and non-teaching professionals for the cost of certification renewal fees as provided below:

1. The employee must have worked for the district for 5 years to be eligible.
2. The district will reimburse the cost of the Standard, Professional or Advanced Teaching Certificate for teachers once every five (5) years starting July 1, 2015.
3. Non-teaching professionals will be reimbursed up to the current cost of the Professional Teaching Certificate during a five period starting July 1, 2015. Any costs beyond this are the employee's responsibility.
4. The employee is responsible to turn in their receipt from the MDE or other agency to the Human Resources Office for reimbursement from the district.

I. MENTOR TEACHER

If assigned by the district, mentor teachers shall be paid \$500 for each teacher being mentored. This payment shall be made in two equal installments in the last pay of December and the last pay of June each school year. The district may require Mentor Teachers to provide documentation and participate in a district meeting.

J. MERIT PAY

Staff rated effective or highly effective on their year-end evaluation will be provided \$200. This is be paid at the end of June.

ARTICLE 16 INSURANCE

A. GROUP HOSPITAL AND PRESCRIPTION INSURANCE

The Board will provide the annual Hard Cap amount allowed under PA 152 for Single, Dual, and Family for the medical and prescription until a successor agreement has been ratified. Employees shall be responsible for any costs exceeding the allowed Board limits. Such costs shall be deducted out of the first two paychecks each month.

B. ANCILLARY BENEFITS

For the length of this agreement, the Board will fully pay for:

1. DENTAL: Delta Dental Plan (80/80/80 \$1300)
2. VISION: VSP - 2 Silver
3. Life w/ AD&D: NIS (National) Negotiated Life at \$35,000 with AD&D
4. Long Term Disability: NIS (National). The Board will fund \$15 per month for each employee under this agreement.

C. CASH-IN-LIEU

For employees not electing health insurance, they will receive \$300 per month cash in lieu in accordance with the Affordable Care Act.

In addition, for those individuals, the Board will pay for the Dental, Vision and Life with AD&D and LTD coverage in the same manner as those individuals who are electing medical and prescription coverage:

D. SELECTION

The Association shall inform the Board of their medical and prescription insurance selections no later than October 1 of each year and those selections may be implemented on January 1 of the school year. The Association may select a “side by side” plan where some employees may have a choice between two insurance plan options. If the State of Michigan adopts a health care plan for school personnel, the Board has the option to join that plan.

E. SIGNED APPLICATION

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

F. 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 and in compliance with the Affordable Care Act. Any staff member under 30 hours per week on average will not qualify for health care as described in Section A. This provision applies only to Section A above or as allowed by the respective master insurance policy.

G. ENROLLMENT

Open enrollment shall be held each year in the month November for a January 1 effective date. Insurance and benefit options may only be changed during this open enrollment period unless an employee has a Qualifying Event as defined by the insurance plan. Employees hired after

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

H. PREMIUM PAYMENTS

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

I. 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 date of disability.

ARTICLE 17
NON-TEACHING PROFESSIONAL EMPLOYEE EVALUATION

Performance evaluations will follow Michigan Compiled Law 380.1249

A. OBSERVATION

An observation is a visit by the employee's building principal or other MAISD evaluator to the Non-Teaching Professional's workstation for the purpose of observing work performance and/or gathering pertinent information.

B. EVALUATION

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

C. PERFORMANCE

All monitoring or observation of the Non-Teaching Professional's job performance shall be conducted openly.

D. CONFERENCE

The initial observation will be preceded by a pre-observation conference between the employee's building principal and the employee. At this conference the Non-Teaching Professional'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 Non-Teaching Professional's building principal or other MAISD evaluator will prepare a written report of the observation and will review it with the employee.

F. FINAL EVALUATION

A final written evaluation of the job performance of each employee will be completed by the employee's building principal or other MAISD evaluator. The evaluation may contain relevant information from employee observations, employment records, student achievement and other appropriate sources. The evaluation will be reviewed by the employee's building principal or other MAISD evaluator and the employee. Upon completion of the review, both the employee's building principal or other MAISD evaluator and the employee shall sign the evaluation. A copy will be given to the employee and a copy is to be placed in the employee's official personnel file.

G. RECOMMENDATION

No later than June 1st of each year, an Non-Teaching Professional on probationary status shall receive his/her final written evaluation. Included with the evaluation will be the administration's recommendation as to whether the Non-Teaching Professional should be advanced to tenure status, offered additional probationary status, or denied employment for the ensuing year. A copy shall be provided to the Non-Teaching Professional

H. EVALUATION FORM

Each employee's evaluation will include a rating of Highly Effective, Effective, Minimally Effective, or Ineffective.

In the event Minimally Effective or Ineffective are checked, the areas of unsatisfactory employment performance will be identified by the employee's building supervisor, or other MAISD evaluator. If the employee disagrees with that segment of the evaluation, s/he may attach a written statement which shall at the employee's request be attached to the evaluation.

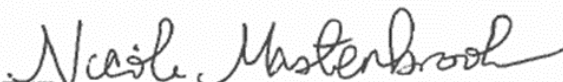
ARTICLE 18
TERM OF AGREEMENT

This Agreement shall cover the period from July 1, 2019 - June 30, 2022. In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above mentioned.

MUSKEGON INTERMEDIATE EDUCATION ASSOCIATION




President



Negotiations Representative

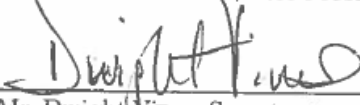
MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT




Ms. Lisa Tyler, President



Ms. Wanda Lee Suits, Vice President



Mr. Dwight Jones, Secretary



Mr. Kevin Donovan, Treasurer



Ms. Mary Schaab, Trustee

MAISD BASE SALARY SCHEDULE OFFICIAL

APPENDIX A
SALARY SCHEDULE

For the School years 2019-2020 and 2020-2021 each employee will advance one step and each column of the Salary Schedule shall be increased by one percent (1.0%) per year. The dollar amounts as determined by the above shall be rounded to the nearest dollar with multiples of fifty cents (\$0.50) rounded to nearest even dollar amount. (The MAISD Munis System calculates to the fourth digit after the decimal point, the ten-thousandths place.)

For school year 2021-2022 each employee will advance one step and each column of the Salary Schedule shall be increased by two percent (2.0%). Pay shall be determined on a daily rate for 185 Basic Year work days and 200 Extended Year work days. **These scales show a yearly salary calculated using a daily rate.**

2019-2020

	BA	BA	BA20	BA20	MA	MA	MA30	MA30
	187	205	187	205	187	205	187	205
1	41,882.00	45,913.42	43,041.72	47,184.77	44,204.57	48,459.56	45,737.06	50,139.56
	42,643.05	46,747.73	43,952.95	48,183.71	45,256.60	49,612.85	46,877.14	51,389.38
2	43,408.27	47,586.61	44,857.97	49,175.85	46,310.72	50,768.43	48,013.04	52,634.61
	44,542.13	48,829.61	46,046.67	50,478.97	47,546.06	52,122.69	49,349.86	54,100.12
3	45,678.06	50,074.88	47,232.31	51,778.74	48,782.43	53,478.06	50,684.57	55,563.30
	46,769.45	51,271.32	48,355.81	53,010.38	49,944.22	54,751.69	52,400.49	57,444.38
4	47,855.67	52,462.10	49,991.01	54,802.98	51,612.97	56,581.07	53,603.19	58,762.86
	48,947.06	53,658.55	51,126.40	56,047.66	52,786.08	57,867.09	54,814.06	60,090.28
5	50,039.48	54,856.11	52,260.74	57,291.19	53,959.22	59,153.16	56,023.89	61,416.57
	51,149.51	56,072.99	53,418.55	58,560.44	55,180.28	60,491.75	57,797.85	63,361.28
6	52,256.44	57,286.47	54,580.44	59,834.17	56,397.24	61,825.85	59,058.68	64,743.47
	53,396.50	58,536.27	55,762.75	61,130.28	57,627.49	63,174.52	60,327.70	66,134.64
7	54,535.54	59,784.95	56,951.17	62,433.10	59,361.65	65,075.61	61,596.70	67,525.79
	55,712.87	61,075.61	58,175.29	63,775.05	60,633.72	66,470.12	62,914.67	68,970.63
8	56,887.10	62,362.87	59,397.37	65,114.77	61,908.86	67,868.00	64,236.71	70,419.92
	58,049.94	63,637.64	60,619.45	66,454.48	63,186.01	69,268.09	65,557.75	71,868.12
9	59,214.86	64,914.69	61,839.48	67,791.94	64,461.14	70,665.96	66,881.84	73,319.66
	60,424.30	66,240.54	63,088.08	69,160.73	65,746.45	72,074.99	68,223.27	74,790.21
10	61,636.85	67,569.80	64,338.73	70,531.77	67,037.91	73,490.76	69,816.66	76,536.98
	62,855.60	68,905.87	65,588.36	71,901.68	68,324.25	74,900.91	71,162.18	78,012.01
11	64,070.22	70,237.41	66,843.08	73,277.17	69,618.77	76,320.04	72,510.75	79,490.39
	65,120.21	71,388.46	67,909.07	74,445.77	70,955.09	77,785.00	73,643.05	80,731.69
12	66,166.02	72,534.95	69,482.06	76,170.17	72,035.37	78,969.26	74,772.31	81,969.64
			70,293.06	77,059.23	73,018.77	80,047.31	75,845.44	83,146.07
13			71,103.01	77,947.15	73,999.08	81,121.99	76,916.56	84,320.29

2020-2021

	BA		BA20		MA		MA30	
	187	205	187	205	187	205	187	205
1	42,300.82	46,372.56	43,472.13	47,656.62	44,646.62	48,944.16	46,194.42	50,640.95
	43,069.48	47,215.21	44,392.47	48,665.54	45,709.16	50,108.97	47,345.91	51,903.27
2	43,842.36	48,062.48	45,306.55	49,667.61	46,773.82	51,276.12	48,493.16	53,160.95
	44,987.54	49,317.90	46,507.14	50,983.77	48,021.53	52,643.92	49,843.35	54,641.11
3	46,134.84	50,575.63	47,704.64	52,296.53	49,270.26	54,012.85	51,191.42	56,118.93
	47,237.14	51,784.03	48,839.37	53,540.49	50,443.66	55,299.20	52,924.50	58,018.83
4	48,334.23	52,986.72	50,490.92	55,351.00	52,129.11	57,146.89	54,139.23	59,350.49
	49,436.54	54,195.13	51,637.66	56,608.13	53,313.94	58,445.77	55,362.19	60,691.17
5	50,539.87	55,404.67	52,783.35	57,864.10	54,498.81	59,744.69	56,584.12	62,030.72
	51,661.01	56,633.73	53,952.74	59,146.05	55,732.08	61,096.66	58,375.83	63,994.89
6	52,779.01	57,859.34	55,126.23	60,432.50	56,961.21	62,444.11	59,649.26	65,390.90
	53,930.46	59,121.63	56,320.38	61,741.59	58,203.77	63,806.27	60,930.98	66,795.99
7	55,080.89	60,382.79	57,520.68	63,057.43	59,955.27	65,726.36	62,212.66	68,201.04
	56,270.00	61,686.37	58,757.05	64,412.80	61,240.05	67,134.81	63,543.82	69,660.33
8	57,455.97	62,986.50	59,991.34	65,765.91	62,527.94	68,546.67	64,879.07	71,124.11
	58,630.45	64,274.02	61,225.65	67,119.03	63,817.86	69,960.76	66,213.33	72,586.81
9	59,807.01	65,563.84	62,457.87	68,469.86	65,105.75	71,372.62	67,550.66	74,052.87
	61,028.53	66,902.94	63,718.96	69,852.34	66,403.92	72,795.75	68,905.50	75,538.11
10	62,253.22	68,245.50	64,982.13	71,237.09	67,708.29	74,225.66	70,514.82	77,302.34
	63,484.16	69,594.94	66,244.25	72,620.70	69,007.49	75,649.92	71,873.81	78,792.14
11	64,710.92	70,939.78	67,511.51	74,009.94	70,314.95	77,083.24	73,235.86	80,285.30
	65,771.42	72,102.35	68,588.16	75,190.23	71,664.65	78,562.85	74,379.47	81,539.00
12	66,827.69	73,260.30	70,176.87	76,931.87	72,755.73	79,758.96	75,520.02	82,789.33
			70,995.99	77,829.83	73,748.95	80,847.78	76,603.90	83,977.53
13			71,814.04	78,726.62	74,739.08	81,933.21	77,685.73	85,163.50

2021-2022

	BA		BA20		MA		MA30	
	185	200	185	200	185	200	185	200
1	42,685.38	46,146.36	43,867.33	47,424.14	45,052.50	48,705.40	46,614.38	50,393.92
	43,461.03	46,984.90	44,796.05	48,428.16	46,124.70	49,864.54	47,776.32	51,650.08
2	44,240.92	47,828.02	45,718.42	49,425.32	47,199.03	51,025.98	48,934.00	52,901.62
	45,396.52	49,077.32	46,929.93	50,735.06	48,458.09	52,387.12	50,296.47	54,374.56
3	46,554.25	50,328.92	48,138.31	52,041.42	49,718.16	53,749.36	51,656.79	55,845.18
	47,666.56	51,531.42	49,283.37	53,279.32	50,902.23	55,029.44	53,405.63	57,735.82
4	48,773.62	52,728.24	50,949.93	55,081.00	52,603.01	56,868.12	54,631.41	59,060.98
	49,885.95	53,930.76	52,107.08	56,331.98	53,798.61	58,160.66	55,865.49	60,395.12
5	50,999.32	55,134.40	53,263.20	57,581.84	54,994.27	59,453.26	57,098.53	61,728.14
	52,130.65	56,357.46	54,443.21	58,857.52	56,238.74	60,798.64	58,906.52	63,682.72
6	53,258.82	57,577.10	55,627.39	60,137.72	57,479.04	62,139.50	60,191.53	65,071.92
	54,420.75	58,833.24	56,832.39	61,440.42	58,732.89	63,495.02	61,484.90	66,470.16
7	55,581.62	60,088.24	58,043.58	62,749.82	60,500.31	65,405.74	62,778.23	67,868.36
	56,781.55	61,385.46	59,291.21	64,098.60	61,796.77	66,807.32	64,121.48	69,320.52
8	57,978.30	62,679.24	60,536.72	65,445.10	63,096.38	68,212.30	65,468.87	70,777.16
	59,163.44	63,960.48	61,782.25	66,791.62	64,398.02	69,619.48	66,815.27	72,232.72
9	60,350.72	65,244.02	63,025.67	68,135.86	65,697.63	71,024.46	68,164.77	73,691.64
	61,583.34	66,576.58	64,298.23	69,511.60	67,007.59	72,440.64	69,531.92	75,169.64
10	62,819.16	67,912.60	65,572.88	70,889.60	68,323.81	73,863.58	71,155.87	76,925.26
	64,061.30	69,255.46	66,846.46	72,266.44	69,634.83	75,280.90	72,527.20	78,407.78
11	65,299.21	70,593.74	68,125.25	73,648.92	70,954.18	76,707.22	73,901.64	79,893.66
	66,369.34	71,750.64	69,211.68	74,823.44	72,316.15	78,179.62	75,055.65	81,141.24
12	67,435.20	72,902.92	70,814.84	76,556.58	73,417.16	79,369.90	76,206.57	82,385.48
			71,641.42	77,450.18	74,419.40	80,453.40	77,300.29	83,567.88
13			72,466.89	78,342.58	75,418.52	81,533.54	78,391.96	84,748.06

APPENDIX B
LONGEVITY PAY

Longevity pay is merely an extension of the current salary schedule. The schedule below explains the method of computing longevity pay in the Muskegon Area Intermediate School District for the term of this Agreement and shall be subject to approval as provided in Article 16, Section G, of this contract. For 2019-2020 Increase the longevity scale by 1%, 2020-2021 Increase the longevity scale by 1%, 2021-2022 Increase the longevity scale by 2%.

LONGEVITY SCHEDULE

STEP	2019-2020	2020-2021	2021-2022
14 – 19	\$1,208.97	\$1,221.06	*\$1,245.48
20 – 25	\$2,045.25	\$2,065.70	*\$2,107.02
26 - 31	\$2,550.25	\$2,575.75	*\$2,627.27
32 – 37	\$3,206.75	\$3,238.82	*\$3,303.59

* Beginning 2021-2022, longevity will be based on a daily rate (i.e. for step 14-19, $\$1,245.48/185 = \$6.73/\text{day}$). Basic Year employees will be paid compensated longevity based on daily rate for 185 days. Extended Year employees will be paid compensated longevity based on daily rate for 200 days.

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

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

APPENDIX C
CREDIT FOR EXPERIENCE AND STEP PROGRESSION

1. **EXPERIENCE CREDIT AND WAGE PROGRESSION**

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

2. **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

3. **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 teachers who have completed ten (10) years or more of employment with the Employer, who retire under the Michigan Public School Employees Retirement System shall, upon retirement, be paid \$150.00 per day for up to sixty-five (65) days plus 1/5 of earned, but unused, leave over sixty-five (65) days, up to a total of 100 days. Funds will be placed into the employee's 403b.