

# **AGREEMENT**

**BETWEEN THE**

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

**AND THE**

**MUSKEGON AREA INTERMEDIATE  
PARAPROFESSIONAL ASSOCIATION**

**July 1, 2024 - 2026**

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## **AGREEMENT**

This Agreement is entered into between the MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT, (hereinafter referred to as the “Employer”), and the MUSKEGON INTERMEDIATE PARAPROFESSIONAL ASSOCIATION, (hereinafter referred to as the “Union”), a local affiliate of the Michigan Education Association/National Education Association.

## **PURPOSE AND INTENT**

It is the purpose and intent hereof that the parties continue to recognize that their common objective is to provide an excellent educational program; that this Agreement shall promote mutual cooperation and further the welfare of the Employer and its employees; ensure a spirit of confidence and cooperation between the Employer and its agents and employees; set forth the general policy of the Employer on personnel matters and procedures; establish rates of pay and conditions of work; provide for a disposition of grievances and to provide for the efficiency of mutual services.

## **ARTICLE 1** **RECOGNITION**

- 1.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.
- 1.2 All full-time and regularly scheduled part-time instructional assistants employed by the Employer in special education instructional programs, but excluding substitute employees, administrative employees, supervisors, office clerical employees, and all other employees.

In the event a member of the bargaining unit completes a program for the training of paraprofessionals employed in special education programs offered by Muskegon Community College, Grand Valley State University, Baker College, Aquinas College, Hope College, Calvin College, or any other school or institution of higher education agreed upon by the Employer and Union, or the bargaining unit member obtains from any such school or institution of higher education a certified statement that his/her prior job experience, academic and other training is equivalent to completion of the paraprofessional program which it offers, Employer shall recognize such

employee as a “paraprofessional” and establish a new classification with the bargaining unit.

## **ARTICLE 2**

### **UNION RIGHTS AND SECURITY**

- 2.1 **Special Conferences:** Special conferences may be arranged between the Union President or designee and the designated representative of the Employer upon the mutual agreement of the parties. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the employer.
- 2.2 **Bulletin Board:** The Employer will provide a bulletin board in each of the Employer’s buildings, which shall not be reserved for the exclusive use of the Union, to be used by the Union for posting notices of Union meetings and other official Union business.
- 2.3 **Use of Facilities:** The Union shall have the right during hours the building is open for business to use school facilities for meetings, by advance arrangement with the Employer, and provided further that the meetings are held before or after regular school hours.
- 2.4 **Use of Equipment:** The Board’s duplicating equipment and small office machines located in classroom buildings shall be made available for use by the Union at reasonable times, when not otherwise in use, provided that advance arrangements are made with the Employer, while this contract is in full force and effect. The Union shall pay the cost of all materials and supplies incident to such use.
- 2.5 **State and National Representatives:** Duly authorized representatives of the Union may attend local Union meetings at school facilities. Upon arrival, such representatives shall notify the Employer of their presence in the building.
- 2.6 **Union Representation:** Employees shall be represented by an Association Representative, by an Alternate Representative, or by a member of the Grievance Committee. Both Representatives and Alternate Representatives, and Grievance Committee persons shall be regular employees of the bargaining unit. The Union shall furnish, in writing, to the Employer the names of all officers, committee chairpersons, representatives, and alternate representatives upon their election or appointment. The Union will furnish the Employer with the names of its bargaining team. No member of the committee or any Union representative will be paid for any time spent in collective bargaining. The Employer will pay for loss of time for the grievant and one (1) Union representative while processing a grievance only where it

is determined by the Employer that the grievance cannot be handled outside of working hours. Supervisors shall consider reasonable requests for time during working hours to process grievances. Nothing herein contained shall abridge the right of the individual employee to process his/her own grievance without intervention of the Union upon notifying the Employer of his/her intent, provided the adjustment is not inconsistent with the terms of this Agreement and provided further that the Union has been given the opportunity to be present at such adjustment.

2.7 The Union President or Chairperson of the Grievance Committee, or an MEA representative, with advance permission from the Employer, may enter the Employer's facilities to:

- a) Post official Union notices
- b) Investigate grievances or complaints
- c) Attend Employee-Union meetings

2.8 Association Leave: With the written approval of the Association President, the Association shall be eligible to receive an accumulative total of five (5) leave days per year. The purpose for such leave is to conduct Association business. Each of the leave days five (5) shall be applied for, on the form provided by the Board, at least five (5) working days prior to the date of such leave, or as soon as possible, in cases of unexpected Association business. The leave days shall be granted with pay, and the cost of substitutes, if required at the discretion of the Administration, shall be reimbursed to the Board by the Association.

### **ARTICLE 3**

#### **EMPLOYER RECOGNITION AND RIGHTS**

3.1 The Union recognizes that the Board has the responsibility and the authority to manage and direct all of the operations and activities of the District to the full extent authorized by law and that, except as otherwise modified by a specific term of this Agreement, the Board retains all such rights. These rights, except as so modified herein, include, but are not limited to the right to:

- a) The executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.
- b) Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment or their dismissal or demotion and to the promotion or transfer of all such employees.

- c) Establish levels and courses of instruction, including special programs, and to provide for the athletic, recreational and social events for students, all as deemed necessary and advisable by the Board.
- d) Decide upon the means and methods of instruction, the selection of textbooks, and other teaching materials, and use of teaching aids of all types.
- e) Determine class schedules, hours of instruction and the duties, responsibilities and assignments of employees with respect thereto and with respect to administrative and non-teaching activities.
- f) Determine the number and location of its facilities.
- g) Determine the transfer or subcontracting of work.
- h) Discipline or discharge for just cause. The exercise of the powers, duties and responsibilities of the Board, the adoption of policies, rules and regulations in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

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

#### **ARTICLE 4**

#### **PAYROLL DEDUCTIONS**

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

#### **ARTICLE 5**

#### **NO STRIKE – NO LOCKOUT**

- 5.1 The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sit downs, stoppages of work, boycott, or other unlawful acts that interfere with the Employer's operations and they will take affirmative action to prevent and stop any that occur in disregard of this commitment. Any violation of the foregoing provision shall be subject to discipline, up to and including discharge.

- 5.2 The Employer agrees that so long as this Agreement is in effect there shall be no lockout.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

6.1 **Definitions:**

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

6.2 **Procedures and Timelines:**

**Step One-Verbal Complaint:**

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

**Step Two – Written Grievance to Principal:**

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

**Step Three – Superintendent**

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

with the aggrieved employee, the Union Field Representative and a Unit officer in an effort to resolve the grievance. If not resolved at such meeting, the Superintendent of Schools or designee shall give a written answer to the grievance, in duplicate, within seven (7) working days after the meeting.

#### Step Four – Board

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

#### Step Five – Arbitration

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

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

a) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Union where such discretion has been retained by the Board of the Union; nor shall the arbitrator exercise any responsibility or function of the Board or the Union. The decision of the arbitrator shall be final and binding on both parties. The following matters shall not be the basis of any grievance files under grievance procedure:

- 1) The termination of services or failure to reemploy any probationary instructional assistant.
- 2) The failure of the Board of Education to reemploy any instructional assistant to a non-bargaining unit position.
- 3) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.



- 4) Any matter involving instructional assistant evaluation unless it is a claim of failure to follow established procedure.
- b) The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- c) No decision in any one case shall require a retroactive adjustment in any other case.
- d) The arbitrator shall have no power to establish salary scales.

6.4 **Time Limits:**

The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. Grievances not appealed in writing by the Union within the specified time limits shall be settled on the basis of the Employer's last answer. Grievances not answered by the Employer within the specified time limits shall be considered as automatically appealed to the next step of the grievance procedure.

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

- 6.6 Any Grievance involving the discharge of an employee shall commence at Step 3 of the grievance procedure.

## **ARTICLE 7** **SENIORITY**

- 7.1 Seniority is defined to mean the length of continuous service of an employee with the employer since the day and year of the employee's first day on the job as a member of the bargaining unit. If two (2) or more employees have the same starting date, seniority preference shall be determined by lot.
- 7.2 During the first ninety (90) working days of continuous active employment an employee shall be on probation. There shall be no responsibility to reemploy any probationary employee who is discharged, or otherwise terminated during the probationary period.
- 7.3 The bargaining unit president and the chairperson of the grievance committee shall have top seniority for layoff and recall purposes only.

- 7.4 Seniority shall accumulate until it is broken for one of the following reasons:
- a) If the employee quits or retires.
  - b) If the employee is discharged for cause, and the discharge is not set aside grievance procedure;
  - c) If the employee for any reason, other than sick leave, leave of absence, or layoff, granted by the Employer, is off the active payroll for a period of nine (9) months.
  - d) If an employee works for another employer while on leave of absence unless agreed to in the leave of absence.
  - e) If an employee fails to report for work at the expiration of his/her leave of absence unless a reasonable explanation is given.
- 7.5 The seniority and reemployment rights of any employee who is inducted into the Armed Forces of the United States shall be in accordance with all laws, orders or regulations now in effect or to be in effect in the future governing the same.
- 7.6 Employees transferred from the bargaining unit to excluded classification before or during the term of this Agreement, upon being returned to the bargaining unit, shall have retained but not accumulate their seniority while working in the excluded classification. They shall have no rights under this Agreement while in the excluded classification.
- 7.7 A seniority list shall be published each October, posted on the Staff Resource Drive and a copy furnished to the Union.

## **ARTICLE 8**

### **VACANCIES, PROMOTIONS, AND TRANSFERS**

- 8.1 Two (2) factors shall be considered in selecting employees for promotion or the filling of vacancies on jobs with the bargaining unit:
- a) The job experience and the qualifications of the applicant to perform the requirements of the open job; and
  - b) Preference shall be given to the applicant with the greatest seniority unless on restrictions **or unable to physically perform the job functions determined by a physician at the employer's cost.**
- 8.2 A permanent vacancy is defined to mean any permanent job opening within the bargaining unit which the Employer intends to fill. These Include:
- a) regular part-time positions,
  - b) openings which result from the creation of a new position by the Employer
  - c) permanent openings which result from an employee resignation, discharge, retirement, permanent transfer or death.

d) any other vacancy agreed to as such by the Employer and the Association.

- 8.3 The Employer agrees to post all permanent vacancies via e-mail and Google Form for three (3) full working days (*Posting up before 10:00 am*). Any employee desiring to bid on a posted job shall complete the Google Form sent to staff via work email. The Google Form is embedded in the posting email. Each posting will have its own unique Google Form. Employees who are absent during the posting period shall have no claim to the job unless a submission of the Google Form has been made by the end of the posting period.

While a job is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job.

When the first internal posting is awarded, a new second internal posting may be generated. The second internal posting will go through the same process using the Google Form. When the second internal posting is awarded, a new third internal posting may be generated. The third internal posting will go through the Google Form process. After the third position has been awarded, remaining openings will be filled with displaced employees first and then posted externally.

- 8.4 The Employer reserves the right to make such transfers as may be necessary to fill a temporary vacancy caused by an employee's absence from the job. A temporary vacancy is defined to mean a job to which an employee is transferred for sixty (60) consecutive calendar days or less. After such sixty (60) days, the **position** will be posted as a permanent **vacancy** under Section 8.2. Unless employees volunteer for the temporary transfer, the Board and the Association agree that classrooms need to be covered so a safe environment exists for students and staff. Therefore, staff may be moved into another classroom within their building and these criteria will be followed:
- a) This transfer would be a minimum of a ½ day and a maximum of 1 day for any given transfer
  - b) Employees will be assigned on a rotating basis, among classrooms, dependent upon student to staff ratio for that given day among all classrooms, and specific student needs will be used in considering transfer from classroom.
  - c) These staff transfers are for building specific needs only.
  - d) Original classroom staff will work with the most complex students of the classroom.

- 8.5 An employee who has obtained a new permanent job by the procedure in 8.3 above shall not be eligible to obtain another permanent position for a 6 month period based on the employee's work schedule in which the employee begins work on the job. (The

Basic Year employee months of July/Aug do not count.) Positions obtained after May 30 shall be in effect for the following school year.

- 8.6 In the event an unrequested permanent transfer becomes necessary to maintain instructional assistant-pupil ratios as determined by the Board, comparable per pupil expenditures, or because of declining student enrollment, economic reasons, instructional assistant shortage, program elimination, transfers of programs to other school districts, or consolidation of the school district with one or more other school districts, or for the benefit of students and the school program, the Board reserves the right to make such transfers as it, in its discretion, deems necessary.
- 8.7 If an employee is expected to be absent because of illness or disability for a period of time in excess of six (6) months, the positions shall be posted as follows:
- a) The normal posting process will take place and Section 8.3 and 8.5 shall apply.
  - b) If the employee returns to work after six (6) months due to illness and disability:
    - 1. The employee may exercise his/her bumping rights and displace the least-senior employee in the same job classification, extended or basic, in the building they were part of prior to their leave.
    - 2. The Employee may take any open position or position filled by a long term substitute.
  - c) Any affected employee shall regain his/her right to sign another posting within the fiscal year.
  - d) In the event that the leave of absence begins prior to the start of the second semester and no bargaining unit member applies, the Board shall consider hiring a full-time replacement.
  - e) An employee who is bumped, may then bump the least senior employee in their classification, extended or basic, or Bargaining Unit, provided that employee has the minimum qualifications to do the job.
- 8.8 From time-to-time, an employee who is eligible under the Americans with Disabilities Act or an employee who incurs an injury on the job that prevents him/her from performing the essential functions of the job, may be administratively placed into a less physically demanding position. Such placement may take the form of an administrative switch with a fellow employee in the same job description, but with less stringent physical requirements. In other cases, the accommodations may involve the redistribution of job functions among coworkers in the same room or work area, such accommodations will always be considered on a case-by-case basis and in recognition of certification and qualifications and without regard for precedent.

- 8.9 All Extended year vacancies, July and August, will be posted for five (5) work days prior to the end of the school year in June. Extended year, July and August vacancies, shall have the accrual benefits of a full time Extended year employee, per article 10.2 and 19.3. Extended Year vacancies will be awarded based on:
- a) Current staff in the room
  - b) Seniority of staff who can meet the job requirements
  - c) Extended year vacancies may not be awarded to staff members not available for all summer session days.
- 8.10 Employees may not bid on a room assignment if an immediate family member as defined in Article 10, is a student or an employee in that particular room vacancy except in the case of layoff or other staff reductions.
- 8.11 Employees may not bid on open positions until after their first anniversary based on their seniority date, except in the case of layoff or other staff reductions, or if the open position begins at the beginning of the school year.

## **ARTICLE 9**

### **LAYOFF, RECALL, AND DISPLACEMENT**

- 9.1 When a reduction in the number of instructional assistants occurs within a classroom or department, Seniority shall apply to layoff and recall the following shall take place as follows:
- a) All newly established positions and any position vacant per 8.2, and not scheduled for elimination, shall be posted to all members and filled first.
  - b) The least senior employee(s) in the classroom or department shall be considered 'displaced'.
  - c) The Board of Education will consider the application of any employee who voluntarily requests to be placed on layoff status. Voluntary layoff shall be treated the same as involuntary layoff.
- 9.2 Displaced employees\* within an affected classroom or department shall, in seniority order, obtain positions by the following procedure:
- a) The employee may bump the least senior employee in the same classification (Extended or Basic) who has an equal or greater number of workdays or choose a vacant position if one exists.
  - b) If there are no vacancies and no employees of lower seniority in the same classification to bump, the employee may bump the least senior person in the bargaining unit.

- c) If no vacancies exist and if the displaced employee is the least senior person, that employee shall be laid off.
- d) Employees who are bumped by a displaced employee under the provisions above, shall also have the right to start the bumping procedure again.
- e) Employees who obtain a position through the bumping procedure, shall not be subject to the transfer limitations defined in Article 9.5.

\*The displaced employee shall not be required to select a vacancy or position that does not provide work for an equal number of hours per day and days per year.

9.3 The administration shall call meetings for all the employees affected by the reduction in the number of instructional assistants including those employees with less seniority than the most senior person laid off. At these meetings transfers shall be made in accordance with above mentioned provisions.

9.4 **Recall:**

- a) Employees shall be recalled in order of their seniority, with the most senior employee recalled first, provided the recalled employee has the minimum qualifications to do the job, New hires will not be made until all bargaining unit members, who have the minimum qualifications, have been recalled.
- b) If an employee, upon proper notification of recall from layoff, fails to accept the recall within three (3) work days of his/her desire to return to work and/or fails to return to work within ten (10) work days following notification, then that employee shall lose all rights to that position and to future recalls. Notification to employees by certified mail delivered to the last address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his/her proper address on record with the Employer. The employer may fill the position on a temporary basis until the recalled employee reports to work within the ten (10) work day period.

9.5 A laid-off full-time employee may refuse recall to a position of less time than the normal workday/workweek without loss of recall rights for up to two (2) years from the date of layoff. If a laid-off full time employee accepts recall to a position of less than a normal work day / work week / work year, he/she shall remain eligible to be recalled to a full time position.

## **ARTICLE 10**

### **LEAVES OF ABSENCE**

- 10.1 Leaves shall be classified according to two (2) basic principles:
- a) Those granted with pay, and
  - b) Those granted without pay.

## 10.2 Leaves Granted with Pay

### a) Sick Days and Conditions

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

Basic Year (Traditional School Year)	8
Extended Year (July and August)	9
Full Year (260 paid days)	12

Sick leave days may be used in quarter day increments when the employee must be absent because of illness or disability to himself/herself or to care for an ill family member. In the event of a serious illness or disability of the employee or family member's care, he/she shall use the Family Medical Leave Act (FMLA). Sick leave days may be used as follows:

- 1) Employee Illness/Disability: Notice of illness or disability must be given to the employee's immediate supervisor at the earliest possible time and no later than 7:00 a.m. the morning of the absence through the Employer's designated system. After 7:00 a.m. a call to the school office is needed.
- 2) Family Member Illness/Disability: Notice of illness or disability must be given to the employee's immediate supervisor at the earliest possible time. and no later than 7:00 a.m. the morning of the absence through the Employer's designated system. After 7:00 a.m. a call to the school office is needed.
- 3) In the event of a serious illness or disability of the employee or family member, he/she shall use the Family Medical Leave Act (FMLA). A leave of absence form shall be generated by the employee. The employee shall contact the building office on the third consecutive day of absence. A doctor's statement substantiating the employee's or family members illness or disability and the ability to resume his/her duties may be required after three (3) consecutive days of absence or as needed.
- 4) At the end of each fiscal year, all unused sick leave days, in units of one-quarter ( $\frac{1}{4}$ ) day, or more, will be transferred and added to the accumulated "sick leave bank" for each employee.
- 5) Quarter day leave shall only be used in the first and last quarter of the day, not including lunch. The employee will notify the building supervisor and office assistant. The employee will use the absence system to track the time. Staff may not take quarter days if they are out of sick and personal time. The times for the quarter day usage are these set times:  
Morning 7:45-9:30 am for Craig and 8:00-9:45 am for Wesley and LLC.  
Afternoon 1:30-3:15 pm for Craig and 1:45-3:30 pm for Wesley and LLC

b) Personal Business and Conditions

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

Basic Year	4
Extended Year	5
Full Year	5

- 1) Personal Business days may be used in quarter day increments when the employee must be absent due to personal business that cannot be taken care of before or after contracted hours.
- 2) An employee desiring to use Personal Business days shall submit a request via the Employer's designated system. A leave of absence shall be completed five (5) days in advance of the anticipated leave except in cases of emergency; in such cases, the employee shall apply as soon as possible.
- 3) It is understood that Personal Leave shall not be granted for the first or last day of the school year; nor the first working day preceding or following winter break, spring break and summer break. (Exceptions may be granted at the supervisors discretion but are not limited to: the first or last day of the school year or the work day preceding or following a vacation period, graduation exercises for the employee, spouse, son, or daughter; honors convocation honoring the teacher, and/or military departure of a son or daughter and/or death of a friend or associate.)
- 4) More than three (3) Personal Business days used in consecutive order will need to be approved by school administration.
- 5) At the end of each fiscal year, all unused sick leave days, in units of one-quarter ( $\frac{1}{4}$ ) day, or more, will be transferred and added to the accumulated "sick leave bank" for each employee.
- 6) Quarter day leave shall only be used in the first and last quarter of the day, not including lunch. The employee will notify the building supervisor and office assistant. The employee will use the absence system to track the time. Staff may not take quarter days if they are out of sick and personal time. The times for the quarter day usage are these set times:  
Morning 7:45-9:30 am for Craig and 8:00-9:45 am for Wesley and LLC.  
Afternoon 1:30-3:15 pm for Craig and 1:45-3:30 pm for Wesley and LLC.

c) Other Leave – Non-Sick or Personal

- 1) An employee desiring to use a leave day for reasons other than illness/disability leave or personal business leave shall submit a request on the District Leave of Absence form in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the immediate supervisor and sent to Human Resources for approval.
- 2) It is understood that such leave shall not be granted for the first or last day of the school year; nor the first working day preceding or following a school break period. (MLK is not a break)



- 3) Exceptions such as graduation exercises for the employee, spouse, son, or daughter; honors convocation honoring the teacher, and/or military departure of a son or daughter and/or death of a friend or associate. Other exceptions may exist, and all require prior approval
- 4) An employee desiring to use a leave for reasons other than for illness/disability shall submit a request via the Employee Designated system. An employee request of any extended non-medical leave beyond three (3) days must be approved by the employee's supervisor and may be denied if the leave places undue hardship on the classroom or program.
- 5) A leave of absence form shall be completed five (5) days in advance of the anticipated leave except in cases of emergency; in such cases, the employee shall apply as soon as possible.
- 6) Unpaid days off are not formally approved days. Staff members who have exhausted all paid leave and use sick time as unpaid days will:
  - a. Meet with their supervisor upon return from their first unpaid day
  - b. Meet with supervisor and Human Resources after three (3) unpaid days
  - c. Meet with Human Resources to determine employment status after five (5) unpaid days. Staff members may be terminated from employment if there are not approved underlying circumstances for absences.
  - d. FMLA and approved extended leave situations will not count against the accrued time used for the current school year.

d) Bereavement and Funeral Leave:

It is understood that bereavement and funeral leave is granted to enable the employee to attend to the personal needs of the family and to fulfill responsibilities that occur as a result of the death of a relative. The days are not vacation days nor are they cumulative.

1) Immediate Family:

Absence with pay of not more than five (5) work days shall be granted to a full-time employee whenever a death occurs in the immediate family. Immediate family is the employee's mother, father, sister, brother, spouse, sister-in-law, brother-in-law, son-in-law, daughter-in-law, child, grandchild, step-parent, parent-in-law, step-child, or other long-term resident of the home. Such days shall not be charged against leave.

2) Close Family:

Absence with pay of not more than three (3) work days shall be granted to a full-time employee whenever a death occurs regarding the following relatives: grandparent, step brother, or step-sister. Such days shall not be charged against leave.

3) Other Relative:

Absence with pay from work shall not exceed one (1) work day and shall be granted for relatives to include: uncle, aunt, niece, nephew, first cousin or grandparent-in-law. This day shall not be charged against leave.

4) Exceptions:

Exceptions to above for good and valid reasons such as travel time, direct care relationship to relative or other, will be made only at the discretion of the Superintendent or the Superintendent's designee. Absences with pay of not more than (3) work days will be granted for a death of a person not listed above after consultation with the Superintendent or designee.

e) Worker's Compensation:

If an employee is absent because of illness or injury which is compensable under the Workers' Compensation Law, she/he may elect to use accumulated sick leave to supplement Worker's Compensation benefits. In no case can the combination of sick leave and Workers' Compensation exceed the employee's regular daily rate of pay. In order to exercise this option, the employee shall submit a signed request to the board. Upon exhaustion of accumulated sick leave, the employee shall receive only the amount provided by the Michigan Workers' Disability Compensation Act.

f) Injury Days:

1. On July 1 of each school year, each bargaining unit employee shall be credited with four (4) injury days. Such days may be used only when an employee must be absent due to being injured on the job as a result of the behavior of or interaction with a student. Notice of such disability must be logged on the employee self-service portals. The employee shall immediately seek medical treatment from the designated workplace medical care provider and provide a doctor's statement substantiating the employee's disability and the ability to resume his/her duties. The four (4) injury days will be prorated for employees hired after July 1 of a school year.
2. An employee who is injured on the job as the result of the behavior of or interaction with a student and must be absent shall be compensated for up to four (4) days per school year at his/her regular rate of pay for each such INJURY day utilized. However, should the employee be eligible for and receive Workers' Compensation benefits for any such day, the employer shall have the right to reimbursement, by adjustment or withholding of pay, without the signed authorization of the employees, or any sums paid by the Employer pursuant to this paragraph. Upon reimbursement, by adjustment or withholding, the injury day will be reinstated to the employee and the employee's compensation for the reinstatement day shall be per Article 10.

g) Vacation Days:

Full year staff (260 days) will receive paid vacation based on MAISD paid vacation schedule. This is based on years of service with the District.

0-5 years = 12 days  
6-10 years = 15 days  
11+ = 20 days

### 10.3 Leaves Without Pay: Not FMLA Eligible

#### a) General Provisions:

- 1) Unpaid leaves of absence shall be without pay or fringe benefits. Experience credit and sick leave shall not be accumulative if in excess of 30 calendar days. Upon return from an authorized unpaid leave of absence the employee shall be restored to the same position on the salary schedule when he/she left and be entitled to other accrued benefits earned prior to said leave.
- 2) During the period of an unpaid leave of absence, the employee's insurance benefits shall cease at the end of the month the employee first went on leave. All health care co-insurance must be paid up front prior to the benefits continuing after the leave.
- 3) Military Leave (non-FMLA) A military leave of absence shall be granted to any employee required to report for military duty in the Armed Forces of the United States.

#### b) Education Leave:

Such leaves of absence may, at the discretion of the Superintendent or designee, be granted for up to one (1) year. Applications for an Education Leave shall set forth the name, date, applicant's signature, the reason for request, and the dates by which the applicant wishes to commence and terminate the leave. Upon request the leave may be renewed at the discretion of the MAISD Board, but in no case may it exceed two (2) years. Purpose for Education Leave shall include the following:

- 1) Study related to the employee's Education related program of study
- 2) Study to meet eligibility requirements for State certification and/or endorsement.
- 3) Study that would be of advantage to the school system.

The following Education Leave provisions shall apply:

- 1) The leave shall be without pay and fringe benefits. Experience credit shall be retained. Upon return from leave, the employee shall be restored to the same step on the salary schedule as when he/she left.
- 2) Sick leave shall be retained and credited upon the employee's return.
- 3) The employee shall, upon return, be entitled to other accrued benefits earned prior to said leave.
- 4) The employee shall be responsible to notify the Superintendent in writing at least thirty (30) calendar days prior to expiration of said leave of the intent to return to work or the wish to have an extension of the leave.

Failure of an individual to provide such timely notice shall be deemed a violation of the provision and may result in the loss of an employee's right to an immediate assignment to the former position or a like position.

- 5) Positions that are vacant due to an Education Leave shall be posted per the provision of Article 8.6.
- 6) Employees returning from an Education Leave which did not exceed one (1) year shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position within the same program. Should the employee's Education Leave exceed one (1) year, he/she will, upon return, be assigned to a position of a like nature within his/her previous program for which the employee is qualified to fill and has the necessary seniority to secure.
- 7) Acceptance of full-time employment without approval of the Board terminates the leave.

c) Parental Leave:

- 1) Parental leave, without pay, is available to all employees for a period not to exceed one (1) year, renewal for one (1) additional year at the discretion of the Board, but in no case to exceed two (2) years.
- 2) Employees shall be entitled, upon written request, to a parental leave of absence to commence at the end of the disability due to childbirth. A request for leave shall include the beginning and the ending dates of the leave and must be submitted to the Superintendent sixty (60) days prior to the start of the leave.
- 3) Employees returning from a parental leave for a period which did not exceed one (1) year, shall be given his/her former position. If the former position no longer exists, the employee will be assigned an equivalent position within the same program. Should the employee's parental leave exceed one (1) year, he/she will, upon return, be assigned to a position of a like nature within the same program for which the employee is certified to fill and has the necessary seniority to secure.
- 4) An employee who is granted a parental leave of absence, pursuant to this section, shall be responsible to notify the Superintendent at least thirty (30) calendar days prior to the expiration date of said leave of the ability to return to work or the wish to have an extension of the leave. Failure of an individual to provide such timely notice shall be deemed a violation of the provision and may result in the loss of the employee's right to an immediate assignment as specified in this section.
- 5) Failure to return from parental leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

d) Extended Unpaid Leave:

Employees may make an application to the district for an unpaid leave of absence not to exceed one (1) year. Applications for such leaves shall set forth the following minimal information:

- 1) Name, date, applicant's signature.
  - 2) Nature of request.
  - 3) Reason for the request and any additional data or documentation the employee believes will bear on the merits of the requested leave of absence.
  - 4) Dates Applicant desires to commence and terminate the leave of absence.
- Upon receipt of proper application, the district will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence shall be discretionary with the Superintendent of Schools, however, within ten (10) days after receipt of proper application the Superintendent will render a decision to the applicant regarding the same.

## **ARTICLE 11**

### **SAFETY AND HEALTH**

- 11.1 An employee may be required, with cause, to submit X-rays, tests, screenings, or physical examination by a physician selected by the Employer at any time with cause. The Employer will pay the full costs for X-rays, tests, health screenings and physical examinations.
- 11.2 Employees shall report all injuries sustained during working hours to the employee's immediate supervisor within a twenty-four (24) hour period.
- 11.3 All employees shall observe all safety rules established by the Employer and shall use all safety equipment and protective devices required by the Employer. Failure to observe safety rules or use safety equipment or devices will result in discipline up to and including discharge.
- 11.4 The Board shall reimburse the employee for damage to clothing or items such as eye glasses, dentures, hearing aids, etc. when caused by a student's actions, a dollar figure equivalent to the current value of the item(s), recognizing usual wear and tear, age of item, etc.
- 11.5 The employee's immediate supervisor will be the teacher to whom the instructional assistant is assigned.

## **ARTICLE 12**

### **GENERAL**

- 12.1 There shall be no limitation on the right of the school district to subcontract or purchase any or all work processes or services and there shall be no limitation on the right of non-bargaining unit employees to perform bargaining unit work.
- 12.2 The Employer and the Union agree that neither shall discriminate against any job applicant or employee because of race, color, religion, sex, national origin, height, weight, marital status, handicap, or age, pursuant to applicable Federal and/or State laws.
- 12.3 **Freedom of Information Act (FOIA) Request:**  
If a FOIA request is made for information regarding any bargaining unit member in the district or any bargaining unit information, the Board of Education or administrator representing the Board shall.
- a) Notify the affected employee(s) who is subject to an individual FOIA request of such request and identify the requester.
  - b) Notify the Association President of any FOIA request for bargaining unit information and identify the requester.

## **ARTICLE 13**

### **EVALUATION**

- 13.1 **Observation:**  
An observation is a visit by an administrator designated for such purposes to the employee's place of performance for the purpose of observing work performance and/or gathering pertinent information.
- 13.2 **Evaluation:**  
An evaluation is a formal written record, signed by the employee's teacher or an administrator designated for such purpose which is placed in the employee's official personnel file. An evaluation shall be done annually on each employee.
- 13.3 **Performance:**  
All observation of the employee's job performance by an administrator shall be conducted openly.

13.4 **Final Evaluation:**

A final written evaluation of the job performance of each employee will be completed by the employee's teacher or an administrator designated for such purpose. The evaluation may contain relevant information from the teacher's assessment of the employee's performance, or designated administrator's observation, employment records and other appropriate sources. The evaluation will be reviewed by the employee's supervisor(s) and the employee. Upon completion of the review, both the employee's supervisor(s) and the employee shall sign the evaluation. Such signature on the part of the employee shall acknowledge receipt of said evaluation only. A copy will be given to the employee and a copy is to be placed in the employee's official personnel file.

13.5 **Evaluation Form:**

Each employee's evaluation shall include the statement: "Considering all factors, employment performance of this employee is: Highly Effective, Effective, Minimally Effective, Ineffective (check one).

In the event Minimally Effective or Ineffective is checked, the area(s) of unsatisfactory employment performance will be identified by the employee's designated teacher or administrator. If the employee disagrees with that segment of the evaluation, he/she may attach a written statement which shall at the employee's request be attached to the evaluation.

13.6 **Complaints:**

No material arising from a complaint against an employee will be placed in the personnel file nor become part of an evaluation unless the employee has been apprised of the complaint or reviewed the material. The employee may submit a written response to the complaint if it is entered into the personnel file.

## **ARTICLE 14** **WORKING HOURS, SCHEDULES, AND OVERTIME**

The following shall apply to full-time employees, and where applicable, to part-time employees, except for such changes and deviations which may be necessary due to operational or functional requirements of the school program.

14.1 The normal workday for an instructional assistant shall be seven (7) hours.

14.2 The normal workweek for instructional assistants shall be five (5) consecutive days, except that these days/hours may vary in the summertime. Supervisors and other members of the administrative staff shall be free to schedule reasonable activities, such as: parent-teacher conferences, curriculum meetings,

in-service programs, building meetings, etc., following the dismissal of school, even though such meetings may extend beyond the customary leaving time of instructional assistants. Attendance shall thereby become mandatory within the framework of the thirty-five (35) hour week.

- 14.3 The following schedule reflects the maximum number of days for the Extended School Year and Basic School Year. Some positions will have fewer days based upon particular student requirements.

The Extended School Year shall consist of any days in excess of Basic School Year listed in the chart below.

Year	Work Days	Paid Holidays	Total Paid Days
Full Year	249.5	10.5	260
Extended	200.5	10.5	211
Basic	184.5	9.5	194

- 14.4 Employees shall be accorded two (2) fifteen (15) minute rest periods during the normal workday. The time of such breaks shall usually be near the midpoint of each half of the shift. Employees shall be accorded a thirty (30) minute, unpaid lunch period during the normal workday. The time of such lunch period shall generally be near the midpoint of the day. The exact time of rest and lunch periods shall be determined by the employee's supervisor considering the needs of students and each employee's particular work assignment. On Fridays and days preceding paid holidays (Article 19), employees may elect to work through lunch, resulting in a 30 minute early dismissal.

14.5 School Cancellations:

In the event that school is canceled because of inclement weather, loss of heat or electricity, health/safety concerns or any other reason, any employee who is not required by the Board to work shall receive pay for his/her regular workday. Any day of pupil instruction that needs to be rescheduled by the Board, to ensure that the minimum number of days are met in order to qualify for state aid or to meet mandated instructional time requirements, shall not be a paid day of instruction if already paid.

14.6 Overtime Shall be Paid as Follows:

- Time and one-half (1-1/2Xs) the employee's straight hourly rate will be paid to all employees for each hour worked beyond forty (40) hours in a workweek.
- Two times (2Xs) the employee's straight hourly rate will be paid for hours worked on designated holidays as recognized in Article 19 of this Agreement.



**ARTICLE 15**  
**RETIREMENT**

- 15.1 Employees who have completed ten (10) years or more of employment with the Employer, who retire under the Michigan Public School Employees Retirement System shall, upon retirement, be paid at the employee's hourly rate at the time of retirement, not to exceed \$150 per day for the first sixty-five (65) days of accrued, but unused, sick leave. For days of accrued, but unused, sick leave from sixty-six (66) days up to ninety (90) days, the employee shall be paid their half-hourly rate at the time of retirement not to exceed \$62.50 per day. These funds shall be placed into a 403b.

**ARTICLE 16**  
**TOTAL AGREEMENT**

- 16.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifying waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 17**  
**COMPENSATION**

- 17.1 The salaries of employees covered by this Agreement are set forth in the salary schedule, Appendix A and B, which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- 17.2 Every employee shall be placed on the salary schedule.

- 17.3 Upon initial employment offer each candidate must demonstrate qualifications for the position of an instructional assistant/paraprofessional. These candidates must meet all MDE guidelines for the MAISD programs to be placed on Step 1 of the salary schedule. The Administration may evaluate further experience and/or training to advance initial placement up to and including step seven (7) on the salary schedule. Placement beyond Step 7 will require consensus from the Association. Former employees who return to the bargaining unit will be granted step credit equal to their previous bargaining unit employment.
- 17.4 Individuals demonstrating suitable work in an accredited institution may be advanced one (1) step when sixty (60) semester hours (Associates Degree) of credit have been granted and a transcript from the institution is provided. Employees completing a Bachelor's Degree from an accredited institution within the educational related fields may be advanced one (1) additional step.
- 17.5 An employee operating his/her own car shall be reimbursed for actual mileage traveled in performance of regular assigned duties at the rate provided from time to time by the Internal Revenue Service. Such reimbursement shall not include mileage between residence and place of employment and return.
- 17.6 All IA Employees shall be paid by electronic deposit and will be paid on the Basic Year pay spread. Employees will choose either 21/22 or 26/27 pay periods. This choice will be made prior to the first pay of the new school year. This decision cannot be changed during the year.
- Extended year staff and summer subs will be paid on their summer hours worked per time card system.
- 17.7 Compensation in connection with special programs (i.e Headstart, Title I, and so forth) performed outside the regular school year are not covered by the Agreement.
- 17.8 Other Work:
- a) Bargaining unit members performing work as substitute office assistants shall receive their regular rate of pay.
  - b) Employees that volunteer to work as substitute teachers (teacher of record for the day) shall receive their regular rate of pay plus an additional \$80 per day. (time card) Bargaining unit members in the classroom needing the substitute teacher shall be offered the position first based on rotating seniority. If the teacher substitute assignment is considered long term, beyond 5 days, the Board will determine the most qualified internal or external staff member to be the Teacher In Charge due to qualifications. To receive the teacher sub rate the employee must meet all current MDE substitute criteria. \$40 will be provided for a half day substitute assignment.

- c) In order for the IA to substitute as the teacher, they cannot be on a plan assistance
  - d) Employees who volunteer to work as the **Lead IA for a specific day, shall receive their regular rate of pay plus an additional \$40 per day (time card)**. Bargaining unit members in the classroom needing the lead IA shall be offered the position first based on rotating seniority. \$20 will be provided for a half day Lead assignment
- 17.9 Employees wishing to substitute during the July and August extended year program will let their school office know by Memorial Day. The school office will attempt to place current staff members first, by seniority. The sub system will be used on day-of absences.
- 17.10 The Employer shall pay for the cost of subsequent renewal of licensure over a standard driver's license and water safety instruction certification required for a bargaining unit member to perform his/her job or position.
- 17.11 The Board shall also make payroll deductions after being furnished proper written authorization from the employees for insurance, credit union, and other plans or programs approved by the Board.
- 17.12 All IA staff in MAISD Center Based Programs will be paid a yearly retention payment. Half is paid in January and half is paid in June, based on the table below. Staff members who permanently leave prior to January, not returning from winter break, will not receive payment. Staff members who permanently leave prior to June, summer break, but after December, winter break, will not receive the second half payment.
- Full year (260) paid days = \$1,350 per year (\$675/\$675)
  - Extended year (211 paid days) = \$1,100 per year (\$550/\$550)
  - Basic year (194 paid days) = \$1,000 per year (\$500/\$500)

## **ARTICLE 18**

### **INSURANCE**

- 18.1 Group Hospital-Medical Insurance:  
The Center Based IA group will remain with the current medical plans for the length of the contract. The Board shall provide no less than three medical plan options per medical plan year.
- a) Effective July 1, 2024 and for the duration of the agreement. The Board shall pay the maximum payment permitted ( hard cap) by law for the duration of the contract. The employee shall be responsible for any costs exceeding the Board

limits. These health care deductions will be taken over two (2) pay periods per month. For staff choosing 21/22 pay periods, the July and August employee cost share will be equally deducted between January and June pay periods.

- b) For employees not electing health insurance, they will receive a cash-in-lieu of health insurance contribution of \$400 per month in accordance with the Affordable Care Act. (Effective January, 2025.) Staff members not providing approved documentation for cash-in-lieu must choose a health plan.
- c) In addition, the Board will pay for the cost for these ancillary benefits:
  - 1. NIS (National) Negotiated Life at \$35,000 with AD&D MESSA Delta Dental Plan (80/80/80 - \$1300)
  - 2. MESSA Vision VSP – 2
- d) Open Enrollment will occur in October or November of each school year. The plan year shall be implemented on January 1. The Association and Board will determine the plan options for the bargaining unit members to select.

18.2 Open Enrollment:

The Board of Education makes this insurance available to each full-time employee. Completing open enrollment will be the expressed obligation of the employee, and no liability will be placed upon the Board of Education if this is not done. Staff failing to complete the District open enrollment process will forfeit their cash-in-lieu payment for the next benefit year.

18.3 Benefit Termination:

An employee completing the contractual school year shall be entitled to twelve (12) months of insurance coverage. The Extended Year is July 1 to June 30. The Basic Year is September 1 to August 31. If employment is ended prior to the completion of the contractual school year:

- a) If the employee has a voluntary resignation, benefits will cease the following Sunday at Midnight.
- b) If the employee formally retires with the Office of Retirement services, benefits will cease at the end of the month prior to retirement. The employee must pay all coinsurance fees prior to retirement.
- c) If the employee is terminated by the MAISD, benefits will cease the following Sunday at Midnight.
- d) If the employee takes an unpaid Leave of Absence, non FMLA, insurance coverage shall terminate upon the commencement of the leave. The employee must pay all coinsurance fees prior to the first day of the leave.
- e) For the above (a-d), the employee must pay their premium contribution, and the district shall reimburse any overpayment.

- 18.4 In the event of an employee's extended certified disability, the above-mentioned benefits shall continue for a period not to exceed the existing month plus 30 calendar days beyond the exhaustion of FMLA. The employee coinsurance must be paid prior

to the start of the 30 calendar day extension. Such benefit shall only be available one (1) time during any twelve (12) month rolling calendar.

## **ARTICLE 19**

### **PAID HOLIDAYS**

- 19.1 The following holidays will be paid at the regular rate of pay providing these days fall within the calendar established by the Board of Education for Extended School Year and Basic School Year Programs, respectively:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- Half Day Floating Holiday per established Calendar (P.M.)
- Memorial Day

- 19.2 In order to be eligible for holiday pay, the employee must have been paid the last scheduled workday prior to the holiday, and the first scheduled workday after the holiday.
- 19.3 Extended School Year employees will be compensated for the 4<sup>th</sup> of July at their regular rate of pay.

## **ARTICLE 20**

### **DR. MARTIN LUTHER KING JR.'S BIRTHDAY**

- 20.1 The Board and the Association agree that special efforts shall be made to provide appropriate recognition of Dr. Martin Luther King Jr.'s Birthday at the school setting and that it is to be celebrated with students and staff, accordingly.

**ARTICLE 21**  
**VALIDITY**

- 21.1 In the event an Article or Section of this Agreement shall become invalid due to a change in laws, such change shall not affect the remaining portion of this Agreement.
- 21.2 In the event of such change in law(s), the Employer and the Union shall, within thirty (30) days, schedule a conference to renegotiate such Article or Section that has become invalid.

**ARTICLE 22**  
**OPERATING DISTRICT-OWNED VEHICLES**

- 22.1 Employees will be trained in pre-trip procedures.
- 22.2 Employees will not be required to perform maintenance on vehicles or to take vehicles in for oil changes, car washes, etc.
- 22.3 The Employer will establish a procedure for employees to follow in the event of mechanical difficulties/breakdown or an emergency situation.
- 22.4 In the event an employee feels that driving conditions are too hazardous on a day that students are to be transported, the employee shall advise his/her supervisor. The Supervisor shall make the final decision to transport students.
- 22.5 Employees will not be held responsible or disciplined for accidental damage to vehicles.
- 22.6 If an employee's license is suspended or revoked, he/she must report it to the administration the next working day. If an employee officially obtains 6 points on their license, he/she must report it to administration within five (5) work days and shall no longer be eligible to transport students using district vehicles.
- 22.7 For the purpose of this language, working days shall mean days that Center Based Schools are in session.

**ARTICLE 23**  
**TERM OF AGREEMENT**

This Agreement shall cover the period from July 1, 2024 - June 30, 2026. In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above mentioned.

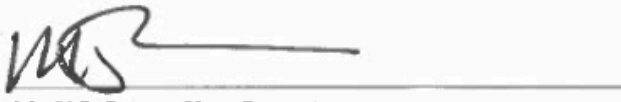
**Muskegon Area Intermediate Paraprofessional Association**

  
MAIPA Association President

  
Negotiations Representative

**Muskegon Area Intermediate School District Board**

  
MAISD Board President

  
MAISD Board Vice President

  
MAISD Board Secretary

  
MAISD Board Treasurer

  
MAISD Board Trustee

**APPENDIX A**  
**WAGE SCALE**

For 2024-2025

Each value step will be increased by 3% on scale and employed staff will move to the next value step. Staff on a half-step will move to the next whole step. Step 12 will be added for 2024-2025. Those moving to the new Step 12 and are in longevity pay, will move to the next longevity amount or \$3100.

For 2025-2026:

Step one is removed and Step 2 through 12 move down to make the new Step 1 through 11. A new Step 12 is added. Staff move to the next Step in 2025-26.

Step	2023-24	2024-25 3%	2025-26 New Values
1	\$14.3476	\$14.78	\$15.74
2	\$15.2767	\$15.74	\$16.69
3	\$16.2058	\$16.69	\$17.68
4	\$17.1665	\$17.68	\$18.71
5	\$18.1695	\$18.71	\$19.60
6	\$19.0246	\$19.60	\$20.64
7	\$20.0381	\$20.64	\$21.61
8	\$20.9778	\$21.61	\$22.41
9	\$21.7590	\$22.41	\$23.21
10	\$22.5297	\$23.21	\$23.74
11	\$23.0478	\$23.74	\$24.33
12		<b>\$24.33</b>	\$25.30



**APPENDIX B MERIT LONGEVITY PAY**  
**INSTRUCTIONAL ASSISTANTS**

Staff reaching Step 13 will begin merit longevity pay.

- Staff already in merit longevity pay will move to the next value step for each year of the current contract with Step 12 changing each year.
- Staff currently on Step 11 for the first time in 2023-24 will move to Step 12 in 2024-25. They will not receive longevity pay until 2025-26 after their first year at Step 12.
- Current Staff at steps 35-41 will continue to receive \$3100 for the duration of this contract.
  - a) The scheduled increases are dependent upon satisfactory performance of work in the Intermediate School District. Such satisfactory performance to be approved through the supervisory reports of the administration and Board of Education.
  - b) Merit longevity is computed by adding the following amounts to the top of the appropriate salary schedule.

Step	Amount	Step	Amount
13	\$ 850.00	23	\$ 2,260.00
14	\$ 960.00	24	\$ 2,360.00
15	\$ 1,200.00	25	\$ 2,520.00
16	\$ 1,310.00	26	\$ 2,620.00
17	\$ 1,440.00	27	\$ 2,750.00
18	\$ 1,550.00	28	\$ 2,850.00
19	\$ 1,670.00	29	\$ 2,950.00
20	\$ 1,900.00	30	\$ 3,050.00
21	\$ 2,000.00	31+	\$ 3,100.00
22	\$ 2,100.00		