

MASTER AGREEMENT

BETWEEN

MONTCALM AREA INTERMEDIATE SCHOOL
DISTRICT BOARD OF EDUCATION

AND

THE MONTCALM AREA INTERMEDIATE SCHOOL
DISTRICT EDUCATION ASSOCIATION

2019-2020

2020-2021

2021-2022

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MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION
AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

ARTICLE I
RECOGNITION

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

Occupational Therapists
Personnel on Tenure
School Social Workers
Speech and Language Therapists
Instructional Behavior Coaches
Early On Service Coordinator

Physical Therapists
School Psychologists
Teacher-Consultants
Special Education Teachers
Career & Technical Education Instructors

Excluded are:

Technicians of Computer Service
Hearing Impaired Interpreters
Therapy Assistants
Para-Educators
Office and Clerical Employees
All Others

Transportation Employees
Curriculum Specialist
School Nurse
Early College Instructors
Supervisory & other Administrative Personnel

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

ARTICLE II
EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
 - B. The Association and its members shall have the right to use the Intermediate District facilities mutually agreeable to the Superintendent and the Association at all reasonable hours for meetings. Any additional costs incurred through such use shall be paid for by the Association.
 - C. Upon reasonable request from the Association the District shall make available to the Association existing information concerning the financial condition of the school district, including annual financial statement, adopted budget and other available and pertinent information relevant to negotiations or the processing of a grievance.
 - D. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws and State and Federal Statutes. The rights granted to employees hereunder shall be deemed to be those specifically provided for in Article II.
 - E. Nothing herein shall require any employee to be a member of, or participate in the activities of, any organization.
- NOTE:** F. will only apply to employees who are not defined as “teachers” under the Teacher Tenure Act. MCL 38.71.
- F. Upon completion of the probationary periods no employees shall be disciplined, demoted or discharged without just cause.
 - G. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, political activities, color, national origin, age, sex, handicap or marital status.

ARTICLE II – EMPLOYEE RIGHTS (Continued)

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

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

ARTICLE III
BOARD RIGHTS

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

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

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

ARTICLE IV
WORKING CONDITIONS

A. Qualifications for Employment

1. Each employee must hold a valid Michigan Teacher's Certificate and/or meet the requirements of the Michigan Department of Education for approval to perform the functions under his/her contract. It shall be the responsibility of the employee to provide evidence of such certification and approval.
2. The Board will seek qualified staff with appropriate Michigan Teacher's Certification. Staff members on annual authorization may be replaced if they do not follow the specific guidelines of certification in Michigan. Teachers with emergency/temporary permits or approvals will take the necessary coursework to maintain those approvals toward certification and any state and/or Federal laws.
3. Each employee shall possess and maintain sufficient good health (physical and mental) to perform adequately his/her respective duties. The Superintendent may at any time request written evidence of good health from appropriate medical authorities. Cost of such an examination when requested by the Superintendent shall be borne by the school district, and not subtracted from sick leave. Each person prior to entering the employment of the Montcalm Area Intermediate Board of Education may be required to have a physical examination, or may be required to provide the Superintendent with other evidence of good health acceptable to him/her.
4. Employees who are not covered by the Tenure Act hired after 07/19/11 (e.g. School Psychologists, Social Workers) upon commencement of employment, will be required to serve a probationary period for their first five (5) years of employment with the Board. Annually authorized employees shall be required to serve only one (1) probationary period as defined above.
5. All annual authorization personnel will be on an individual contract, which expires each year as required by the Michigan Department of Education
6. Staff members on Annual Vocational Authorization may be replaced if requirements for authorization are not met.
7. The administration will allow the MAISD Education Association to hold a 30-45 minute meeting on the first day of work in the fall. This meeting will be held on employee time and the work day will be extended to make up for any lost work time.

ARTICLE IV – WORKING CONDITIONS (Continued)

B. Duties and Responsibilities

1. Work Day

- a. The workweek will consist of a minimum of 35 hours, not including lunch. The workweek will generally not exceed 39.5 hours, not including lunch, on a regular basis. A regular basis is defined as four consecutive weeks. The general work schedule will be approved by the program supervisor and the department head or superintendent. The general work schedules shall be reviewed by staff and supervisors within the first month of school and/or when changes in transportation or when local district schedules and days/hours changes necessitate. Any deviation from the general work schedule to attend special meetings or conferences or out-of-the county meetings (trips) must be approved by the Director or the Superintendent.
 - b. The Board reserves the right to make arrangements with an individual staff member for extended contract work days that are mutually agreed upon.
 - c. More hours or evening work are often expected when it is necessary to improve or further the efficiency of the educational program.
 - d. Some staff may be scheduled at the beginning of the school year to work hours other than those of their assigned building. This consistent schedule of non-traditional hours will be set by the supervisor in conjunction with the employee. Changes during the school year will be made in writing, with prior agreement of both the employee and the supervisor. This flexibility is to allow staff to meet with students and/or families outside of the regular school day when it is the only way student needs can be addressed.
 - e. A mutually agreeable planning time of a minimum of 30 minutes per day shall be provided to all staff. The supervisor shall provide a written, objective explanation of expectations for lesson/service planning by October 1st of each school year. Administration will establish a workgroup and establish a meeting date prior to September 15, 2019 to review and discuss expectations for lessons/service planning.
2. Employees will be punctual and accurate in all records.
 3. Clerical services, office materials, and supplies shall be available to the Association upon reasonable payment when obtained from the Intermediate Office.

ARTICLE IV – WORKING CONDITIONS (Continued)

4. Administration will notify the Union Board President via e-mail within five (5) business days of occurrences involving new hires, terminations and layoffs.

C. Employee Travel

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

1. A monthly travel report of mileage record and places of visitation is required. Authorized meals and lodging outside of the school district will be reimbursed. The travel report will be accepted for reimbursement no later than the month after the expenses were incurred.
 - a. Employees are expected to follow their individual assigned school calendar for student instructional days only. If the district to which they are assigned is closed due to inclement weather, the employee will not be expected to report to work.
 - b. Specific procedures for reporting on days when Intermediate School District employees are scheduled in constituent school districts that are closed due to inclement weather will be outlined in administrative rules and made part of staff meeting minutes.
 - c. In the event the Board is required by law to make-up lost instructional day(s), such day(s) will be made-up at no added salary cost to the Board.

D. Calendar

The specific work hours and start and end times for employees shall be primarily determined by the nature and demands of the position to which the employee is assigned. Flexibility to accommodate varied work schedules and the needs of the constituent school districts may be granted under the supervision of the superintendent/designee.

Annual district calendars for employees assigned to specific programs shall adhere to the MAISD Common Calendar Guidelines and consist of 186 workdays.

Calendars for employees assigned to local district or serving in center based programs located in local district will follow the local district calendar as closely as possible, but shall include 186 workdays.

ARTICLE IV – WORKING CONDITIONS (Continued)

Ancillary staff who provide services to local districts shall submit an individual annual calendar based on the approved ISD calendar for approval by their supervisor and associate superintendent. The calendar shall include 186 workdays.

Every effort will be made to develop a mutually agreed upon work calendar. To better serve constituent districts, the ISD may implement a balanced school calendar for any or all programs.

ARTICLE V
LEAVES OF ABSENCE

A. Sick Leave

1. Full-time employees shall be entitled to sick and injury leave with pay and benefits to a total of eleven (11) days per year, and will accumulate unused sick leave to a maximum of one hundred thirty (130) days. Sick leave shall be calculated on an eight (8) hour day.
2. All sick leave used shall be substantiated by a written physician's statement upon request, or by such other evidence as the appointing authority may require. Falsification of such evidence will be cause for disciplinary action. An employee before returning to his/her duties from an illness of over three (3) working days may be asked for a statement as to the cause of illness from his/her physician. Such a statement shall be submitted to the Administration.
3. Use of sick leave will be allowed for absences due to personal illness or disability, pregnancy and childbirth related disability, and illness in the family.
4. Any employee whose personal illness extends beyond the time compensated, upon recovery from such illness, shall be assigned to the same position, if available, or the first open position for which the person is qualified.
5. Any employee absent from work for more than ninety-five (95) days per school year due to disabilities, childcare leaves, etc., will not be given credit for the school year as it applies to advancement on the salary schedule.
6. Any member under this contract may contribute from his/her accumulated sick days up to two (2) days per year to another member who has exhausted all his/her accumulated sick days. The total number of days contributed shall not exceed the number of days needed to go to LTD. The bank will exist only for the individual employee's duration of illness and there shall be no accumulated sick day bank. The association officers shall determine the need and post a list for members to contribute sick days. The association will then forward the list to the Superintendent for proper distribution of the sick days. Days voluntarily donated will not be returned or transferred if unused.

ARTICLE V – LEAVES OF ABSENCE (Continued)

B. Bereavement

1. An employee will be granted up to four (4) bereavement days in the event of a death. An additional four (4) days of bereavement leave can be used from accumulated sick leave in the event of a death. A maximum of eight (8) days per school year will be allowed. Bereavement shall be calculated on an eight (8) hour day.
2. One additional day of bereavement leave may be allowed at the discretion of the Superintendent, which will be deducted from accumulated sick leave.
3. In the event of an absence using bereavement leave to attend a funeral, the employee must provide the relationship of the person and prior notification to the Administration. The Administration may require proof of attendance.
4. This bereavement procedure will be reviewed annually by both parties and expires by its terms at the expiration date of this agreement without regard to extensions unless by mutual agreement of the parties.

C. Maternity/Parenting Leave

1. Leaves of absence for the purpose of childbirth will be handled the same as any other disability leave.
2. In order to provide for continuity within the classroom or service to the district, the employee is requested to notify the Superintendent's Office in writing not less than four (4) months prior to the expected date of birth so that necessary arrangements can be made to procure the employee's replacement.
3. The leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned. The employee shall specify in her request an approximate termination date in accordance with the anticipated date of delivery.
4. The employee may be required to furnish medical certification of her continued ability to perform her duties as often as the Board of Education may, in its discretion, request, but not more than bi-weekly.

ARTICLE V – LEAVES OF ABSENCE (Continued)

5. In a case of a dispute as to whether an employee, under the provisions of this article, is able to adequately perform the duties to which she is regularly assigned, the employee shall be entitled to a private hearing before the Board.
6. Parental Childcare. Employees (female and male) may request parental leave in accordance with the provisions of the Family Medical Leave Act. By mutual consent of the employee and the Board, the leave may be extended to the end of the school year in which the leave commenced or may be extended up to one (1) calendar year from the date of childbirth.
7. If the leave terminates within one month prior to the end of the semester, the employee may be assigned another position for which the employee is qualified until the beginning of the next semester, when the employee shall be reinstated to his/her former position, or in the discretion of the Board, shall not be reinstated until commencement of the next semester.
8. The Board agrees to provide health insurance benefits in accordance with Article XIII, Section C of the Master Agreement during child care leave. The employee shall reimburse the Board for the cost of the above stated insurance coverage unless the employee qualifies under the Family Medical Leave Act. The coverage shall be provided for the duration of the childcare leave.
9. The Board agrees to make health insurance benefits available in accordance with Article XIII, Section C of the Master Agreement for the duration of the child care leave. The employee shall pay the full cost of this continued coverage unless the employee qualifies under the Family Medical Leave Act. The full premium (of the employee's premium co-share if on FMLA Leave) shall be paid by the 25TH of the month preceding the month of coverage.

D. Jury Duty – Legal Matters

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

ARTICLE V – LEAVES OF ABSENCE (Continued)

E. Personal Business Leave

1. Two (2) days per year, may be used for personal business, which cannot be conducted outside of the regular school day. Unused personal business days will revert into employees sick leave bank the following school year.

Personal business leave days will not be allowed for: Days preceding or following holidays, or vacations (Exceptions: Emergencies or situations not intended to extend holidays or vacations). Personnel business days shall be scheduled at a time when this will not interfere with or hamper normal operations of the Intermediate School District. Personnel business days are to be arranged with and approved by the Department Supervisors.

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

F. Special Leave for Association Business

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

ARTICLE V – LEAVES OF ABSENCE (Continued)

G. Professional Leave

1. Full-time employees covered by this agreement may be allowed to attend authorized conferences and/or conventions that align with the district strategic plan, school improvement plans, staff needs, or program needs. Professional development must be reviewed and approved by both the supervisor and Associate Superintendent. Expenses covered are defined and include hotel/motel fees, mileage, parking fees, and IRS reimbursable meals.
2. Bargaining unit members that take classes or training that results in an additional certification, endorsement or degree may be eligible for reimbursement of such costs provided the following conditions are met:
 - A. The college classes or trainings are pre-approved by the immediate supervisor and superintendent.
 - B. The college classes or trainings will benefit the employee in their current or future role with MAISD as determined by administration.
 - C. Once approved, the employee must provide written verification of completion and/or receipt of at least a 3.0 grade in the class.
 - D. Reimbursement for all bargaining unit members combined under this provision shall not exceed \$25,000 in any given fiscal year. If all reimbursement requests exceed this number then they will be pro-rated based on a percentage of total costs applied to the \$25,000 cap.
 - E. Request received and approved by May 15 for classes that begin within the current fiscal year will be included in the cap calculation for that year.

H. Association Leave Day

1. The Board shall grant two (2) days release time per year, non-accumulative for an employee designated by the Association to attend a function of the MEA/NEA. Requests for the use of such time shall be submitted to the Superintendent at least five (5) work days in advance of the requested leave date.

ARTICLE V – LEAVES OF ABSENCE (Continued)

I. Family and Medical Leave Act

1. In accordance with the specific requirements and definitions of the Family and Medical Leave Act of 1993, a leave of up to twelve (12) work weeks unpaid is available once every twelve (12) months for any employee who has worked for the District for over one year and at least 1250 hours in the last twelve (12) month period, for:
 - a. the birth or care of the employee's child;
 - b. adoption or foster care of the employee's child;
 - c. care for the employee's spouse, child or parent with a serious health condition;
 - d. where the employee is unable to perform his/her job functions due to the employee's serious health condition.
2. Spouses who both work for the District are entitled to a combined twelve (12) work weeks unpaid leave under this policy for any reasons stated in 1 (a), (b), or (c) above. In all other instances, each employee will receive up to twelve work weeks of unpaid leave.
3. An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a “single 12-month period” to care for the service member.
4. Where possible, any employee requesting leave under this policy will give the District thirty (30) calendar days notice of the date the leave will begin.
5. The District may require a medical certification for any leave requested under 1(c) and (d) above and may require a second medical opinion regarding the need for the leave at its expense. If there is a dispute between medical opinions, Section 103, Paragraph C of the Family Medical Leave Act provides for a third opinion from a mutually selected health care provider.
6. An employee may take a reduced or intermittent leave when necessary for medical treatment of a serious health condition of the employee or to care for the employee's spouse, child or parent with a serious health condition. The district may permit any employee to take a reduced or intermittent leave for any leave requested for 1(a) and 1(b) above.
7. Any leave granted under this policy is a part of any other leave to which the employee may be entitled under the collective bargaining agreement. Any employee requesting a leave under 1(a)-(c) above must use personal business leave as part of the twelve (12) work week’s unpaid

ARTICLE V – LEAVES OF ABSENCE (Continued)

leave. Any employee requesting leave under 1(d) above must use 80% of their accrued sick leave as part of the twelve (12) work week's unpaid leave.

8. The District will continue the employee's group health care benefits during the twelve (12) work week's unpaid leave.
9. The District will restore the employee to his/her former position or to an equivalent position after the leave.
10. No employee on a leave under this policy will accrue any other benefits during the leave.

J. Leaves without Pay or Fringe Benefits

Any employee requesting and having approved unpaid leave for any reason not covered under the Medical Leave Provisions of Article VIII, Section E, under the Family Medical Leave Act or unpaid snow day provisions, will reimburse the District for all fringe benefits including health insurance Plan A or Plan B, or Annuity options beginning on the fourth (4th) consecutive and/or nonconsecutive day taken as unpaid leave in any school year. It is expressly understood that the employee will reimburse the District on the fourth (4th) day of leave and will reimburse the District for the cost of insurance for the first three days also. After the 3rd unpaid day, employee will be subject to discipline.

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

- K. The Association and the Board jointly recognize that abuse of alcoholism and/or other drug addiction is a treatable illness. Staff who are so diagnosed shall receive the same consideration, benefits, and opportunity for treatment, which is extended, to staff with other leave provisions.

ARTICLE VI
REDUCTION AND RECALL OF TEACHERS

The term “teaching staff” means a certificated individual employed and recognized as an exclusive bargaining representative identified in article one (1).

In making program and staffing decisions, the Board of Education shall determine the size of the teaching staff in response to curricular, fiscal and other operating conditions and retains the exclusive right to do so. To the extent that such determinations involve the requirements of Section 1248 of the Revised School Code, MCL 380.1248, Board Policy shall guide the implementation of that statute.

Employees with experience in the district as a teacher-coordinator prior to July 1, 1983, shall be given seniority credit for such services.

In the event that more than one employee has the same starting date of employment, the order of seniority shall be determined by the date on the hire letter. In the event that two or more employees have the same hire letter date, the last four (4) digits of the employee’s social security number will be used in determining order of seniority. The highest ascending four (4) digit number will determine the most senior employee.

ARTICLE VII
EMPLOYEE EVALUATION

This article will apply to employees who are defined as “teachers” under MCL 38.71 as well as school psychologists, social workers, occupational therapists, physical therapists, teacher consultants, speech language pathologists, and instructional/behavioral coaches as well as any other employees referenced in ARTICLE I.

A. Teachers

1. Evaluation for probationary as well as non-probationary teachers shall be conducted in accordance with Public Act 173 using one of the four (4) state approved evaluation tools as chosen by the district.
2. An employee shall have the right to attach written comments to his or her evaluation within thirty (30) days following the receipt of the evaluation.

B. Other Professional Staff

1. Evaluation for non-teaching staff identified in Article 1 shall be conducted using a version of district chosen evaluation tool that has been created to better reflect the particular duties of the specific position. The following positions are subject to this section: Occupational Therapist, School Social Workers, Speech-Language Pathologist, Instructional/Behavioral Coaches, Early On Service Coordinator, Physical Therapist, School Psychologist and Teacher Consultants.
2. An employee shall have the right to attached written comment to his or her evaluation with thirty (30) days following the receipt of the evaluation.

Administration will establish a workgroup and establish a meeting date prior to September 15, 2019 to review and discuss evaluations for other professional staff.

ARTICLE VIII
VACANCIES

A. Posting Positions

When a vacancy in a professional position within the district occurs, the Board agrees to post notice of the vacancy in a conspicuous place in appropriate buildings and to provide a copy of the notice to the Association President five (5) work days prior to filling the vacancy. The Board agrees to email such notices to the members of the Association as well. The Board agrees to review the applications of any employees applying within the five (5) work days prior to awarding the position. The Board retains the right to fill vacancies at its discretion.

B. Summer Employment

Any MEA bargaining unit member can express an interest in employment outside of the regular school calendar in writing not later than April 15 each year. Assignments to summer positions shall be made on the basis of qualifications and seniority. Known assignments will be communicated to employees as positions or needs are identified.

ARTICLE IX
RETIREMENT PAY

- A. When a staff member retires from the district in accordance with the Michigan School Employees' Retirement System and has completed at least ten (10) years service in the Montcalm Area Intermediate School District, he/she shall be entitled to retirement pay as follows:
 - 1. Ten (10) to nineteen (19) years of continuous (uninterrupted) service in this system equals one-third (1/3) of his/her unused sick leave.
 - 2. Twenty (20) or more years of continuous (uninterrupted) service in this system equals one-half (1/2) of his/her unused sick leave.

- B. The Daily rate for the sick leave pay-out shall be computed on an average of the employee's highest year's base pay divided by the average number of work days for that school year.
 - A. The maximum sick leave accumulation allowed for retirement pay will be 120 days (e.g., 10-19 years = 40 days of paid sick leave; 20+ years = 60 days of paid sick leave).
 - B. In an effort to better plan for upcoming school years, the District will pay to any ORS retirement eligible member \$1,000 for notifying the district (Human Resources) in writing prior to April 1st of their intent to retire at the end of current school year. Payment will be made within two months following the effective retirement date.

- C. The District will establish a "Special Pay Plan" as authorized under Section 401(a) of the Internal Revenue Code for purposes of providing eligible employees the maximum tax advantage on all employment separation payments. All separation payments will be made under this plan and to a single vendor.

ARTICLE X
PROTECTION OF EMPLOYEES

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

B. Medical Care for Employees Injured During Working Hours.

Any Montcalm Area Intermediate District employee who is injured from activity arising out of and in the course of employment and requires medical attention shall notify their immediate supervisor and call the Central Office for authorization to treat or in the case of an emergency, go to the nearest emergency room. It is the responsibility of the employee to fill out the Michigan Workmen's Compensation Law forms provided at the Office of the Montcalm Area Intermediate School District.

C. Disability Payment.

In case of work incapacitating injury or illness for which an employee is, or may be eligible for work disability benefits under the Michigan Worker's Compensation Law, such employee shall be allowed salary payment, which, with his/her work disability benefit, equals his/her regular salary or wage. Board paid insurance premiums and other board paid benefits for individuals receiving worker's compensation benefits will be limited to not exceed one year commencing with the beginning of the 2001-2002 school year.

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

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

D. 1. Itinerant Staff:

An employee who feels that existing facilities are inadequate may file a written statement with the appropriate Director specifically outlining needed improvements. At the next regular meeting following the written notice, the Board will appoint a committee consisting of the Director, a representative of the Board, and an administrator in the local district involved to consider the written statement and recommend immediate action for improvement.

ARTICLE X – PROTECTION OF EMPLOYEES (Continued)

2. Classroom Staff:

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

E. Contracts

1. All employees are hired through a written contract, which shall specify the work year.
2. Annual Contract for Probationary employees. An annual contract shall bind the employee and the Board only to the year as defined in the contract.
3. Contracts or above-mentioned memorandums of employment shall be returned promptly. Provisions of the Michigan Tenure Act apply.
4. The individual contract, executed between each employee and the employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this Agreement takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Agreement.
5. Student assaults on employees properly acting in the line of assigned duties shall be immediately reported to the employee's supervisor. Where such an assault causes damages to an employee's personal property, the District shall consider an equitable financial reimbursement to be paid towards the repair or replacement of damaged items. Such consideration shall be given on an individual case basis and it is expressly understood that should the damage be compensable through another source (i.e., insurance) that the District shall not reimburse any damages. It is expressly understood by way of example, that this provision does not apply to automobiles or other items not required as a part of assigned duties. The District's total liability in any one case shall not exceed \$175.00.
6. Administration will establish a workgroup and establish a meeting date prior to September 15, 2019 to review and discuss video surveillance.

ARTICLE XI
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

ARTICLE XI – GRIEVANCE PROCEDURE (Continued)

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

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

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

ARTICLE XI – GRIEVANCE PROCEDURE (Continued)

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

ARTICLE XI – GRIEVANCE PROCEDURE (Continued)

- I. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

- J. Class action grievances may be filed on behalf of the employees by the Association provided:
 - 1. The Association has the written approval of each employee in the group it purports to represent;

 - 2. If the Superintendent determines individual cases are distinguishable on the facts, such cases will be adjudicated apart from the class action.

ARTICLE XII
COMPENSATION

A. Rules for placement on the salary schedule:

1. All full-time professional employees of the Montcalm Area Intermediate School District will receive credit on the appropriate salary schedule in effect.
2. The salary schedule for the current year shall be a part of the policy for that year.
3. The annual salary will be paid in regular, semi-monthly installments, commencing with the first pay in September and continue through the second pay in June. This will normally result in twenty (20) pay periods each school year.

Employees may, consistent with I.R.S. regulations, elect to receive their annual salary over twenty-four (24) equal, semi-monthly payments. Forms will be provided for this option. Currently this requires a written, irrevocable election for 24 pays, submitted prior to the start of the school year. The District may require this election be submitted by a date certain to allow adequate time to set up the payroll for processing. The election will need to renew annually.

4. Full credit for prior professional experience with the Montcalm Area Intermediate School District will be allowed; or full credit for professional experience in the particular area of specialization outside the Montcalm Area Intermediate School District will be allowed; or professional experience in other school districts with full or partial credit for related experience may be granted by the Board of Education upon recommendation of the Superintendent.
5. New hires of the MAISD will be given a copy of the Master Agreement prior to finalizing and signing an agreement.

ARTICLE XII – COMPENSATION (Continued)

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

<u>Years Experience</u>	<u>Years Credit</u>
1	1 Full Year
2	1 Full Year
3	1 Full Year
4	1 Full Year
5	1 Full Year
6	1 Full Year
7	1 Full Year
8	1 Full Year
9	1 Full Year
10	1 Full Year
11	1 Full Year
12	1/2 Year
13	1/4 Year
14	1/4 Year

Credit will be rounded upward to next whole number

6. Salaries of part-time employees will be paid in accordance with Article XIV.
7. State board approved continuing education units SCECH's and/or CEU's may be used for credit on the salary schedule toward BA+20; MA+20 and MA+45. One semester hour of college credit at a state approved higher education institution equals twenty-five (25) hours worth of state approved SCECH's. A combination of both approved college credit and approved SCECH's may be used toward the salary schedule column. The accumulation of SCECH's does not qualify an employee for degreed status on the salary schedule. The employee must present all state approved SCECH documentation at one time. Only approved credit and approved SCECH's earned after employment in this unit count toward the salary schedule. CEU's will be counted effective July 1, 2018.

ARTICLE XII – COMPENSATION (Continued)

B. Year Round Calendar Programs

The Parent Child Learning Group, Little People Land Programs, Transition Programs, Severely Cognitively Impaired Programs, Seiter Education Center Classrooms and the Early On Consultant will operate on a year-round calendar operating from July 1st to June 30th of each school year. Employees will be paid in twenty-four (24) equal installments. Pay periods and benefits will run from July 1st to June 30th of each year. In the event of a voluntary severance from the District, employees identified under this provision agree to work their scheduled days until the salary paid to them equals their actual days worked before terminating their employment.

C. Insurance Protection

The district shall provide a mutually agreed upon health insurance package in total compliance with PA 152. The district shall pay the current hard cap amounts as determined by law.

The district shall provide without cost to the employee dental, vision, life and LTD insurance coverage.

For employees not selecting a health insurance plan the district will provide without cost to the employee dental, vision, life and LTD insurance coverage.

By April 1st of each year if the association is interested in changing the medical insurance plan, the parties shall meet and discuss plan options. Changes will be made by mutual agreement.

For employees not electing health insurance, the Board will contribute three hundred dollars (\$300) per month Cash Option through a Section 125 Plan in compliance with IRS Code.

Part-time employees working one-half time or more shall be eligible for a prorated amount to be applied toward an insurance benefit package. Premium cost in excess of the prorated amount will be collected by payroll deduction.

D. New certified staff hired after the start of the fiscal year will be afforded the opportunity to receive their first year salary spread over 25 pays beginning August 31st when the first staff workday is scheduled on or before August 20th. The new employee second year contract will be paid over 24 pays beginning September 15th.

ARTICLE XII – COMPENSATION (Continued)

- E. The Board proposes an Employer paid contributory annuity in the amount of one percent (1.0%) of the certified employee's gross contractual salary. The annuity will be paid into an existing and approved ISD annuity of the certified employee's choice, provided that the certified employee has contributed at least one percent (1%) him/herself into that plan. The total employer paid matching contribution shall not exceed one percent (1.0%). The Employer shall contribute to the plan in the last pay period of the fiscal year.

ARTICLE XIII
PART-TIME EMPLOYEES

- A. 1. A part-time staff member is defined as a person regularly employed on an individual contract by the Board for anything less than a full-time position.
2. Part-time employees shall have their salaries prorated at their step for time actually worked in accordance with Salary Schedule.
3. Part-time employees who work sixty (60) days or less in a school year shall receive no increment. Part-time employees who work 61-120 school days shall be granted half an increment the following school year (i.e. half the amount which would equal a full step). Those who work more than 120 days shall receive a full increment. Part time employees are defined as those employees who are hired for positions that are less than 188 days.
4. Part-time employees will be provided a prorated amount toward the purchase of health insurance.
5. All other benefits provided under this contract will be prorated for part-time employees.
6. Career Technical Education Staff:
- a. Part-time employees will be those working a full school year but working less than a full day.
- A. Each part day worked will be counted as a full day for advancement on the salary schedule.
- c. If an employee working half-time or less becomes employed full time, he/she shall be reduced to the step that would have been accrued based on the equivalent full days worked but shall not be reduced more than three (3) steps, and any time period of 1/2 year or less resulting from the final calculation shall be rounded down.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

- A. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

- B. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- C. The Board reserves the right to subcontract services as in the past where services are difficult to obtain or where the frequency of services does not warrant the hiring of a regular employee.

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

ARTICLE XV
NEGOTIATION PROCEDURES

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

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

ARTICLE XVI
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall remain in effect until June 30, 2022. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT

BY _____
President

BY _____
Secretary

MONTCALM AREA INTERMEDIATE EDUCATION ASSOCIATION

BY _____
President

BY _____
Co- President

SALARY SCHEDULE

2019-2020

**186 contracted days
Steps 1-12
Steps 13-25**

**\$700.00 added to Step
0.75%**

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>	<u>MA+45</u> <u>EDS</u>
0	41,965		48,062	48,657	50,694
1	43,637	44,554	49,871	50,470	52,501
2	45,311	46,727	51,682	52,287	54,314
3	47,374	48,900	53,489	54,090	56,126
4	49,138	51,074	55,300	55,903	57,935
5	51,278	53,245	57,113	57,199	59,740
6	53,418	55,415	58,920	59,521	61,553
7	55,557	57,592	60,731	61,327	63,366
8	57,702	59,765	62,545	63,140	65,172
9	59,842	61,938	64,350	64,951	66,983
10	61,982	64,114	66,160	66,758	68,790
11	64,123	66,288	67,972	68,573	70,601
12	66,266	68,464	69,788	70,382	72,412
13	66,763	68,977	70,311	70,910	72,955
14	67,264	69,495	70,839	71,442	73,502
15	67,768	70,016	71,370	71,978	74,054
16	68,276	70,541	71,905	72,517	74,609
17	68,789	71,070,	72,445	73,061	75,168
18	69,304	71,603	72,988	73,609	75,732
19	69,824	72,140	73,535	74,161,	76,300
20	70,348	72,681	74,087	74,717	76,872
21	70,876	73,226	74,643	75,278	77,449
22	71,407	73,776	75,202	75,842	78,030
23	71,943	74,329	75,766	76,411	78,615
24	72,482	74,886	76,335	76,984	79,205
25	73,026	75,448	76,907	77,562	79,799

SALARY SCHEDULE

186 contracted days		2020-2021			1.0%
<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>	<u>MA+45</u> <u>EDS</u>
0	42,385		48,543	49,144	51,201
1	44,073	45,000	50,370	50,975	53,026
2	45,764	47,194	52,199	52,810	54,857
3	47,848	49,389	54,024	54,631	56,687
4	49,629	51,585	55,853	56,462	58,514
5	51,791	53,777	57,684	57,771	60,337
6	53,952	55,969	59,509	60,116	62,169
7	56,113	58,168	61,338	61,940	64,000
8	58,279	60,363	63,170	63,771	65,824
9	60,440	62,557	64,994	65,601	67,653
10	62,602	64,755	66,822	67,426	69,478
11	64,764	66,951	68,652	69,259	71,307
12	66,929	69,149	70,486	71,086	73,136
13	67,431	69,667	71,014	71,619	73,685
14	67,937	70,190	71,547	72,156	74,237
15	68,446	70,716	72,084	72,698	74,795
16	68,959	71,246	72,624	73,242	75,355
17	69,477	71,781	73,169	73,792	75,920
18	69,997	72,319	73,718	74,345	76,489
19	70,522	72,861	74,270	74,903	77,063
20	71,051	73,408	74,828	75,464	77,641
21	71,585	73,958	75,389	76,031	78,223
22	72,121	74,514	75,954	76,600	78,810
23	72,662	75,072	76,524	77,175	79,401
24	73,207	75,635	77,098	77,754	79,997
25	73,756	76,202	77,676	78,338	80,597

SALARY SCHEDULE

186 contracted days		2021-2022			1.0%
<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+20</u>	<u>MA+45</u> <u>EDS</u>
0	42,808		49,028	49,635	51,713
1	44,514	45,450	50,873	51,484	53,556
2	46,222	47,666	52,721	53,338	55,406
3	48,326	49,883	54,564	55,177	57,254
4	50,126	52,101	56,412	57,027	59,099
5	52,309	54,315	58,261	58,349	60,941
6	54,492	56,529	60,104	60,717	62,790
7	56,674	58,750	61,952	62,560	64,640
8	58,862	60,966	63,802	64,409	66,482
9	61,045	63,183	65,643	66,257	68,329
10	63,228	65,403	67,490	68,100	70,173
11	65,412	67,620	69,338	69,951	72,020
12	67,598	69,840	71,191	71,797	73,867
13	68,105	70,363	71,724	72,335	74,421
14	68,616	70,892	72,263	72,878	74,979
15	69,130	71,423	72,805	73,425	75,542
16	69,648	71,959	73,350	73,975	76,109
17	70,172	72,499	73,901	74,530	76,679
18	70,697	73,042	74,455	75,089	77,254
19	71,227	73,590	75,013	75,652	77,834
20	71,762	74,142	75,576	76,219	78,417
21	72,301	74,698	76,143	76,791	79,006
22	72,842	75,259	76,714	77,366	79,598
23	73,389	75,823	77,289	77,947	80,195
24	73,939	76,391	77,869	78,531	80,797
25	74,494	76,965	78,453	79,121	81,403

APPENDIX

Student Discipline	Board Policy 5600 and 5605
Video Surveillance and Electronic Monitoring	Board Policy 7440.01
School Safety Laws	Employee Handbook