

MASTER AGREEMENT

BETWEEN

MONTCALM AREA INTERMEDIATE SCHOOL

DISTRICT BOARD OF EDUCATION

AND

THE MONTCALM AREA INTERMEDIATE SCHOOL

DISTRICT EDUCATION ASSOCIATION

2025-2026

2026-2027

2027-2028

TABLE OF CONTENTS

ARTICLE	PAGE
I. Recognition	5
II. Employee Rights	6
III. Board Rights	7
IV. Working Conditions	8
V. Leaves of Absence	11
VI. Reduction, Transfer, and Recall	19
VII. Employee Evaluation	20
VIII. Vacancies	23
IX. Retirement Pay	24
X. Protection of Employees	25
XI. Grievance Procedure	27
XII. Compensation	30
XIII. Part-Time Employees	34
XIV. Miscellaneous Provisions	35
XV. Negotiation Procedures	36
XVI. Duration of Agreement	37
Appendix A Salary Schedules	38
Appendix B Extra Duty Pay	41
Appendix C Union Grievance Form	42

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 predominantly 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
School Psychologists
School Social Workers
Speech and Language Therapists
MTSS Consultant

Physical Therapists
Special Education Teacher Consultants
Certified Special Education Teachers
Career & Technical Education Instructors
Certified Occupational Therapist Assistant

Excluded are:

Technicians of Computer Service
Hearing Impaired Interpreters
School Nurse
Paraeducators
Office and Clerical Employees
All Others

Transportation Employees
Curriculum Specialist
Instructional Coaches
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.
- 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 in accordance with federal civil rights law and civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
- 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 policies and guidelines.
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/temporary approval may be replaced if they do not follow the specific guidelines of certification in Michigan.
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. All annual authorization personnel will be on an individual contract, which expires each year as required by the Michigan Department of Education.
5. 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 workday will be extended to make up for any lost work time.

B. Duties and Responsibilities

1. Workday
 - a. The work week will consist of seven (7) hours per day for MACC association members and seven and one quarter (7.25) hours per day for remaining association members, not including lunch. Bargaining unit members will be expected to arrive a minimum fifteen (15) minutes before students and leave a minimum of fifteen (15) minutes after students are dismissed daily. 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-country 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 workdays that are mutually agreed upon.

ARTICLE IV – WORKING CONDITIONS -CON'T

- c. The employee's normal workday's start, and end time may vary from assignment to assignment. In addition to the normal work week and normal workday, employees covered by this Agreement accept the professional obligation to ensure that all work-related responsibilities are completed and understand that this work may be required to be completed outside of normal working hours. This additional time may include parent-teacher conferences, open houses, planning, and lesson preparation, attending IEP meetings, data collection/documentation requirements, etc.
 - 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 thirty (30) minutes per day shall be provided to all staff. This time does not need to be continuous but does need to occur during the workday. Staff meetings may be held for forty-five (45) minutes, twice a month, before students arrive or after students depart for the day. The supervisor shall provide a written, objective explanation of expectations for lesson/service planning by October 1st of each school year, if applicable.
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.
 4. Administration will notify the Union Board President via email 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.

1. A monthly travel report of mileage record and places of visitation is required. The travel report will be accepted for reimbursement no later than the month after the expenses were incurred.

D. Inclement Weather

1. Employees are expected to follow their individual assigned school calendar for student instructional days only. If the building to which they are assigned is closed due to inclement weather or other unforeseen event, the employee will not be expected to report to work. If the assigned building closes early due to inclement weather or other unforeseen events, staff may leave fifteen (15) minutes after their students depart. Depending on individual local district circumstances, ISD staff may be required to make up days lost.

ARTICLE IV – WORKING CONDITIONS -CON'T

2. 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.
3. 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.

E. 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 one hundred eighty-five (185) workdays.

Calendars for employees assigned to local districts or serving in center-based programs located in local districts will follow the local district calendar as closely as possible but shall include one hundred eighty-five (185) workdays.

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 one hundred eighty-five (185) 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. All sick time will be allocated on July 1st of each school year.
2. Allocation: for MACC 10.3 days at 7 hours per day for a total of 72.1 hours for all other association members 10 days at 7.25 hours per day for a total of 72.50 hours.
3. Individuals who are hired after July 1st may have prorated sick time depending on when they are hired.
4. Sick time may be taken in five (5) minute increments.
5. Unused sick leave will accumulate with a maximum of one hundred thirty (130) days.
6. In the event that a staff member leaves during a school year, their time will be prorated for the time earned and the exiting staff members' last paycheck may be reduced to reflect any overpayment of sick time.
7. 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.
8. Any employee absent from work for more than half of their scheduled workdays 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.
9. 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.

B. Sick time may be used for:

1. The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's or the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for the employee or the employee's family member.
2. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

ARTICLE V - LEAVES OF ABSENCE - CON'T

3. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; and
4. For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, regardless of whether the employee or family member has actually contracted the communicable disease.
5. An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

C. The definition of a family member shall include:

1. Biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
2. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
3. Grandparent.
4. Grandchild.
5. Biological, foster, or adopted sibling.
6. Any other individual related by blood.
7. "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships.
8. "Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

D. Notice of Leave:

1. The employee shall give notice of the intention to use earned sick time as soon as practicable. Prearranged sick leave notice shall be given to the supervisor at least forty-eight (48) hours before the appointment.

ARTICLE V - LEAVES OF ABSENCE -CON'T

2. Employees shall submit their absence in MUNIS Self Service within twenty-four (24) hours of the absence.

E. Documentation:

1. For earned sick leave of more than three consecutive days, an employer may require reasonable documentation that the earned sick leave has been used for a permissible purpose. Upon request, the employee must provide this documentation in not more than fifteen (15) days after the employer's request.
2. Employer required documentation should not include a description of the illness or details of the violence.
3. If an employer requires documentation, the employer is responsible for paying all out-of-pocket expenses the employee incurs in obtaining the documentation.
4. An employer cannot delay commencement of the leave based on a failure to receive documentation.

F. Sick Leave and FMLA:

1. Like other leave benefits, the sick leave may run concurrently with FMLA approved leave provided that the leave meets the requirements of FMLA. However, if sick leave is being used, requirements on advance notice, unforeseeable leave, documentation requirements will be applied under the ESTA provisions.
2. Once sick leave is exhausted or not being used for a FMLA or other covered leave, the FMLA or other leave provisions apply.

G. Personal Business Leave

1. Two and seven tenths (2.7) days per year for MACC and three (3) days per year for all other association members, 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 shall not be scheduled for use on more than two (2) consecutive school days (Friday and Monday are considered consecutive days), unless related to a medical condition. Requests for personal leave shall be approved by the immediate supervisor, and except in cases of emergency, not less than forty-eight (48) hours in advance.

Employees may request to extend one (1) holiday break per school year. Holiday break extension days will have to be made sixty (60) days before the break and requires supervisor approval.

Personnel business days shall be scheduled at a time when this will not interfere with or hamper normal operations of the Intermediate School District.

ARTICLE V – LEAVES OF ABSENCE - CON'T

2. Any employee who abuses personal business leave shall be subject to discipline by the Board.

H. Bereavement

1. An employee will be granted up to five (5) bereavement days in the event of a death. An additional three (3) days of bereavement leave may be approved by the Superintendent. A maximum of eight (8) days per school year will be allowed. Bereavement shall be calculated on a seven (7) hour day for MACC or seven and one quarter (7.25) for all others hour day.
2. One (1) 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.

I. 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.
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.

ARTICLE V – LEAVES OF ABSENCE - CON'T

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 at 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 XII, Section C of the Master Agreement for the duration of the childcare leave. Employees not eligible for FMLA will be responsible for one hundred percent (100%) of the monthly premium. If covered under FMLA, the employee is only responsible for their portion of the monthly insurance premium. Insurance premiums are to be paid in full by the 25th of the month preceding the month of coverage.

J. 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. A copy of the jury duty paperwork shall be turned in to the human resources department.
2. Leave of absence for jury duty shall be with full pay, less the amount received by the employee for such jury duty.
2. 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.
4. In accordance with State and Federal laws regarding military service and leaves, staff will be granted a Leave of Absence when serving in the Armed Forces or for voluntary service duty during a declared National Emergency. Staff returning from this military leave shall be given re-employment in the same capacity held before the leave of absence. They shall also be given the benefit of any increments and advancements on schedule which would have been granted to them had they remained in active service with the school system.

K. 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 - CON'T

L. 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 and lodging outside of the school district will be reimbursed. See the MAISD Employee Handbook for those provisions. The travel report will be accepted for reimbursement no later than the month after the expenses were incurred.

Reimbursable Meal	Travel begins before	And Travel extends past
Breakfast	6:00 a.m.	8:30 a.m.
Lunch	11:30 a.m.	2:00 p.m.
Dinner	5:30 p.m.	8:00 p.m.

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 training are pre-approved by the immediate supervisor and superintendent. Requests for reimbursement must include classes taken within the United States leading to a Michigan credential.
 - B. The college classes or training 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 twenty-five thousand dollars (\$25,000) in any given fiscal year. If all reimbursement requests exceed this number, then they will be prorated based on a percentage of total costs applied to the twenty-five-thousand dollar (\$25,000) cap.
 - E. Requests received and approved by May 1 for classes that end within the current fiscal year (June 30) will be included in the cap calculation for that year. Requests received after May 1 and classes that end after the fiscal year (June 30) will be included in the cap calculation for the next fiscal year.

ARTICLE V – LEAVES OF ABSENCE - CON'T

- F. Eligible costs are specific to tuition of enrolled course(s). (excluded are books, technology fees, student service fees, education program fees, any other fees associated with college enrollment). Reimbursement is specific to course tuition paid out of pocket. Awards, refunds, relief funds, pell grant, etc. are not reimbursable and will be deducted from reimbursable charges.

M. Association Leave Day

- 1. Each year the Association shall be allowed twelve (12) days of paid leave to conduct Association business. The Association agrees to reimburse the District for all costs associated with substitute employees and MPERS contributions as per current state statute and subject to change if state law is modified. The Association agrees 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.

N. 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 (1) year and at least one thousand two hundred- fifty (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) 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 twenty-six (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.

ARTICLE V – LEAVES OF ABSENCE - CON'T

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 may use personal business leave as part of the twelve (12) work week's unpaid leave. Any employee requesting leave under 1(d) above must use eighty percent (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. Employees are still responsible for their portion of the premiums while on FMLA.
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.

O. Leaves without Pay or Fringe Benefits

Employees may not request unpaid time if they have paid time available to use. Any employee requesting and having approved unpaid leave for any reason not covered under the Family Medical Leave Act or unpaid snow day provisions, will reimburse the District for all fringe benefits including health insurance and/or cash in lieu beginning on the sixth (6th) nonconsecutive day taken as unpaid leave in any school year. It is expressly understood that the employee will reimburse the District on the sixth (6th) day of leave and will reimburse the District for the cost of insurance for the first five (5) days also. After the 3rd nonconsecutive unpaid day, employee will be subject to discipline.

Staff who are on an unpaid leave of absence resulting in more than two (2) consecutive weeks will be moved to COBRA until such time they return to work full-time from leave of absence.

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.
- P. 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, TRANSFER, AND RECALL

In making program and staffing decisions, the Board of Education shall determine the size of the 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.

A. Reduction

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.

B. Transfer

1. A transfer is defined as a change of assignment done as a result of an emergency need to change staff placement during the school year. Such changes will be voluntary to the extent possible. However, should an involuntary transfer be necessary, the staff member shall have the first right to return to his or her prior assignment, should it become available. If any vacancy opens, that the involuntarily transferred staff member is qualified to do, according to state and federal regulations, that individual will be given first consideration for the placement providing favorable prior evaluations have been documented. Within ten (10) workdays of a posted vacancy, the staff member who was involuntarily placed will notify their building administrator of their intent to accept or decline the vacancy. Once the notice has been received by the administrator, the district will act accordingly.
2. In the event the involuntary transferred staff member turns down reassignment to the original position, that staff member will no longer be considered as an involuntary transfer.
3. Any staff member who is transferred to a supervisory or executive position, for a time period of one calendar year or less, shall continue to accrue seniority and will be granted the next step in pay. Said temporary administrator shall not be directly responsible for teacher evaluations, teacher discipline, or the hiring of instructional or support personnel, and shall, therefore, not be subject to the grievance procedure as outlined in Article XI of this contract.

C. Recall

Recall of an employee shall be made in the inverse order of layoff provided, however, that an employee to be reassigned shall be certified to perform the specific duties that the association member is being assigned. The Board shall notify the association member of recall by sending a letter via certified mail. An employee shall respond within ten (10) calendar days to the recall notice and report within twenty (20) calendar days. If no response is made, the association member is no longer eligible for employment.

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

a. Evaluation Tool

- i. Teachers will be evaluated using Charlotte Danielson, The Framework for Teaching tool. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support". Using the rubric within the evaluation, administrators will indicate a rating. When those ratings are averaged, a Summative Evaluation is created.

Calculating Evaluations/Summative Evaluations:

Evaluation results will be rounded to the nearest hundredths.

Effective	Developing	Needing Support
2.75-4.0	1.75-2.74	1-1.74

1. If a tenured teacher has been rated "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
2. Extenuating Circumstances - Teachers who work less than sixty (60) days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
 - a. Student Growth
 - i. The following tool shall be used to establish student growth, which will compose twenty percent (20%) of the overall evaluation score, for purposes of the evaluation:

3. The teacher, in collaboration with their administrator/supervisor, will set a goal for student growth, using the Student Learning Objective process within the PIVOT software system, in an area agreed to by both the teacher and their administrator.

b. Individualized Development Plan (IDP)

- i. First, second- and third-year teachers and teachers who are evaluated receiving a rating of “needing support” or “developing” rating shall be provided an IDP.

ARTICLE VII - EMPLOYEE EVALUATION - CON'T

- ii. The school administrator or designee shall develop, in consultation with the teacher, a written improvement plan that includes goals and training(s) that are designed to assist the teacher to improve the teacher's rating.
 - iii. Teachers who are evaluated with an IDP shall be provided a mid-year progress report.
 - iv. A mentor teacher will be assigned to first, second- and third-year teachers and those with "needing support" or "developing" ratings that are informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
- c. Classroom Observations
 - i. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - 1. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
 - 2. The observation shall be at least fifteen (15) minutes. One observation date may be unscheduled at the district's discretion. For scheduled dates, there shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information regarding instruction before the classroom observation occurs. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on the "Post-observation" feedback. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least sixty (60) days apart. The first observation shall occur no later than December 15 of each school year.
- d. Mid-Year Progress Report
 - i. The midyear progress report must be aligned with the teacher's IDP and be completed no later than February 1st. The midyear progress report must include specific performance goals for the remainder of the school year that are developed by the school administrator conducting the year-end evaluation or the school administrator's designee and any recommended training identified by the school administrator or designee that would assist the teacher in meeting these goals. At the mid-year progress report, the school administrator or designee shall develop, in consultation with the teacher, a written improvement plan that includes goals and training and is designed to assist the teacher to improve the teacher's rating. The midyear progress report must not take the place of a year-end evaluation.
- e. Summative Evaluation
 - i. Summative evaluations are due by June 15th of each year.

ARTICLE VII - EMPLOYEE EVALUATION - CON'T

- f. Training
 - i. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
- g. Mentoring and Coaching
 - i. The Supervisor will assign a mentor to probationary teachers in their first three years of employment and any teachers rated less than effective.
 - ii. Mentors will be non-probationary teachers.
 - iii. Mentors will meet with mentees monthly for at least thirty (30) minutes.
 - iv. Mentors will participate in a 1-hour training session within the first two (2) weeks of the school year.
- B. Other Professional Staff
 - a. Evaluation for non-teaching staff identified in Article I 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.
- C. An employee shall have the right to attach a written comment to his or her evaluation within thirty (30) days following the receipt of the evaluation.
- D. Teachers shall provide their immediate supervisor with input for the evaluation of paraeducators assigned to their classroom.

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) workdays 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) workdays 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 the employee's current base pay divided by the number of workdays for that school year.
- C. The maximum sick leave accumulation allowed for retirement pay will be one hundred-thirty (130) days (e.g., 10-19 years = 43 days of paid sick leave; 20+ years = 65 days of paid sick leave).
- D. In an effort to better plan for upcoming school years, the District will pay to any ORS retirement eligible member one thousand dollars (\$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 (2) months following the effective retirement date and district receipt of ORS retirement notification.
- E. 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 Workers 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.
- 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.
2. Classroom Staff:
The Board shall provide procedures for reporting inadequate facilities and equipment for classroom staff.
- F. 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.

ARTICLE X - PROTECTION OF EMPLOYEES - CON'T

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.

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 the 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 - CON'T

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.
 - 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.

ARTICLE XI – GRIEVANCE PROCEDURE - CON'T

- 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.
- 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.

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 twenty-four (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 be renewed 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

Credit will be rounded upward to the next whole number. Administration reserves the right to grant additional credit for years of experience on an individual basis, if necessary.

5. New hires of the MAISD will be given a copy of the Master Agreement prior to finalizing and signing an agreement.
6. Salaries of part-time employees will be paid in accordance with Article XII.
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+15 and MA+30. One (1) 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. One (1) semester hour of college credit at a state approved higher education institute equals one and a half (1.5) CEUs. One CEU is equal to ten (10) contact hours. Total contact hours must then be divided by ten (10) to obtain the number of CEUs. One (1) credit hour is equal to fifteen-sixteen (15-16) hours of instruction.

ARTICLE XII – COMPENSATION - CON'T

8. Placement on the Salary Schedule for new hires will be placed in lanes according to their education. Placement on MA+30 for staff employed as certified/licensed Speech-Language Pathology, CCC-SLP, CF-SLP; School Social Work, SSW; Occupational Therapist, Registered, OTR; School Psychologist; Physical Therapist. Placement on EDS/PHD/EDD for staff employed as EDS, School Psychologist; DPT, Doctor of Physical Therapy; OTD, Doctor of Occupational Therapy; SLPD, Clinical Doctorate in Speech-Language Pathology.
9. Employees hired prior to July 1, 2025, will be placed in lanes according to education. Placement on MA+30 for staff employed as certified/licensed Speech-Language Pathology, CCC-SLP, CF-SLP; School Social Work, SSW; Occupational Therapist, Registered, OTR; School Psychologist; Physical Therapist. Placement on EDS/PHD/EDD for staff employed as EDS, School Psychologist; DPT, Doctor of Physical Therapy; OTD, Doctor of Occupational Therapy; SLPD, Clinical Doctorate in Speech-Language Pathology.
10. For all employees, the following applies:
 - a. To qualify for B.A. + 20, the teacher shall have earned twenty (20) credit hours or equivalent SCECH's and/or CEUs after the conferment date of the Bachelor's degree.
 - b. To qualify for the M.A.+15, the teacher shall have earned fifteen (15) credit hours or equivalent SCECH's and/or CEUs after the conferment date of the Master's degree.
 - c. To qualify for the M.A.+30, the teacher shall have earned thirty (30) credit hours or equivalent SCECH's and/or CEUs after the conferment date of the Master's degree.

B. Balanced Calendar Programs

The Early On, Transition Programs and Severely Cognitively Impaired Programs, 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.

D. 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, AD&D and LTD insurance coverage.

ARTICLE XII – COMPENSATION - CON'T

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

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 four hundred dollars (\$400.00) per month Cash Option through a Section 125 Plan in compliance with IRS Code. Proof of other insurance coverage must be provided in order to receive in cash-in-lieu.

Staff who are on an unpaid leave of absence resulting in more than two (2) consecutive weeks will be moved to COBRA until such time they return to work full-time from leave of absence.

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.

Link to Munetrix and then click on "Employer Sponsored Health Care Plans" to view available coverage.

<https://secure.munetrix.com/n/Michigan/Schools/WCR/Montcalm-Area-ISD>

D. New Hire Pay Periods

New certified staff hired after the start of the fiscal year will be afforded the opportunity to receive their first-year salary spread over twenty-five (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 twenty-four (24) pays beginning September 15th.

E. Board Paid Annuity

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 (1.0%) 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 every pay period.

F. Sick/Personal Bank Buyback

Staff that have more than sixty (60) days of paid sick/personal leave may sell up to five (5) unused sick days at the end of each school year as long as the bank does not drop below sixty (60) days.

Each paid leave day value will equal their daily pay.

Staff will notify the Business Office in writing of their decision to sell the unused paid leave days by June 1st of the calendar year. Requests must be received in writing or will not be accepted. Requests received after June 1st will not be accepted.

ARTICLE XII – COMPENSATION - CON'T

If an employee elects to sell back five (5) unused sick/personal days, this will be paid on the first pay date in August. The parties agree that this is an increase over the normal pay schedule and is considered Non-Reportable Compensation under the Michigan Office of Retirement Service rules and regulations.

G. Retention Bonus

Employees will receive a retention bonus based on the chart below, paid by the second pay in August, with the following stipulations:

1. The employee does not have **any** unpaid absences for their scheduled work time from July 1st through June 30th. (No Exceptions.)
2. If the employee ends employment with MAISD and does not work their full schedule from July 1 to June 30th.
3. If an employee starts after July 1st, their amount will be prorated based on the amount of time they worked through June 30th.

Continuous MAISD Service	Amount
0-.99 years	\$1,000-Prorated
1-9.99 years	\$1,000
10-14.99 years	\$1,500
15-19.99 years	\$2,000
20+ years	\$2,500

ARTICLE XIII
PART-TIME EMPLOYEES

- A. 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.
- B. Part-time employees shall have their salaries prorated at their step for time actually worked in accordance with Salary Schedule.
- C. Part-time employees who work sixty (60) days or less in a school year shall receive no increment. Part-time employees who work sixty-one to one hundred twenty (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 one hundred twenty (120) days shall receive a full increment. Part-time employees are defined as those employees who are hired for positions that are less than one hundred eighty-five (185) days.
- D. Part-time employees will be provided a prorated amount toward the purchase of health insurance. The district shall provide without cost to the employee dental, vision, life, AD&D and LTD insurance coverage.
- E. All other benefits provided under this contract will be prorated for part-time employees.
 - 1. Career Technical Education Staff:
 - a. Part-time employees will be those working a full school year but working less than a full day.
 - b. 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 past 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.
- D. 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.


ARTICLE XV
NEGOTIATION PROCEDURES

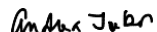
- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon consent of both parties.
- B. By April 1 of the final year of this 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, 2028. 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
[Christensen Mark \(Jul 15, 2025 09:06 EDT\)](#)

BY 
Secretary
[Andrea Tabor \(Jul 15, 2025 10:37 EDT\)](#)

MONTCALM AREA INTERMEDIATE EDUCATION ASSOCIATION

BY 
President
[Angela Porter \(Jul 15, 2025 11:46 EDT\)](#)

BY 
Vice President
[Tamara Youmans \(Jul 15, 2025 13:36 EDT\)](#)

APPENDIX A SALARY SCHEDULE

2025-2026 185 contracted days Steps and 5.5%

	COTA/PTA	BA	BA +20	MA	MA+15	MA+30	EDS/PHD/EDD
0	\$ 35,287	\$ 48,136	\$ 49,937	\$ 53,469	\$ 55,608	\$ 57,971	\$ 59,761
1	\$ 36,346	\$ 49,580	\$ 51,435	\$ 55,073	\$ 57,276	\$ 59,710	\$ 61,554
2	\$ 37,527	\$ 51,191	\$ 52,980	\$ 56,727	\$ 58,996	\$ 61,503	\$ 63,402
3	\$ 39,028	\$ 53,239	\$ 54,968	\$ 58,856	\$ 61,210	\$ 63,811	\$ 65,782
4	\$ 40,589	\$ 55,369	\$ 57,167	\$ 61,210	\$ 63,658	\$ 66,363	\$ 68,413
5	\$ 42,213	\$ 57,583	\$ 59,454	\$ 63,659	\$ 66,205	\$ 69,018	\$ 71,150
6	\$ 44,007	\$ 60,031	\$ 61,980	\$ 66,364	\$ 69,018	\$ 71,951	\$ 74,174
7	\$ 45,877	\$ 62,582	\$ 64,615	\$ 69,185	\$ 71,952	\$ 75,009	\$ 77,326
8	\$ 47,712	\$ 65,085	\$ 67,199	\$ 71,952	\$ 74,830	\$ 78,010	\$ 80,419
9	\$ 49,382	\$ 67,363	\$ 69,551	\$ 74,470	\$ 77,449	\$ 80,740	\$ 83,234
10	\$ 51,110	\$ 69,721	\$ 71,985	\$ 77,077	\$ 80,160	\$ 83,566	\$ 86,147
11	\$ 52,771	\$ 71,987	\$ 74,325	\$ 79,582	\$ 82,765	\$ 86,282	\$ 88,947
12	\$ 54,354	\$ 74,147	\$ 76,555	\$ 81,969	\$ 85,248	\$ 88,870	\$ 91,615
13	\$ 55,170	\$ 75,259	\$ 77,703	\$ 82,791	\$ 86,102	\$ 89,760	\$ 92,532
14	\$ 55,722	\$ 76,011	\$ 78,480	\$ 83,619	\$ 86,963	\$ 90,658	\$ 93,457
15	\$ 56,279	\$ 76,771	\$ 79,265	\$ 84,455	\$ 87,833	\$ 91,564	\$ 94,392
16	\$ 56,701	\$ 77,347	\$ 79,859	\$ 85,089	\$ 88,491	\$ 92,251	\$ 95,100
17	\$ 57,126	\$ 77,927	\$ 80,458	\$ 85,727	\$ 89,155	\$ 92,943	\$ 95,813
18	\$ 57,555	\$ 78,512	\$ 81,062	\$ 86,370	\$ 89,824	\$ 93,640	\$ 96,532
19	\$ 57,986	\$ 79,101	\$ 81,670	\$ 87,017	\$ 90,497	\$ 94,342	\$ 97,256
20	\$ 58,421	\$ 79,694	\$ 82,282	\$ 87,670	\$ 91,176	\$ 95,050	\$ 97,985
21	\$ 58,859	\$ 80,292	\$ 82,899	\$ 88,328	\$ 91,860	\$ 95,763	\$ 98,720
22	\$ 59,301	\$ 80,894	\$ 83,521	\$ 88,990	\$ 92,549	\$ 96,481	\$ 99,460
23	\$ 59,745	\$ 81,500	\$ 84,148	\$ 89,657	\$ 93,243	\$ 97,204	\$ 100,206
24	\$ 60,194	\$ 82,112	\$ 84,779	\$ 90,330	\$ 93,942	\$ 97,933	\$ 100,958
25	\$ 60,645	\$ 82,728	\$ 85,414	\$ 91,007	\$ 94,647	\$ 98,668	\$ 101,715

2026-2027 185 contracted days Steps and 3.5%

	COTA/PTA	BA	BA +20	MA	MA+15	MA+30	EDS/PHD/EDD
0	\$ 36,522	\$ 49,821	\$ 51,685	\$ 55,341	\$ 57,554	\$ 59,999	\$ 61,852
1	\$ 37,618	\$ 51,316	\$ 53,236	\$ 57,001	\$ 59,281	\$ 61,799	\$ 63,708
2	\$ 38,840	\$ 52,983	\$ 54,835	\$ 58,713	\$ 61,061	\$ 63,655	\$ 65,621
3	\$ 40,394	\$ 55,103	\$ 56,892	\$ 60,916	\$ 63,352	\$ 66,044	\$ 68,084
4	\$ 42,010	\$ 57,307	\$ 59,168	\$ 63,353	\$ 65,886	\$ 68,686	\$ 70,807
5	\$ 43,690	\$ 59,599	\$ 61,534	\$ 65,887	\$ 68,522	\$ 71,433	\$ 73,640
6	\$ 45,547	\$ 62,132	\$ 64,150	\$ 68,687	\$ 71,434	\$ 74,469	\$ 76,769
7	\$ 47,483	\$ 64,773	\$ 66,876	\$ 71,606	\$ 74,470	\$ 77,634	\$ 80,032
8	\$ 49,382	\$ 67,364	\$ 69,551	\$ 74,470	\$ 77,448	\$ 80,739	\$ 83,233
9	\$ 51,110	\$ 69,721	\$ 71,985	\$ 77,077	\$ 80,159	\$ 83,565	\$ 86,146
10	\$ 52,899	\$ 72,162	\$ 74,505	\$ 79,775	\$ 82,965	\$ 86,490	\$ 89,162
11	\$ 54,618	\$ 74,507	\$ 76,926	\$ 82,367	\$ 85,661	\$ 89,301	\$ 92,059
12	\$ 56,257	\$ 76,742	\$ 79,234	\$ 84,838	\$ 88,231	\$ 91,980	\$ 94,821
13	\$ 57,101	\$ 77,893	\$ 80,422	\$ 85,688	\$ 89,115	\$ 92,901	\$ 95,769
14	\$ 57,672	\$ 78,672	\$ 81,227	\$ 86,545	\$ 90,006	\$ 93,830	\$ 96,727
15	\$ 58,248	\$ 79,459	\$ 82,039	\$ 87,410	\$ 90,906	\$ 94,768	\$ 97,694
16	\$ 58,685	\$ 80,055	\$ 82,654	\$ 88,066	\$ 91,588	\$ 95,479	\$ 98,427
17	\$ 59,125	\$ 80,655	\$ 83,274	\$ 88,726	\$ 92,275	\$ 96,195	\$ 99,165
18	\$ 59,569	\$ 81,260	\$ 83,899	\$ 89,392	\$ 92,967	\$ 96,917	\$ 99,909
19	\$ 60,016	\$ 81,870	\$ 84,528	\$ 90,062	\$ 93,664	\$ 97,644	\$ 100,658
20	\$ 60,466	\$ 82,484	\$ 85,162	\$ 90,738	\$ 94,367	\$ 98,376	\$ 101,413
21	\$ 60,919	\$ 83,102	\$ 85,801	\$ 91,418	\$ 95,074	\$ 99,114	\$ 102,174
22	\$ 61,376	\$ 83,725	\$ 86,444	\$ 92,104	\$ 95,788	\$ 99,857	\$ 102,940
23	\$ 61,836	\$ 84,353	\$ 87,092	\$ 92,795	\$ 96,506	\$ 100,606	\$ 103,712
24	\$ 62,300	\$ 84,986	\$ 87,746	\$ 93,491	\$ 97,230	\$ 101,360	\$ 104,490
25	\$ 62,767	\$ 85,623	\$ 88,404	\$ 94,192	\$ 97,959	\$ 102,121	\$ 105,274

2027-2028 185 contracted days Steps and 3.5%

	COTA/PTA	BA	BA +20	MA	MA+15	MA+30	EDS/PHD/EDD
0	\$ 37,800	\$ 51,565	\$ 53,494	\$ 57,278	\$ 59,569	\$ 62,100	\$ 64,018
1	\$ 38,934	\$ 53,112	\$ 55,099	\$ 58,996	\$ 61,356	\$ 63,963	\$ 65,939
2	\$ 40,199	\$ 54,838	\$ 56,754	\$ 60,768	\$ 63,198	\$ 65,883	\$ 67,918
3	\$ 41,807	\$ 57,032	\$ 58,884	\$ 63,049	\$ 65,571	\$ 68,357	\$ 70,468
4	\$ 43,480	\$ 59,313	\$ 61,239	\$ 65,571	\$ 68,194	\$ 71,091	\$ 73,287
5	\$ 45,219	\$ 61,685	\$ 63,689	\$ 68,194	\$ 70,922	\$ 73,935	\$ 76,218
6	\$ 47,141	\$ 64,307	\$ 66,396	\$ 71,092	\$ 73,936	\$ 77,077	\$ 79,458
7	\$ 49,144	\$ 67,040	\$ 69,218	\$ 74,113	\$ 77,078	\$ 80,353	\$ 82,835
8	\$ 51,110	\$ 69,722	\$ 71,986	\$ 77,078	\$ 80,161	\$ 83,567	\$ 86,148
9	\$ 52,899	\$ 72,162	\$ 74,506	\$ 79,776	\$ 82,967	\$ 86,492	\$ 89,163
10	\$ 54,750	\$ 74,688	\$ 77,113	\$ 82,568	\$ 85,871	\$ 89,519	\$ 92,284
11	\$ 56,530	\$ 77,115	\$ 79,620	\$ 85,251	\$ 88,661	\$ 92,428	\$ 95,283
12	\$ 58,225	\$ 79,428	\$ 82,008	\$ 87,809	\$ 91,321	\$ 95,201	\$ 98,142
13	\$ 59,099	\$ 80,620	\$ 83,238	\$ 88,689	\$ 92,236	\$ 96,155	\$ 99,124
14	\$ 59,690	\$ 81,426	\$ 84,071	\$ 89,576	\$ 93,158	\$ 97,117	\$ 100,115
15	\$ 60,287	\$ 82,240	\$ 84,911	\$ 90,472	\$ 94,090	\$ 98,088	\$ 101,116
16	\$ 60,739	\$ 82,857	\$ 85,548	\$ 91,150	\$ 94,796	\$ 98,823	\$ 101,875
17	\$ 61,194	\$ 83,479	\$ 86,190	\$ 91,834	\$ 95,507	\$ 99,565	\$ 102,639
18	\$ 61,653	\$ 84,105	\$ 86,836	\$ 92,523	\$ 96,223	\$ 100,311	\$ 103,409
19	\$ 62,116	\$ 84,735	\$ 87,488	\$ 93,216	\$ 96,945	\$ 101,064	\$ 104,184
20	\$ 62,582	\$ 85,371	\$ 88,144	\$ 93,916	\$ 97,672	\$ 101,822	\$ 104,966
21	\$ 63,051	\$ 86,011	\$ 88,805	\$ 94,620	\$ 98,404	\$ 102,585	\$ 105,753
22	\$ 63,524	\$ 86,656	\$ 89,471	\$ 95,330	\$ 99,142	\$ 103,355	\$ 106,546
23	\$ 64,000	\$ 87,306	\$ 90,142	\$ 96,045	\$ 99,886	\$ 104,130	\$ 107,345
24	\$ 64,480	\$ 87,961	\$ 90,818	\$ 96,765	\$ 100,635	\$ 104,911	\$ 108,150
25	\$ 64,964	\$ 88,621	\$ 91,499	\$ 97,491	\$ 101,390	\$ 105,698	\$ 108,961

APPENDIX B
SCHEDULE B EXTRA DUTY PAY

Members assigned or requesting extra duties shall be compensated forty dollars (\$40) for any hour of such duties with Supervisor approval. Staff will complete a timesheet within the appropriate pay period for compensation. No more than seven and one quarter (7.25) hours per day for time claimed on weekends. This includes individuals required to attend scheduled IEPs held at the local district conducted outside the regular school day whose local district contractually compensates their employees for attending such IEPs, staff subbing in classrooms which then requires extra work after hours, School Psychologists completing student evaluation outside of their assigned district.

Stipends paid through grants are considered payment in lieu of extra duty pay.

Members assigned to Mentor other ISD staff by their Supervisor will be compensated as follows:

Year 1 = \$500.00

Year 2 = \$350.00

Year 3 = \$250.00

Mentors with a partial year equals half the stipend.

Mentors will meet with mentees monthly for at least thirty (30) minutes.

Mentors will participate in a one (1) hour training session within the first two (2) weeks of the school year.



UNION GRIEVANCE FORM

Section 1 to be completed by Grievant

Employee:	
Date of Alleged Violation:	
Statement of Grievance:	
Article, Section or Subsection of the Contract that is believed to have been violated:	
Synopsis of facts giving rise to the alleged violation:	
Relief requested:	
Level One Grievant Signature & Date:	
Level One Signature of Administrator & Date indicating delivery of Grievance:	

Documentation of the Grievance Process

Section 2 to be completed by MAISD Administrator

Level One Discussion:

(Resolution end date must be within 3 days of meeting to discuss the grievance)

Date: (Must be within 15 days of alleged violation)	
Participants: (Must include Employee and Supervisor)	
Discussion Notes:	
Resolution Date: (Must be within 3 days of meeting)	

Resolution:	
-------------	--

Level Two Discussion:

Date: (Discussion must be within 10 days after Level 1)	
Participants: (Must include Employee and Supervisor)	
Discussion Notes:	

Level Two Response:

(the Superintendent or his/her designated agent shall render his decision in writing)

Date: (Decision 10 days after Level 2 discussion)	
Response:	

Level Three Written Notice of Request for Arbitration:

Date: (Decision 10 days after Level 2 decision)	
Documentation of Binding Arbitration Process:	