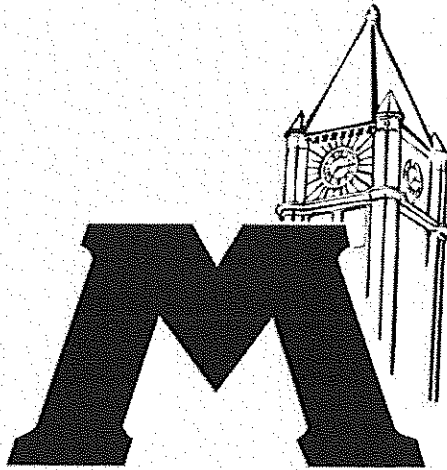


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**AGREEMENT
BETWEEN THE
MUSKEGON BOARD OF EDUCATION
AND THE
MUSKEGON CITY TEACHERS' EDUCATION ASSOCIATION**



July 1, 2008 – June 30, 2010

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TABLE OF CONTENTS

	Page
Article 1 - Recognition	1
Article 2 - Professional Dues, Fees, and Payroll Deductions	2-3
Article 3 - Teacher Rights	4-5
• Use of Buildings	
• School Communication Services	
• Information available to Association	
• Notification of Association Officers	
Article 4 - Professional Compensation	6-7
• Information regarding salary schedules, longevity, early retirement, and co-curricular pay	
• Benefits for full and half-time teachers	
• Credit for service outside the school system	
• Advancement under salary schedule for degree changes	
• Mileage rate	
• Substituting during prep and duty	
Article 5 - Teaching Hours and Loads	8-16
• Elementary and Secondary hours	
• Lunch Periods	
• Departure Time	
• Parent-Teacher Conferences	
• Meetings	
• IEPTs	
• Other Meetings	
• Planning Time	
• Teaching Load Variations for Innovative Programs	
• Lesson Plans	
• Assignment of Student Teachers	
• Itinerant Teachers	
• Libraries	
• Extended Work Year	
• MCEC	
Article 6 - Assignments	17-20
• Displacement	
• District-Wide Units	
• Secondary Duty Assignments	
• Secondary Instructional Preps	
Article 7 - Seniority	21-22
• Seniority List	
• Protected Positions	
Article 8 - Vacancies, Transfers and Job Selection	23-28
• Job Selection Meeting	
• Involuntary Transfer	
• Interview Positions	

Article 9 - Layoff and Recall	29-31
• Notifications	
• Rights of Laid Off Teachers	
• Recall Procedures	
Article 10 - Teaching and Working Conditions	32-34
• Facilities/Equipment/Supplies	
• Clerks, Collecting Money, Vending Machines	
• Out of School Activities	
• Medication	
• Calendar Changes	
• Grade and Attendance Reporting Procedures	
Article 11 - Class Size	35-38
• Elementary, Secondary, and Special Education	
• Assignment of Special Education Students	
• Team Teaching	
Article 12 - Professional Qualifications	39-40
• Certification Requirements	
• Assignment of Mentor Teachers	
• Hiring Practices	
Article 13 - Paid Leaves of Absence	41-45
• Sick Leave	
• Leave (Illness, Disability, Injury and/or Death in Immediate Family)	
• Jury Duty	
• Teacher Professional Improvement Day	
• Adult Education – Paid and Unpaid Leaves	
• Jewish Holidays	
Article 14 - Other Leaves of Absence	46-47
• Granted Leaves of Absence	
• Parental Leave	
• Personal Leave	
• Military Leave	
Article 15 - Teacher Evaluation	48-52
• Teacher Evaluation Committee	
• Teacher Evaluation	
Article 16 - Teacher Discipline	53-54
• Just Cause	
• Representation	
• Progressive Discipline	
Article 17 - Protection of Teachers	55-57
• Support and Assistance	
• Referral of Students	
• Legal Assistance to the Teacher	
• Reimbursement for Loss	
• Resignation Revocation	

Article 18 - Negotiation Procedures	58
Article 19 - Grievance Procedure and Arbitration	59-61
Article 20 - Inclement Weather	62-63
Article 21 - Insurance Protection	64-66
Article 22 - Instructional Council and Professional Study Committees	67-68
Article 23 - Miscellaneous Provisions	69
• Substitute Teacher Availability	
• Code of Ethics	
• Student Code of Conduct	
• Job Descriptions	
Article 24 - Management Rights	70
Article 25 - Non-Discrimination	71
Article 26 - Definitions	72-73
Article 27 - Duration of Agreement / Entire Agreement Clause	74
Salary Schedules – Tables I-A & I-B	75-77
Co-Curricular Schedules, Tables II and III.....	78-79
Longevity, Table IV	80
Letters of Agreement.....	81-97
Calendars	98-

ARTICLE 1

Recognition

- 1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified or professional personnel employed half-time or more. For the purpose of this Article, half-time shall be defined as fifteen (15) hours in the job assignment, plus an additional two and one-half (2 ½) hours devoted to preparation per week, or teaching a number of hours equivalent to a full one-half (½) day session. Such representation shall include the attendance officer and special education intern teachers, but exclude the following full or half-time personnel. No more than six (6) one-half (½) time administrative positions coupled with teaching assignments will be created.
- A. Superintendent, assistant superintendents, managers, directors, assistant directors, coordinators, supervisors, principals, assistant principals and administrative assistants.
 - B. Professional or certified persons employed as teacher aides, paraprofessionals, clerks, or in other nonprofessional capacities.
 - C. Non-degreed teachers or degreed teachers assigned as vocational instructors at MCEC.
 - D. Substitutes.
 - E. Summer employment in a professional capacity, including driver education and summer school.
- 1.2 The term "teacher" or "teachers" as used in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as defined above.
- 1.3 The terms "Board" and "Association" shall include officers, representatives and agents. Despite reference herein to "Board" and "Association" as such, each party reserves the right to act hereunder by committee, individual member or designated representative(s).
- 1.4 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement and so long as the Association shall remain the exclusive bargaining representative for all professionally certified personnel.

ARTICLE 2

Professional Dues, Fees, and Payroll Deductions

- 2.1 Within thirty (30) days of the beginning of employment, the Association shall deliver to the Board dues assignments signed by the teacher including National Education Association (NEA), Michigan Education Association (MEA), and the Association. Such sums shall be deducted from the regular salaries of all consenting teachers; said deductions to be made for nine (9) consecutive months each year and remitted to the Association. The number of monthly deductions to be made and the fraction of the dues to be paid each month shall be changed if the Association requests a change prior to October 7.
- 2.2 Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an authorization for deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-ninth of such dues, assessments and contributions from the regular salary check of the teacher each month for nine (9) months, beginning in October and ending in June of each year and then deliver the collected amount to the Association within 48 hours. Any member who does not wish to utilize payroll deductions shall deliver to the Board the full amount (lump sum) no later than five (5) work days prior to the first payroll deduction.
- 2.3 Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment, shall as a condition of employment, pay a service fee to the Association. The teacher may authorize payroll deduction for such fee in the same manner as provided elsewhere in this article.

In the event that a teacher does not pay such service fee directly to the Association, or authorize payment through payroll deductions, as herein provided, the Board shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct that amount from the salary of the teacher and deliver the collected amount to the Association within 48 hours.

- 2.4 The procedure in all cases of non-payment of service fee of this Article shall be as follows:
- A. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) work days for compliance, and shall further advise the recipient that request for involuntary deduction may be filed with the Board in the event compliance is not effected.
 - B. If the teacher fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to section 2.3.
 - C. The Board, upon receipt of request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
- 2.5 Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association teachers. Until the judicial and/or administrative

remedies set forth in that Policy or by law shall have been availed of an exhausted, no dispute, claim or complaint by an objecting teacher concerning the application of this Article shall be subject to the grievance procedure set forth in the Agreement.

- 2.6 Due to certain requirements established in court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- 2.7 In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - A. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 - C. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

- 2.8 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any such teacher and make appropriate remittance for MEA-FS's MEA -sponsored tax deferred annuities and other tax deferred annuity programs, MESSA insurance programs not fully Board paid, Muskegon Teachers Credit Union, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and the Board. At least ten (10) employees must be subscribers to allow for payroll deduction for a new annuity program. The program shall not continue if the number of subscribers is less than ten (10) for more than six months. The annuity company and affected teachers will be provided notice of the six month grace period. The Association shall provide to the District the amount of twenty (\$20) dollars per year for administrative costs in making political dues deductions.

ARTICLE 3

Teacher Rights

3.1 Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every teacher as defined in the Recognition Clause shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in 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.

3.2 The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Reasonable bulletin board space shall be made available to the Association.

The Association and individual teachers may use the district communication services consistent with District policy and not for any purpose that is unlawful. Individual building policies regarding the use of employee communication services shall provide for reasonable daily access and reasonable security. Association materials which are not unlawful shall not be removed from a teacher's communication services. If materials are removed from the teacher's communication services the teacher will be informed of the removal within one school day of the removal.

3.3 The Board agrees to furnish to the Association in response to reasonable requests, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing programs on behalf of members in the Association. Should such information not be readily available, the Board will make accessible to the Association such raw and/or non-compiled data in its possession. The Association will be informed of fiscal, budgetary and tax programs directly affecting the district and will provide available information on these items.

Prior to the adoption of any resolution setting a millage election, the Association shall have the opportunity to consult with the Board concerning such proposals.

3.4 The rights granted to teachers in this contract shall be deemed to be in addition to those provided in the Michigan Revised School Code, the Teacher Tenure Act and elsewhere.

3.5 Notification of Association officers.

- A. At the beginning of each school year, or within ten (10) school days following confirmation of the election thereof, the Association shall notify the Human Resources Office, in writing, of the names of the following officers of the Association:
1. President
 2. President Elect
 3. Past President
 4. Secretary
 5. Treasurer

6. Chairperson(s) of –
 - a. Professional Rights and Responsibilities
 - b. Membership
 - c. Negotiations
- B. If there is a change in office of any person(s) as named in 3.5 (A) during the school year, the Human Resources Office will be so notified.
- 3.6 The Association agrees that the conduct of the Association business shall not interfere with teaching periods, assigned duty periods or scheduled professional development of any teacher, except by mutual consent. Such limitations shall not deprive any teacher of his/her right of representation as provided by law or as established elsewhere in this Agreement.
- 3.7 Teachers shall ensure confidentiality of student communications and records in accordance with FERPA, relevant state and federal special education laws and regulations and student privacy rights. Teacher/student communications obtained in confidence need not be disclosed unless said disclosure is determined to be required by law. In addition, unlawful refusal to reveal such information shall be considered cause for discipline.
- 3.8 During the period of a teacher's employment and thereafter, teachers shall have and retain all property and copyright interests in and to any book, lesson plans, article publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, software or other creative or copyrightable work, written, composed, created, or devised by such teacher. Exception to the above shall be materials developed during working hours.
- 3.9 When the district considers it advisable or is required to participate in an accreditation process, the parties will confer for the purpose of determining how key committee chairs shall be appointed. It is the goal of both parties that all reports submitted must accurately reflect the concerns and viewpoints of the committee.
- 3.10 The Board will discuss with the Association the course of action to be taken in the event such action will impact any teacher's working conditions or assignment in the process of complying with the Elementary and Secondary Education Act of 2001, as amended, 20 USC 6301 et seq. Such discussion does not constitute a waiver of bargaining rights.
- 3.11 When a school is identified under 20 USC 6316 for school improvement, the Board upon written request from the Association shall provide the school level data on which the identification is based and potential sanctions.

ARTICLE 4

Professional Compensation

- 4.1 The salary schedules, longevity and early retirement provisions, etc. of teachers covered by this Agreement are set forth in the schedules which are attached to and incorporated in this Agreement. Such salary schedules and fringe benefits shall remain in effect for the duration of this Agreement, except where otherwise stated herein.
- 4.2 Full time teachers shall be entitled to all benefits under the Agreement. Teachers employed for less than full time shall be entitled to benefits on a prorated basis as compared to full time employment, provided that no teacher shall receive less than one-half ($\frac{1}{2}$) the benefits of a full time teacher. All teachers shall be entitled to full dental, vision, life insurance, and any additional insurance benefits under this Agreement.
- 4.3 The salary schedule for each teaching position shall be based upon the appropriate calendar included in this Agreement and the agreed upon working hours. Teachers whose positions extend beyond the length of the appropriate calendar shall be compensated for such extended employment at their per diem rate. Orientation days for beginning teachers will be compensated for at their per diem rate when such days are outside the contractual year.
- 4.4 Teachers accepting co-curricular positions, as set forth in Tables 2 and 3 which are attached to and incorporated in this Agreement, shall be compensated in accordance with said tables.
- 4.5 Teachers shall be paid twenty-six (26) times per year. The individual teacher may, however, elect to receive his/her pay every other week during the term of his/her individual contract, provided he/she notifies the Finance Office no later than five work days prior to the first payday of his/her contract. Teachers who have elected to receive their pay in twenty-six (26) installments may receive the balance of their contractual salary in the last pay covering their contract year by notifying the Finance Office no later than May 15. A copy of the next year's payroll schedule shall be included with the last paycheck issued prior to May 1, of the current year.

Teachers sign the payroll in their designated building for the first pay period of their contract year. Subsequent payrolls shall be signed only in the event of absence(s) during the pay period. Payroll checks for teachers will be delivered to the building at which they are assigned on scheduled pay days and made available to each teacher in an envelope bearing his/her name. Each teacher's contract shall include the following information:

- A. Accumulated sick leave.
 - B. Seniority.
 - C. Highest degree.
 - D. Step on salary schedule.
 - E. Explanation of Additional Experience, Here and Other.
- 4.6 For the purpose of placing a newly employed teacher on the appropriate step of the salary schedule, credit for experience outside the school system shall be evaluated by the Superintendent or his/her designee. Credit for experience shall be granted whenever the prior service of the teacher is deemed satisfactory. Full credit may be given for the first ten (10) years of experience, but no credit shall be given for less than one (1) semester. Teachers may be advanced one (1) step on the salary schedule for each active military year of service up to four (4) years. Once approved credit has been granted it is not subject to change.

- 4.7 Advancement under the salary schedule for advance degrees shall become effective on September 1 or February 1, of each year provided that the teacher has, by September 30 or February 28, submitted sufficient evidence to the Human Resources Office of having completed the required academic professional courses. Teachers submitting such evidence after the above dates, provided such failure was caused by negligence on the part of the teacher, shall not be eligible for retroactive adjustments. Evidence may be in the form of grades, transcripts, or a letter from the registrar.
- 4.8 The parties agree that the mileage rate for teachers with intra-school assignments shall be equal to the allowable federal rate. Such reimbursement is to be provided according to the Administrative Manual. Such mileage rate will be paid for travel during the lunch period. The same mileage allowance shall also apply in those cases where teachers are requested to use their personal vehicles in carrying out official district responsibilities that have received prior approval.
- 4.9 Under certain emergency conditions and with certain approvals, secondary teachers may be paid the hourly rate to substitute during their scheduled preparation or duty time.

When it is necessary to cancel special subject classes such as music, art and physical education due to the inability to secure a substitute teacher, the elementary classroom teacher shall be responsible for the students at the time the special subject classes would occur. The classroom teacher shall be compensated at the prorated hourly rate.

ARTICLE 5

Teaching Hours and Loads

5.1 Grade levels are defined as:

- A. Elementary - Infant through Grade 5
- B. Middle School - Grades 6-8
- C. High School or Senior High - Grades 9-12
- D. Secondary - Grades 6-12

Articles that contain references to specific grades, within the above levels, shall not be affected by the above definition. (Examples: Elementary Grades 1-3; Grades 1-3; Secondary Grades 9-12)

5.2 Work Day Schedule

A. For the year 2008-2009 Teacher hours will be:

	ELEMENTARY	MIDDLE SCHOOL	HIGH SCHOOL
Work day	7:45 a.m. – 3:40 p.m. Includes 40 min. lunch	7:35 a.m. – 3:23 p.m. Includes 30 min. lunch	7:35 a.m. – 3:23 p.m. Includes 30 min. lunch
Half Work day – A.M.	7:45 a.m. – 11:40 a.m.	7:35 a.m. – 10:42 a.m.	7:35 a.m. – 10:57 a.m.
Half Work day – P.M.	12:20 a.m. – 3:40 p.m.	11:12 a.m. – 3:23 p.m.	11:27 a.m. – 3:23 p.m.
Instructional Day	8:30 A.M. – 3:30 P.M. Includes 40 min. lunch	7:45 A.M. – 2:34 P.M. Includes 30 min. lunch	7:45 A.M. – 2:35 P.M. Includes 30 min. lunch
Half Instructional Day – A.M.	8:30 A.M. – 11:40 A.M.	7:45 A.M. – 10:42 A.M.	7:45 A.M. – 10:57 A.M.
Half Instructional Day – P.M.	12:20 P.M. – 3:30 P.M.	NEGOTIATE AS NEEDED	NEGOTIATE AS NEEDED

For the year 2009-2010 teacher hours will be:

	Elementary	Middle School	High School	MCEC	Craig
Work day	8:25AM-3:45PM includes 40 min lunch	7:40AM-2:48PM includes 30 min lunch	7:40AM-2:50PM includes 30 min lunch	8:15AM-3:28PM includes 30 min lunch	7:35AM-2:43PM includes 30 min lunch
Half Work Day-AM	8:25AM-11:45AM	7:40AM-10:44AM	7:40AM-10:55AM	8:15AM -11:25AM	7:35AM-10:47AM
Half Work Day-PM	12:25AM-3:45PM	11:33AM-2:48PM	11:30AM-2:50PM	11:52AM-3:28PM	10:58AM-2:43PM
Instructional Day	8:30AM-3:35PM	7:45AM-2:38PM	7:45AM-2:40PM	8:20AM-3:18PM	7:40AM-2:03PM
Half Instructional Day -AM	8:30AM-11:45AM	7:45AM-10:44AM	7:45AM-11:04AM	8:20AM-11:22PM	7:40AM-10:47AM
Half Instructional Day – P.M.	NEGOTIATE AS NEEDED	NEGOTIATE AS NEEDED	NEGOTIATE AS NEEDED	LATE START: 9:10-3:18 HALF INSTRUCT DAY PM: 11:52AM-3:18PM	NEGOTIATE AS NEEDED

B. Secondary Grades 6 – 12

1. The weekly teaching load in the secondary schools shall be twenty-five (25) teaching periods or their equivalent. In addition there shall be five (5) assigned preparation periods during the instructional day in accordance with Article 6.
2. If voluntarily agreed upon by the teacher and the principal, a teacher may teach six (6) periods. The additional period is in lieu of an assigned duty.
 - a. In no event shall the implementation of this provision cause the full or partial displacement or layoff of another teacher.
 - b. The teacher shall be compensated by an increase of their salary equal to one sixth (1/6) of their step on the Salary Schedule.

C. Lunch Periods

1. All teachers shall be entitled to a duty-free lunch period between 10:35 a.m. and 1:00 p.m. as follows.
 - a. Elementary: Forty (40) minutes in duration.
Secondary: Thirty (30) minutes in duration.
 - b. Travel time for itinerant staff will not be included within their duty-free lunch period.
2. The Board agrees to assume the responsibility for the hiring of sufficient non-teacher personnel to provide necessary supervision for students who remain at school during the lunch period or at the end of the school day.
3. Exceptions for a duty-free lunch period may be made for teachers of special education classes subject to the following emergency conditions:
 - a. The teacher and administrator mutually agree that the needs of the children, including the temporary inability of the non-teacher to provide necessary supervision, would be better served by the presence of the special education teacher.
 - b. When the teacher and administrator agree that the teacher will supervise the lunch of his/her students, the teacher may exercise any one of the following options to provide compensatory relief:
 - 1.) The teacher stays with the student(s) during lunch and may leave early or arrive late during non-student contact time within the same pay period.
 - 2.) The teacher and classroom assistant split lunch hour supervision duties and the teacher leaves twenty (20) minutes before end of school day.
 - 3.) The teacher assumes full lunch hour supervision but is provided with comparable time period either immediately preceding or following his/her normally scheduled lunch period. When this option is selected a teacher-designed activity shall be provided to the classroom assistant.

5.3 Departure Time

- A. Teachers shall make themselves readily available to students and parents until the scheduled departure time. The teacher's consent as to the time and date of meetings with students and/or parents should be obtained prior to the scheduling of such meetings. Teacher departure time may differ if permission to leave earlier is granted by the principal. If a teacher is required to return later for scheduled meetings outside the regular work day, he/she may leave with the students.
- B. On the last day of each work week, and the five (5) work days prior to the annual December holiday recess, teachers shall be allowed to leave (5) minutes following dismissal of classes. Teachers with 7th hour classes scheduled may leave with the dismissal of students.

5.4 Parent-Teacher Conferences

- A. Parent/teacher conferences shall be held in accordance with the following schedule:
 - Fall: Wednesday evening and Thursday afternoon/evening (3 conference sessions equivalent to 9 1/2 hours)
 - Spring: Wednesday evening and Thursday afternoon/evening (3 conference sessions equivalent to 9 1/2 hours)
- B. Any elementary teacher whose assigned class list the Friday prior to the week of conferences exceeds 27 students shall be provided an additional half day for conferences during the scheduled week of parent-teacher conferences. A substitute teacher will be provided. Teachers with less than 27 students may request, but are not guaranteed, an additional half-day for conferences.
- C. Specific combinations of conferences for each building shall be determined by a majority vote of the teachers in consultation with the building administration. The voting shall occur before the student count days of each semester. A minimum of one (1) Fall evening conference, and one (1) Spring evening conference with a maximum of two (2) shall be scheduled in each building. No more than three half days of school including compensatory days may be missed due to any conference schedule.
- D. When teachers attend evening parent/teacher conferences, they shall receive equivalent compensatory time on the last half day of that week. A second compensatory half-day, if applicable, shall be the last half day before Thanksgiving break and the last half day before Spring Break except as mutually agreed upon in the calendar.
- E. A building administrator or designee shall be in attendance and available for all parent/teacher conferences until all conferences are completed. The building administrator shall inform the staff of his/her designee if the administrator is to be absent during conferences.
- F. Teachers employed less than full time will meet with the building administrator to agree to an applicable conference schedule that is proportionate to their work schedule.

5.5 Meetings

- A. Semester meeting schedules shall be available to teachers within the first two weeks of each semester.
- B. A principal may cancel a meeting at any time and may reschedule no more than two meetings per semester. A minimum of 5 days written notice shall be given in advance of any rescheduled meeting. Teachers who having made commitments prior to receiving notification of the rescheduled meeting shall be excused from attendance.
- C. Meetings that last more than 45 minutes shall be scheduled by mutual consent of the affected teachers and the principal.
- D. Grade Levels

- 1. Elementary

Building administrators may schedule no more than thirty (30) meetings per school year for any given teacher, which extend beyond the workday (before or after) for a maximum of 1200 minutes.

When a teacher is assigned to more than one building or other positions mutually agreed upon he/ she shall not be required to attend collaboration meetings but may be required to attend one building-wide meeting per month.

- 2. Secondary

Building administrators may schedule no more than 2320 minutes of meetings per school year which extend beyond the workday for a maximum of 2 meetings per week.

Teachers shall schedule and post office hours on Tuesdays for a minimum of 20 minutes. Office hours shall be for teachers to meet with students, parents, make phone calls, etc. This provision does not limit such activities to designated office hours.

When a teacher is assigned to more than one building, is a counselor, or special education teacher consultant, or other positions mutually agreed upon he/ she shall not be required to attend collaboration meetings but may be required to attend one building-wide meeting per month.

- E. Teachers may be required to attend two (2) evening meetings (e.g. open houses, P.T.A., student orientation, etc.) per school year in addition to conferences. In cases where it is necessary to schedule more than two evening meetings, teachers so affected shall receive equivalent compensatory time to be taken at a time mutually agreed.

5.6 Individualized Educational Program Team (IEPT) Meetings

- A. Every effort shall be made to schedule Individualized Educational Program Team (IEPT) meetings during regular working hours. However, said meetings may be held outside regular working hours, and teacher's attendance may be required, when it is necessary to accommodate a parent's schedule. In general, it is expected that IEPT meetings shall be held:

1. During Parent-Teacher Conference time, teachers will schedule Parent-Teacher Conferences allowing, if possible, some blocks of time for routine IEP annual reviews.
 2. During the school day with students being released (based on excess hours above the state aid requirements) or by hiring a substitute teacher.
 3. Before and after the student day.
 4. When such meetings extend beyond the established working hours, professional staff involved in such meetings will receive equivalent compensatory time to be taken at a mutually agreed upon time.
 5. Under normal circumstances teachers will receive written notification five (5) work days in advance of such meetings.
- 5.7 Teachers who are members of the Board of Directors, the Executive Committee, or teachers who have business to conduct at regularly scheduled Association meetings, shall be excused from meetings called by administrators which conflict with the regularly scheduled Association meetings.
- 5.8 Planning Time
- A. Teachers may leave or be absent from their building or other place of assignment for research, planning, meetings with parents, material gathering, consultation with specialists, and other professional activities during their preparation period, provided that notification to the principal is made in advance. If the principal or designee is unavailable, the teacher shall notify the principal's office.
 - B. Elementary Planning Time
 1. Special subject teachers shall be entitled to receive a minimum of 125 minutes within the school day of planning/preparation time per week. Periods of less than thirty (30) minutes shall not be included in computing preparation time. Special subject teachers shall not be required to attend collaboration meetings but may be required to attend one building wide meeting per month.
 2. Specialists in such areas as Resource Room, Speech Therapy, Social Work, Psychology, Hearing Impaired, etc., are entitled to equivalent planning/preparation time as elementary classroom teachers will incorporate the same into their schedules.
 3. An elementary teacher may use for preparation all the time during which his/her class is receiving instruction from special subject teaches (i.e. art, music, physical education). If it becomes necessary to procure a substitute for the special subject teacher, the elementary teacher regularly assigned to the classroom may be requested and is strongly urged, to provide assistance to the substitute, when needed.
 4. The following schedule for special subjects instructional time shall be:
 - a. Half-day Kindergarten

Music - full year 25 minutes/week
Gym - full year 30 minutes/week
Computers per Letter of Agreement

In addition, full-time kindergarten teachers shall be granted two half-days per school year, with a substitute teacher provided, for planning and record keeping to be taken at a mutually agreed upon time.

b. Full-day Kindergarten

Music - full year 30 minutes/week
Gym - full year 20 minutes/2 times per week
Computers per Letter of Agreement

In addition, full-day kindergarten teachers shall also be granted one half day per month, without students, for planning and recordkeeping as provided within the calendar. (Sept-May)

c. Grades 1-5

Art - full year 45 minutes/week
Music - full year 40 minutes/week
Gym - full year 40 minutes/week
Computers per Letter of Agreement

d. When classes contain both kindergarten and first grade students the Grades 1-5 schedule will be followed.

5. The SEEC and Pre-Kindergarten teacher's instructional week will consist of four (4) student class days per week, Monday – Thursday. Teachers shall have professional duties on Fridays to include home visit, IEP meetings, professional development, program planning, etc. One Friday per month and three additional half days shall be designated for individual preparation and planning. No required meetings shall be scheduled for this day. The affected teacher(s) and program administrators shall mutually agree as to which Friday shall be designated for individual preparation and planning.

6. Each First K Class shall have a teacher assistant.

C. Secondary Planning Time

1. Full-time secondary teachers will be provided with a minimum of five (5) fifty-five (55) consecutive minute planning periods per week during the instructional day.
2. Specialists in such areas as Learning Disabilities, Speech Therapy, Social Work, Psychology, Hearing Impaired, etc., are entitled to equivalent planning/preparation time and will incorporate the same into their schedules.

5.9 Teaching Load Variations for Innovative Programs

A. Variations in the teaching schedule, work day, work week, etc. may be allowed for innovative purposes subject to the following procedures:

1. Either party shall submit to the other party a written plan for discussion and consideration. The plan shall include the proposed changes, rationale and proposed date of implementation and ending date.

2. No variation shall be implemented without the prior approval of the Board and the Association.
- B. The Infant Home Program staff and diagnostic staff may deviate from the normal work schedule in an attempt to meet the needs of the families who are currently being serviced by the District.
1. The Infant/Toddler teachers may “bank” time by reducing their regular work day(s) or length of work day as their schedules permit and then increasing their work day(s) or length of work day beyond regular hours and/or teacher calendar to complete the required number of visits for each child. If a staff member has banked more time than is needed to meet attendance requirements s/he will use that time to complete necessary paperwork and other professional tasks at the end of the school year. Bank time must be exhausted by June 30.
 2. The Infant Home Teachers who chooses to bank time will report an accounting of the date and time banked with the Early Childhood clerk. He/she will also report to the clerk when the bank time is made up. These reports shall be made available to Administration and the Association.

5.10 Lesson Plans

- A. All teachers shall be required to have on file with the administrator of each building to which they are assigned, five (5) unused daily lesson plans, comprehensive enough for a substitute’s use. “Unused” is defined as not having been taught before during a given semester or trimester to the assigned student(s) unless such plan, after necessary revision as determined by the teacher, is again being utilized for purpose of reinforcement. Teachers must revise their substitute lesson plans after each use.
- B. All teachers will make available to substitute teachers a recommended time schedule of activities and some means of identifying students assigned to their classes, such as seating charts, student name tags, names on desks, etc.
- C. Teachers will have current weekly lesson plans available for review upon reasonable request by the building administrator. Teachers shall not be required to have lesson plans in a particular format; however, building administrators may recommend a format other than the one currently in use by the teacher. The request shall be made for the purpose of aiding instruction. Building administrators may ask for copies of the current week’s lesson plans up to three times per semester or up to two times per trimester unless the teacher is on a plan of assistance and the lesson plans are an integral part of the plan. Written constructive feedback shall be given for each requested weekly lesson plan. Requests for lesson plans shall not be for the purpose of harassment or discipline. Teachers shall not be required to provide lesson plans from previous weeks.
- D. It is specifically recognized by the Board that teachers shall not be required nor requested to adhere to any lesson plans requirements other than those outlined herein.

5.11 Assignment of Student Teachers

- A. Assignment of student teachers, pre-teachers, and interns shall only be with consenting tenured teachers or teachers who have earned tenure in another school district and have been employed as a teacher for Muskegon Public Schools for at least three (3) years. The Association shall be provided with a list

of student teacher placements as they occur.

B. The hiring of special education interns shall be subject to the following provisions:

1. Teachers with prior service in the Muskegon Public Schools shall be given first preference for intern positions.
2. The Association shall be provided with a list of special education intern placements as they occur.

5.12 Itinerant Teachers

- A. The last day(s) of each school year when an itinerant teacher would ordinarily have students assigned, shall be used as work day(s) without students for the purpose of maintenance and clean-up of the associated teaching materials. This work day shall be allowed in each building where the itinerant teacher is assigned. At no time shall the clean-up time exceed the weekly assigned time in the building.
- B. Itinerant teachers shall not be assigned more than one preparation of one hallway bulletin board in a building per year. Scheduling will be done to preclude more than one assignment at any given time.
- C. Travel time for itinerant teachers shall be planned so that there is sufficient time for travel without infringing upon the allotted lunch period.
- D. Itinerant teachers shall be required to attend building meetings at one designated building mutually agreed upon by the itinerant and supervisor.
- E. Schedules assigned to itinerant teachers shall include five (5) minutes between each classes.

5.13 Libraries

Libraries shall be open for student use during all student attendance days. During the last five days of the school year libraries shall be open, however, no items may be checked out by staff or students. Library computer labs shall remain accessible to staff and students up to and including the last school day.

5.14 Extended Work Year

When certain teachers (e.g. secondary counselors, instructional specialist or secondary librarians, etc.) are requested to perform professional duties before or after the calendar work year, teachers shall be paid at the per diem rate. Absent extenuating circumstances, teachers shall be notified on or before May 1 if he/she is to report before the beginning of the work year and on or before March 1 if requested to work after the scheduled work year.

5.15 MCEC

- A. MCEC teachers may have a schedule that deviates from the normal secondary work schedule. A teaching schedule may include any combination of class time blocks, which total the appropriate number of contact hours equal to other secondary teachers. Teachers will be at their assigned position no later than five (5) minutes before the activity is to begin.

- B. Teachers shall have planning time from 8:15-9:10 on late start Wednesday. Teachers shall also be granted one half day per month to be used as planning time. A substitute teacher shall be provided. The month of June is excluded.

ARTICLE 6

Assignments

6.1 Definitions

- A. Assignment - A position within a building or unit a teacher receives from the Board which includes all available information such as: grade level, program, classification, subject area/course name, number of sections of each course, team assignment, building assignment within district-wide units, and room number.
- B. Change of Assignment - A full or partial change of assignment within a building(s) or district-wide unit(s).
- C. Displaced Teacher - A teacher employed by the Board, but not yet assigned to a particular position.
- D. District Wide Unit (Units) - A program as set forth in paragraph 6.4 below.

6.2 Teaching Assignments

- A. Assignments shall be made based upon certification and qualification.
- B. If there is a retirement (between the third Monday in February and May 1) within a building/unit where there is to be a reduction of positions, the building/unit administrator may assign, for the upcoming school year, the position created by retirement to a teacher currently within the building/unit.
- C. Teachers shall be notified of their teaching assignment for the upcoming school year on April 15.
- D. Notification of displacement shall be given in writing to the Association and the teacher(s) to be displaced no later than April 15.
- E. If an assignment changes after April 15, the teacher and the Association will be promptly notified in writing.
- F. Whenever possible, teachers will not be assigned a multi-graded regular elementary class for two consecutive years, except by the teacher's consent.

6.3 Displacement

If a position is to be reduced or eliminated, the teacher occupying that position shall have the right to displace the least senior teacher occupying a position for which that teacher is certified and qualified to fill. Such displacement shall take place in the following order:

- A. First, the least senior teacher in the same grade level (pre-school - 5) or department in the same building as the position that is being reduced or eliminated.
- B. Second, the least senior teacher (other than those above) in the same building or unit as the position that is being reduced or eliminated.
- C. Displaced teachers shall choose a position, by seniority, at the Job Selection Meeting.

- D. In any case of displacement, the Assistant Superintendent of Human Resources shall notify the Association in writing not less than forty-eight (48) hours prior to the notification of the individual teachers of their impending displacement.
- E. Displaced teachers may submit a request to fill a vacancy through the MVP.

6.4 District-Wide Units

- A. The following district-wide programs shall be treated as units:
 - 1. Craig School
 - 2. MCEC, Adult Education and Alternative High School
 - 3. Reading Content Area Specialist
 - 4. Math Content Area Specialist
 - 5. Science Content Area Specialist
 - 6. Grant Specific Content Area Specialist by Grant
 - 7. Pre-kindergarten
 - 8. Librarians
 - 9. Physical Education
 - 10. Music
 - 11. Art
 - 12. Counselors
 - 13. Vocational, Technical/Industrial Arts
 - 14. Social Workers
 - 15. Teachers of the Speech and Language Impaired
 - 16. Teacher Consultants - Special Education
 - 17. Occupational Therapists
 - 18. Physical Therapists
 - 19. Psychologists
 - 20. Teachers of the Hearing Impaired
 - 21. Teachers of the Visually Impaired
 - 22. Teachers of the Autistic Impaired
 - 23. Teachers of the Emotionally Impaired (other than Craig School)
 - 24. Audiologists
 - 25. Teachers of the Special Education Early Childhood Program
 - 26. Teachers of the Learning Disabled
 - 27. Teachers of the Cognitively Impaired
 - 28. Resource Room
 - 29. Any other programs mutually agreed upon

6.5 Secondary Duty Assignments

- A. Middle School
 - 1. Each teacher shall be required to have a non-instructional duty assignment each semester.
 - 2. By virtue of teaching assignment:
 - a. When a teacher is assigned to more than one building, the duty assignment shall be itinerant travel.
 - b. When a teaching assignment is counseling, the duty assignment shall be counseling related duties.

- c. When a teaching assignment is special education teacher consultant, the duty assignment shall be special education teacher consultant related duties.
- d. When a teaching assignment is reading, the duty assignment shall be reading testing.
- e. When a teaching assignment is team teaching, the duty assignment shall be team planning.

B. High School

1. Each teacher shall be required to have a non-instructional duty assignment each semester.
 - a. By virtue of teaching assignment:
 - 1.) When a teacher is assigned to more than one building, the duty assignment shall be itinerant travel.
 - 2.) When a teaching assignment is counseling, the duty assignment shall be counseling related duties.
 - 3.) When a teaching assignment is special education teacher consultant, the duty assignment shall be special education teacher consultant related duties.
 - 4.) When a teaching assignment is reading, the duty assignment shall be reading testing.
 - b. By virtue of co-curricular assignment
 - 1.) When a teacher has accepted a co-curricular assignment, as yearbook coordinator the duty shall be yearbook related duties.
 - 2.) When a teacher has accepted a co-curricular assignment, as student leadership advisor the duty shall be student leadership related duties.
 - 3.) When a teacher has accepted a co-curricular assignment, as debate/forensics coordinator the duty shall be debate/forensics related duties.
 - 4.) When a teacher has accepted a co-curricular assignment, as drama coordinator the duty shall be drama related duties.
 - 5.) Should any of these teachers be assigned to an academy, they will be assigned a duty of academy planning three (3) days a week.
2. The following duties shall be assigned by the principal with the teacher's consent.

- a. Math Department Chair
- b. English Department Chair
- c. Science Department Chair
- d. Social Studies Department Chair
- e. School Improvement Chairperson(s)
- f. National Honor Society Advisor
- g. SIMS Coordinator
- h. Bi-lingual Coordinator
- i. Technical Support

3. The following duties shall be assigned by the building principal:

- a. Hall Monitor
- b. Tardy Room
- c. Locker Room
- d. Team Planning
- e. Opportunity Room (Special Education Teacher)

- C. Lunchroom duties shall be voluntarily agreed upon in writing by the teacher prior to their assignment to those duties by the principal.
- D. A principal may leave a duty assignment vacant.
- E. Any additions to or deletions from the duty lists shall be made only by mutual consent of the Board and the Association.
- F. Should problems arise regarding a specific duty, the teachers, Association, and Administration shall confer for the purpose of obtaining a mutually satisfactory solution.

6.6 Secondary Instructional Preps

- A. No teacher will have more than three (3) different preparations per semester, except where necessary to complete a schedule for that teacher, implement the curriculum of the school, or at the teacher's request. When a general education teacher has more than three (3) different preparations per semester his/her duty shall be planning time. When a special education teacher, other than self-contained, has more than four (4) different preparations per semester, his/her duty shall be planning time.
- B. The Association shall be notified prior to additional preparations being assigned with the reasons for the additional preparations. It is understood that teaching different student ability levels (e.g. high, average, low) and different levels of instruction do not constitute different preparations.
 - 1. More than one level may be combined in a subject area when the student enrollment so warrants, for example, French III and IV. This situation shall not constitute separate preparations.
 - 2. If problems or questions arise regarding the number of preparations for a given teacher, the Association and the Board shall confer for the purpose of obtaining a mutually satisfactory solution.
- C. Exceptions to the three (3) preparations limit are Adult and Alternative Education programs.

ARTICLE 7

Seniority

- 7.1 Seniority shall be defined as the amount of time continuously employed as a teacher (except as set forth in Article 7.3).
- A. Seniority shall begin to accrue as of the most recent day of hire into the contractual bargaining unit.
 - B. Time spent on leave or full or partial layoff shall not be construed as a break in continuous service and seniority shall continue to accrue.
- 7.2 The District shall provide to each teacher a current seniority list of teachers prior to September 30 of each year. Accompanying the name of each teacher on the list shall be the most recent date of hire, certification(s), and assignment(s). Teachers on leave or layoff will have a copy of the list sent to the last address shown on personnel records. Within 30 calendar days of the teacher receiving the seniority list, any objections to the list shall be filed with the Office of Human Resources; thereafter, the list shall be final and conclusive for that school year.
- A. Ranking on the seniority list shall be determined by the following in order of:
 - 1. Most recent date of hire into the contractual bargaining unit.
 - 2. Muskegon service – defined as additional professional service in the District for which seniority does not accrue (excluding time for administrative service). This is computed by the sum of:
 - a. Any prior professional service with Muskegon Public Schools as a contracted employee (excluding time for administrative service). This service was interrupted so that seniority started over upon being rehired.
 - b. Any long-term substitute teaching and/or other substitute professional service in Muskegon Public Schools of twenty-one or more consecutive days in the same position for which compensation was paid at the rate contained in the salary schedule. One day worked as a long-term substitute teacher shall be considered one day of service.
 - c. Years of experience outside the District.
 - d. Degrees held at time of hire.
 - e. The last four digits of the social security numbers started highest to lowest. If necessary, the fifth digit shall be considered.
- 7.3 Seniority for administrative personnel returning to the bargaining unit shall be determined as seniority earned as a teacher prior to the administrative assignment. Any break in service, exclusive of approved leaves, as a teacher and/or an administrator from Muskegon Public Schools will nullify any seniority rights with the district within the Association.

7.4 Protected Positions

- A. For the purposes of this Agreement, six (6) Association officials per year, holding the offices of President, President-Elect, Secretary, two (2) Grievance Chairs and Professional Negotiations Chair shall be exempt from layoff or displacement procedures, provided they are certified and qualified for the assignments.
- B. The Association agrees that the Board shall not be held responsible for any loss or damage to the Association, its members or any third parties, caused by implementation of Article 7.4.A. The Association shall indemnify the Board against, and hold the Board harmless from any and all claims, actions, suits, proceedings, damages, costs, expenses, and liabilities, including attorney's fees, arising out of, connected with or resulting from the implementation of said provision by the Association.

7.5 The Association will be promptly notified, in writing, of any changes in employment in the District that affect seniority listings. The Assistant Superintendent of Human Resources or a designee will, at all times, have in the office a current list which will be available for inspection during regular working hours by any teacher and/or the Association.

ARTICLE 8

Vacancies, Transfer and Job Selection

8.1 Definitions

- A. Muskegon Vacancy Process (M.V.P.) – The method in which jobs are filled after the Job Selection Process and through the twentieth school day of the second semester.
- B. Vacancy – An unassigned position that the Board intends to fill, except for protected positions, and is not currently held by another teacher will be filled through MVP. A vacancy occurs after the Job Selection Process is completed.
- C. Open Position – A position available for selection at the Job Selection Meeting in April.
- D. Maximization – The involuntary transfer of teachers, based on seniority, certification, qualification, and by mutual agreement between the Board and Association after the Job Selection Meeting, to assure that the highest number of teachers are employed. Maximization ends on the last teacher work day of the school year.
- E. Change of Assignment – A full or partial change of assignment within a building(s) or district-wide unit(s).
- F. Involuntary Transfer – An unrequested change of building(s) and or district-wide unit(s).
- G. Voluntary Transfer – Requested change of assignment.

8.2 Vacancies

- A. Within five (5) workdays vacancies or newly created positions occurring after the Job Selection Meeting shall be posted in all buildings, on the district's protected web page, and at the Human Resources Office for five (5) work days. Any necessary training and dates for such training shall be included in the posting.
- B. During the posting period, teachers may submit a Request for Transfer Form for the vacancy to the Human Resources Office.
- C. The Human Resources Office shall review all transfer requests and award the position to the most senior certified and qualified candidate generally within two (2) work days after the closing of the posting. The Association President shall be provided the names of the applicants and the name of the teacher awarded the position in a timely manner.
- D. Results shall be posted during the school year in all buildings, a protected Board web page, and the Human Resource Office. The candidates shall be notified in writing of the results within five (5) work days.
- E. Once the candidate has been notified of his/her selection and accepted the position, the successful candidate may not seek to return to his/her most recent position, unless said position is subsequently vacated and advertised through the MVP or Job Selection Meeting held that same year.
- F. Transfers to vacancies occurring during the summer shall be effectuated during the summer. Transfers to vacancies posted during the first twenty (20) school days of

each semester shall be effectuated immediately following the awarding of the position. Transfer to a vacancy occurring after the twentieth school day of the first semester shall be effective at the beginning of the second semester of that school year.

- G. Teachers who transfer during the school year shall be granted up to two school days, to move to the new classroom as deemed appropriate by the Superintendent of Human Resources. Teachers shall be provided packing materials. If a room assignment is changed by the District after the school year ends or within five (5) work days of the last teacher work day, the teacher will be paid the teacher hourly wage for up to 12 hours to pack.
- H. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfers are to be minimized.

8.3 Job Selection Meeting

- A. Request for voluntary transfer must be submitted on the Request for Transfer Form before April 30 to the Assistant Superintendent of Human Resources.
- B. Open positions and Job Selection Meeting procedure shall be emailed to all teachers and posted in each building and/or Human Resources office no more than 5 school days prior to the Job Selection Meeting. Interview positions shall not be available for selection at the Job Selection Meeting.
- C. Teachers participating in the Job Selection Meeting must have updated certifications, endorsements and qualifications on file with the Human Resources Office by April 30 absent extenuating circumstances. All such certifications and endorsements must be on file with the Human Resources Office prior to the Job Selection Meeting.
- D. All positions that open between the twenty-first school day of the second semester and Job Selection Meeting, will be posted for the Job Selection Meeting as they existed at the time of vacancy whenever possible. However, if there is a retirement (between the twenty-first school day of the second semester and Job Selection Meeting) within a building/unit where there is to be a reduction of positions, the building/unit administrator may assign the position created by the retirement to a teacher who is presently assigned in the building/unit.
- E. A Job Selection Meeting shall be held each year during the week of the second Monday in May.
- F. Participants eligible to select a job in the Job Selection Meeting are:
 - 1. Displaced teachers.
 - 2. Teachers currently on layoff.
 - 3. Teachers returning from a leave of absence who have provided written notice of intent to return from leave prior to April 1 of that year.
 - 4. Teachers who have submitted a request for voluntary transfer before April 30.
- G. The Board and the Association will meet in the week prior to the Job Selection Meeting each year to:

1. Review and discuss open positions caused by:
 - a. Resignations
 - b. Retirements
 - c. Board release
 - d. Layoff
 - e. Any other circumstances
 2. Establish times, dates, and necessary procedures for meetings related to job selection.
 3. Discuss other concerns related to job selection.
- H. All open positions for the next school year must be posted in all buildings and the Human Resources before April 15.
1. Postings shall include building(s), grade level(s), subject area(s), and other pertinent information.
 2. Changes in the posted positions will be updated as they occur.
- I. Job Selection Meeting Process
1. Except by mutual consent only, displaced teachers, teachers currently on leave or layoff, Association Officials, Association members and Administration, may attend the Job Selection Meeting.
 2. All Association members who have submitted a request to participate in the Job Selection Meeting and laid-off teachers will be seated at the Job Selection Meeting in order of their seniority. Persons attending but not participating in Job Selection will be allowed to sit behind the Job Selection participants.
 3. Information on all current openings and the certification and qualifications for each opening shall be presented.
 4. Teachers who have elected half-time positions will be allowed to bid for a position for which they are certified and qualified at the Job Selection Meeting based on their seniority provided that it does not cause the layoff of a tenured teacher. Such teachers who desire to return to full time shall notify the Human Resources Office in writing by April 1.
 5. By seniority, participants shall be given the opportunity to choose a posted position or they may pass their turn for job selection.
 - a. Each participant must possess the required certification(s) and endorsement(s) in order to select a posted position. Certification(s), qualification(s) and endorsement(s) must be on file prior to the Job Selection Meeting in the Office of Human Resources.
 - b. If a teacher's selection of an open position creates an open position other than an interview position, that position shall be available for selection starting with the most senior participant.
 6. A teacher unable to participate in the Job Selection Meeting may designate a proxy who is eligible to attend the meeting to act in his/her behalf.

- a. This proxy shall be in writing, signed by the non-attending teacher and submitted to the Assistant Superintendent of Human Resources prior to the beginning of the Job Selection Meeting.
 - b. It is understood that the proxy will have full authority to make a selection.
7. Post-Job Selection Maximization Meeting
- a. The Board and the Association will meet within three (3) work days after the Job Selection Meeting to:
 - 1.) Review selections to assure that no selection excluded a displaced teacher from being placed in a position. Actual job placements will be made at this meeting and the appropriate teachers notified within forty-eight (48) hours.
 - 2.) Maximize positions to avoid layoffs when necessary.
 - 3.) Teachers whose job assignments are changed through the maximization process will be notified in a timely manner.
 - 4.) Any positions remaining open after the Job Selection Meeting shall be filled by recall of laid-off, certified and highly qualified teachers and then posted for external candidates.

8.4 Involuntary Transfer

- A. Teachers who are maximized to a new position through the job selection process shall be considered to be involuntarily transferred.
- B. An Involuntary Transfer may occur when the job performance of the teacher has been deemed, in accordance with those procedures outlined in Articles 15 and 16, to be unsatisfactory.
- C. Nothing in this Article shall be interpreted to deny employment rights mandated by higher state or federal statutes, rules or regulations. Program elimination or reduction shall not be used to discriminate against a teacher/teachers.
- D. The parties recognize that involuntary transfers due to maximization may be necessary after the Job Selection Meeting:
 1. because the position selected at the meeting was not in the teachers certification and qualifications, or;
 2. no other less senior certified and qualified teacher was available to fill the open position, or;
 3. to meet the curriculum needs of the school district as determined by the Board, and then only with mutual agreement between all parties (the Association and the Board).
- E. Transfers shall not be made when the effect would prevent, or unnecessarily delay the return of a teacher to, or placement of a teacher in a full time position or a position equaling or exceeding that which said teacher had prior to a layoff, displacement, leave of absence or recall. When said transfer is denied during the MVP process, that position will be posted at the next Job Selection Meeting.

- F. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfers are to be minimized.

8.5 Special Education Teachers

Special Education teachers who have been employed by the district for seven years or less shall only be permitted to select special education positions. However, Special Education teachers working outside special education may select special education positions. No more than three special education teachers may transfer outside the special education area in a year by utilizing either the Job Selection Meeting or MVP. No Special Education teacher shall be allowed to transfer out of special education if it results in the layoff of another teacher. Such transfers shall be granted to the most senior Special Education teacher.

8.6 Interview Positions

- A. Openings in the existing positions in the following programs shall be subject to the interview process established herein, provided such positions are established in compliance with Article 23.7 of the Master Agreement.
 - 1. Alternative Education Positions (High School and Middle School level)
 - 2. Content Area Specialists (Reading, Math, Science)
 - 3. Newly created experimental classroom positions, mutually agreed upon, which require specialized training.
 - 4. Other positions mutually agreed upon.
- B. Interview Procedures
 - 1. These teaching positions shall be posted with necessary requirements. Internal candidates shall be interviewed first. If there are no internal certified and qualified applicants, the position(s) will be filled with a new hire. New hires shall not occur when the effect would:
 - a. cause a layoff or;
 - b. prevent, or unnecessarily delay the return of a teacher to, or placement of a teacher in a full time position.
 - 2. Any opening(s) or vacancy(ies) in positions subject to interview that occur as a result of a current teacher(s) selecting another job(s) at the Job Selection Meeting or MVP will not be posted.
 - 3. Criteria, job descriptions, and minimum time of service for the positions will be established by mutual agreement with the Association and included in the position.
 - 4. Selection of the candidate will be recommended by the committee, which shall include two administrators, (one of the Directors of the appropriate program or designee and the Assistant Superintendent for Human Resources or designee) and three teachers selected by the Association president.

5. Any two members of the committee who do not agree with the selection will cause the selection to be vetoed.
6. Teachers placed in interview positions shall be subject to the layoff and displacement procedures in the Master Agreement.

ARTICLE 9

Layoff and Recall

9.1 Definitions

- A. Recall List – A current list of teachers eligible for reemployment.
- B. Layoff – A reduction in staff positions due to declining student enrollment, financial conditions, program elimination, building closure or restructuring, consolidation with another district, or when no positions are available to a teacher.
- C. Recall – The notice to a teacher to return following a layoff notice.

9.2 Notification to Association

- A. The Association shall be notified immediately by the Board whenever serious consideration is being given to layoff(s) and the proposed time line for layoff(s). Also, the Association shall immediately be notified by the Board when the specific position(s) and/or teacher(s) to be affected by the proposed layoff have been identified.
- B. Prior to the implementation of any layoffs, the Board shall confer with the Association concerning layoff alternatives. Such alternatives may include but are not limited to, severance bonuses, unpaid leaves, job sharing and voluntary layoff.
- C. The Board agrees to provide to the Association, upon request, all relevant data used in determining the need for a reduction of teachers. Within five (5) work days of receipt of said data, the Association may, at its discretion, submit written, alternative suggestions to action being considered.
- D. In any case of layoff, the Assistant Superintendent of Human Resources shall notify the Association in writing not less than forty-eight (48) hours prior to the notification of the individual teacher of their impending layoff.
- E. No reduction of teachers shall be put into effect until the parties have had an opportunity to confer as outlined above.

9.3 Notification to Teachers

- A. Any teacher who is to be laid off will be so notified in writing thirty (30) calendar days prior to the effective date of the layoff.
- B. Laid off teachers shall be notified by certified mail or other means directed by the teacher of the date of the Job Selection Meeting by April 1 at the address provided by the teacher.

9.4 Rights of Laid off Teachers

- A. Laid off teachers shall also be notified of unemployment compensation eligibility, continuation of COBRA benefits, and other benefits. Laid off teachers shall make timely payments of insurance premiums to the district to ensure continuous benefit coverage. Failure to make timely payments may result in cancellation of benefits.
- B. Laid off teachers shall be granted priority for long-term and per diem substitute positions. When possible, long-term substitute positions shall be offered to laid off

teachers on a rotating basis. Where long term substituting is anticipated for four (4) weeks or more, priority shall be granted to certified and qualified laid off teachers, due to NCLB requirements.

- C. Those teachers certified on an annual basis, or whose certification may otherwise lapse due to being on layoff, shall be considered to be certified for the purposes of this Article, provided that they can become certified upon being actively employed.
- D. A laid off tenured teacher shall remain on the recall list until the teacher is recalled, resigns, is terminated for just cause, or has not been recalled within three (3) years of layoff. Said teacher may remain on the recall list by notifying the Human Resources Office no later than April 1 of each year of his/her desire to remain on the recall list.
- E. A laid off probationary teacher will remain on the recall list for two (2) years after the effective date of layoff.
- F. This section shall not prevent the District from re-employing a teacher previously employed.
- G. When layoffs occur, the least senior teacher shall be laid off first, provided a more senior teacher is certified and qualified for the remaining position. A less senior certified and qualified tenured teacher shall be retained over a more senior probationary teacher.

9.5 Recall Procedures

- A. All teachers without a position of full time employment shall be considered laid-off (full-time or part-time) and be placed on the Recall List in order of seniority.
- B. Open positions that occur after the Job Selection Process shall first be filled by the most senior, certified, and qualified teacher or a teacher on the recall list who can demonstrate that he/she is able to obtain highly qualified status by the end of the 2005-06 school year and thereafter.
- C. No teachers shall be hired by the Board while there are teachers in the District who are on layoff, unless there are no laid-off teachers who are certified and qualified to fill the vacancy.
- D. The refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights for an equivalent position. Acceptance of less than an equivalent position shall be a partial layoff.
- E. Teachers who refuse recall to an equivalent position for which they are certified and qualified shall be removed from the recall list. However, teachers under contract with another Michigan public school at time of layoff shall so inform the Human Resources Office within five (5) work days of recall and may decline recall at that time. Such teachers shall retain recall rights for subsequent openings.
- F. The Board shall provide written notice of recall by certified mail with a copy to the Association President. Whenever possible, written notice will be provided at least ten (10) work days prior to the date to report to work. If there is no acceptance of the recall to the vacancy within five (5) work days from the time of receipt, the right of recall shall be forfeited and the teacher removed from the recall list. Teachers shall ensure that the Board has a current address and telephone number on file.

- G. Changes in a teacher's certification after August 15th following layoff (or leave of absence) shall not permit the teacher to be recalled for the forthcoming year by causing the layoff of another teacher unless all of the following conditions have been met:
1. The teacher has notified the Human Resources Office on or before July 1 that a change in certification and/or qualifications is anticipated.
 2. On, or before, August 15 the teacher shall have completed the requirements for a change in certification and/or qualifications.

In such cases, the 30-day layoff notice shall not be applicable.

- H. Upon recall, the teacher's seniority, salary steps, fringe benefits, accumulated leave, and credit toward unpaid leave shall be reinstated, consistent with the Master Agreement existing at the time of recall. Salary requirements and longevity shall not be earned during layoff.

- 9.6 Nothing in this Article shall be interpreted to deny employment rights mandated by state or federal laws, rules or regulations. Program elimination or reduction shall not be used to discriminate against a teacher.

ARTICLE 10

Teaching and Working Conditions

10.1 Facilities/Equipment/Supplies:

- A. The parties recognize that the availability of optimum school facilities, equipment and supplies, (including text for all assigned students and teachers), is conducive to providing a high quality of education. The Board, therefore, agrees to maintain the schools, grounds, and other district facilities and instructional equipment so that safe and sanitary conditions prevail. In addition, materials and equipment essential to student instruction shall be available throughout the school year, during the normal school day. Should conditions beyond the control of the Board create delays or shortages in delivery or quantity of said material, supplies and/or equipment, the Board will remedy such situations as soon as possible. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the schools and school days are to be planned in such a way that the competency and energy of the teachers are primarily utilized to this end.
- B. Each teacher shall submit in writing to his/her principal or supervising administrator, a prioritized list of the instructional supplies, which he/she will need for the coming year. Such lists shall be submitted between April 1 and May 1 unless a teacher's assignment changes. The Board will furnish supplies and related equipment for each student in the class or section for the coming school year.
- C. The principal or supervising administrator shall, by June 1 of the current year, notify each teacher of his/her instructional supplies that have been approved by said administrator for purchase.
- D. The Board recognizes that appropriate books, library reference facilities, maps and globes, laboratory equipment, computers with supplies and software, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer, from time to time, for the purpose of improving the selection and use of such educational tools.
- E. The Board shall provide:
 1. A separate desk or table, at the option of the teacher, for each teacher. In addition, every reasonable effort will be made to include a lockable drawer space.
 2. Suitable closet or locker space for each teacher to store personal articles. Every effort shall be made to provide this space in/or adjacent to the teaching assignment(s).
 3. Adequate storage space in, or adjacent to, the assignment(s) for instructional materials for teachers including ancillary and itinerant teachers.
 4. Facilities for itinerants and ancillary staff to insure needed privacy for providing special services with individual or groups of students.
 5. Telephones shall be made available to teachers that allow for privacy.
 6. Restrooms for employee use only.

- 10.2 Clerks:
Clerks shall be available to assist teachers in handling inventory of supplies and equipment, duplicating of teaching materials, collecting monies for milk and lunch and similar noninstructional responsibilities.
- 10.3 Collecting Money:
Teachers will not be required to collect funds from students where such funds are not related to school work. In cases where teachers must handle money, the Board agrees to protect the teacher against loss except where such loss may result from a violation of promulgated regulations. Teachers shall not be required to collect money from students unless there is a lockable space provided in the teacher's classroom.
- 10.4 Vending machines:
At the request of the Association, a vending machine shall be installed for employee use where possible in schools. The Association shall assume the cost of installation and maintenance and receive the proceeds. Vending machine locations are to be approved through the Business Office.
- 10.5 Out of school activities:
Notwithstanding their employment, no out-of-school religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The personal and private life of any teacher is not within the appropriate concern or attention of the Board, providing such out-of-school behavior does not significantly impair his/her effectiveness as a teacher.
- 10.6 Medication:
Teachers (Preschool-12) shall not be required to administer medication to students. While at school, students shall be referred to proper, designated personnel for this function. With proper training, teachers may administer medication while on field trips.
- 10.7 Administration:
The building principal/supervisor will be encouraged to maximize attendance in his/her building and that administrative personnel shall be available to support teaching staff. At no time shall a teacher be required to administer or supervise a building and/or grounds if not normally part of his/her assigned duties.
- 10.8 Nondiscrimination:
The Board and the Association pledge themselves to seek to extend the advantage of public education to every student to seek without regard to race, creed, religion, sex, color, national origin or disability; and to seek to achieve full equality of educational opportunity to all students. Furthermore, the Board and the Association collectively, and through its individual members, recognize the need to provide opportunities for successful classroom experiences for all students, and thereby pledge themselves to the fullest possible achievement of this goal.
- 10.9 Roundtable:
The Board agrees to establish a committee composed of its executive cabinet and representatives of the Association to meet monthly for the purpose of reviewing and discussing any items which may affect working conditions, including safety programs or curriculum. The Board and the Association recognize that to meet the challenges and changes facing public education, it is essential to broaden participation in the decision making process of the district. The Board will encourage its administrators to adopt management styles conducive to obtaining this goal. The Association will encourage its members to participate in a positive manner.
- 10.10 Calendar Changes:

- A. Teachers will be notified in writing five (5) work days prior to changing, deleting or interrupting regularly scheduled classes for assemblies, programs or other events. Exceptions to the above may be allowed in emergency situations and in unforeseen circumstances. When this occurs, affected teachers and the Association Representative will be notified in writing as soon as possible.
- B. Itinerants and ancillary teachers will be notified of changes in classes and building schedules in writing five (5) work days in advance.

10.11 Grade and attendance reporting procedures:

- A. Teachers shall submit student attendance on a daily basis.
- B. Secondary and MCEC:

The Association and Administration recognize the importance of reporting student progress to both parents and students. Except where mutually agreed upon in the calendar, secondary teachers shall submit marking period grades and mid-marking period reports for all students (or progress reports at MCEC) by four p.m. (4:00 p.m.), on the third (3rd) working day following the official end of these reporting periods. A primary purpose of the mid-marking period reports is to notify parents of the risk of failing and other comments teachers deem appropriate. Failure slips shall not be due until noon of the day following the student's exam. Secondary teachers shall enter graded assignments into the computer on a weekly basis, provided there are graded assignments to report. All final year-end grades will be submitted prior to the teacher leaving on the final work day.

- C. Elementary:

At the end of the school year, grades shall be recorded and distributed on the last student day if said grades are reported non-electronically.

Except where mutually agreed upon in the calendar, if electronic grade programs are used elementary teachers shall submit marking period grades reports for all students by four p.m. (4:00 p.m.), on the third (3rd) work day following the official end of these reporting periods. All final year-end grades will be submitted by the end of the fourth day prior to the final work day. Year-end grades shall be distributed on the last student day.

- D. Revisions or Changes:

Any revisions to the established calendar for reporting grades made necessary by unexpected or unusual circumstances, e.g. weather, schedules, etc., will be mutually agreed upon between the Association and the Administration, and reported in writing to the teachers affected.

ARTICLE 11

Class Size

11.1 Because pupil-teacher ratio is recognized to be an important element of the education system, the parties agree that class sizes, on the Monday of the week of the official State count days and thereafter each semester, shall not exceed the following standards for regular K-12 programs. Every effort shall be made to bring class sizes into compliance with the terms of this article during the first five (5) student days. In addition, every effort will be made to keep class enrollment to a level that can be accommodated by the classroom facility in terms of appropriate seating and safety for students.

11.2 Prior to April 15 of each year, the Association and the Board shall review proposed student-teacher ratios based on all pertinent data.

11.3 Staff Changes

Whenever staffing changes are anticipated that affect student-teacher ratios, the Association and the Board shall review such proposed changes prior to their implementation.

11.4 Class Size – Elementary

The District will make reasonable efforts to avoid PreK-2 grade classes exceeding 31 students, 3rd-5th grade classes exceeding 33 and secondary classes exceeding 32 as of the Monday of the week of the official State count day in September and thereafter and at the end of the work day on the second Wednesday of the second semester and thereafter. In the event that economic or other circumstances lead to classrooms exceeding these parameters the parties shall meet within ten (10) school days of a request to meet to discuss and explore reasonably available alternatives.

A. In determining class sizes for the start of school the following maximums shall be used:

All Pre-K-2nd grade classes	25
Grades 3-5	27
Multi-graded general ed. classes	25

When possible, students shall be redistributed into other classrooms of the same grade level within that building for the purpose of alleviating the overloaded classes. The redistribution of students shall be done following consultation between the affected teachers and the building administrator. No multi-graded classroom shall exceed 29 students on the Monday of the week of the official State count days and thereafter.

B. On the Monday of the week of the official State count day in September and at the end of the work day on the second Wednesday of second semester and thereafter if class sizes exceed those listed above teachers may choose one of the following overload compensation options:

1. Overload Assistant

a. If the teacher chooses to use an overload assistant, the assistant will be available for a time equivalent to five (5) half instructional days per week for the duration of the semester. The schedule of hours worked

for the overload assistant is to be arranged by the teacher with the assistant.

- b. The teacher will have the opportunity to assist in the selection of the qualified assistant. If, for some reason, the assistant is not performing adequately, the teacher will have the option to request that the building administrator replace the assistant or the teacher may choose an overload substitute teacher.

2. Overload Substitute Teacher

- a. When the teacher chooses to use an overload substitute teacher, the substitute teacher will be available for the equivalent of one and one-half (1 ½) instructional days per week. The schedule of hours worked for the substitute teacher is to be arranged by the teacher with the substitute teacher. The teacher shall remain in the classroom and provide instruction.
- b. Such substitute positions shall first be offered to laid-off district teachers, on a rotating basis, in order of seniority. The overload substitute relief provided shall be withdrawn if the number of pupils assigned to the classroom falls below the limits set forth above.

3. Financial Compensation

- a. \$1,000 per semester for use by the teacher at his/her discretion. Use of such funds may include, but is not limited to the following:
 - 1.) To purchase extra supplies and classroom materials in accordance with Board policies and procedures.
 - 2.) To pay for class speakers or field trips in accordance with Board policies and procedures.
- b. This option is available any time during each semester.

4. The Board and Association agree that the recommended class sizes shall be:

All PreK-2 nd grade classes	25
Grades 3-5	27
Multi-graded general ed. classes	25

For each additional student two, three and four beyond the recommended class size the teacher shall receive \$200 per additional student.

11.5 Class Size – Secondary (Middle School and MCEC)

- A. On the Monday of the week of the official State count day in September and at the end of the workday on the second Wednesday of the second semester and thereafter if a teacher has more than 140 students assigned to his/her classes the teacher shall receive the following overload compensation:

Number of Students	Financial Compensation
141	\$200 per semester

142	Additional \$200 per semester
143	Additional \$200 per semester
144	Additional \$200 per semester
145	Additional \$200 per semester
146	Additional \$100 per semester
147	Additional \$100 per semester
148	Additional \$100 per semester
149	Additional \$100 per semester
150	Additional \$100 per semester

- B. Teachers may use overload planning time for personal planning, team planning, department chair duties, co-curricular duties, etc., at the teacher's discretion. It is expected that each teacher so affected will continue to fulfill their team planning responsibilities.
- C. Financial Compensation
1. The financial compensation is for use by the teacher at his/her discretion. Use of such funds may include, but is not limited to the following:
 - a. To purchase extra supplies and classroom materials in accordance with Board policies and procedures.
 - b. To pay for class speakers or field trips in accordance with Board policies and procedures.
- D. In no case shall a teacher have more than 150 students assigned on the Monday of the week of the official State count days and thereafter each semester. The financial compensation shall remain in effect until the end of the semester.
- E. The enrollment in classes requiring work stations (e.g. technical education, computers, vocational, laboratory classes, etc.) shall be limited by the number of work stations available. When a question arises of what constitutes a work station, a teacher or the Association may request a committee to determine the number of work stations. A committee of four members shall examine the classroom to determine the number of work stations available. The committee shall consist of the classroom teacher, another teacher (appointed by the Association), and an administrator (designated by the Superintendent), and the building administrator. All decisions of this committee shall be by majority vote.
- F. Class size limitations specified above shall not be applicable to large music ensembles such as bands, orchestras, or choirs.
- G. Physical education classes shall be assigned no more than 200 students. In addition, physical education teachers shall not be assigned more than forty (40) students assigned per class except by mutual agreement.
- H. Whenever possible, in order to balance class size, students shall be evenly distributed into other classrooms.

11.6 Class Size - Special Education

The Board agrees to abide by the class size, caseloads, and other conditions governing the administration of special education programs and services set forth in the approved MAISD Plan for the Delivery of Special Education Programs and Services. When not addressed in

the MAISD Plan, then the Michigan Department of Education Revised Administrative Rules for Special Education shall apply. The only exception shall be when a student transfers into Muskegon Public Schools from another school district with a current IEP. The receiving teacher(s) shall be compensated \$100 per day for each student over the allowable class size for the first five days the district is out of compliance and \$200 per day for each student over the allowable class size for days six through ten when the district is out of compliance. On the tenth day the district shall be in compliance.

11.7 Assignment of Special Education Students

- A. The assignment of special education students to general education classes shall be done as equitably as possible among the available teachers at each grade level or subject, unless it is voluntarily agreed to by the teachers involved to bypass the provision.
- B. When assigning special education students to general education classes the following criteria shall be among those considered:
 - 1. Class enrollment.
 - 2. Individual disability
 - 3. Room configuration.
 - 4. Accommodations in compliance with the IEP.
 - 5. Support needed (including related services).
- C. A regular education academic teacher eligible to receive the student shall be given the option to attend and participate in the IEPC used for the placement of those students in regular education classes.
- D. When more than five (5) special education students (including those who are language impaired) are assigned more than halftime to an elementary general education class, the multi-graded general education class size limit shall apply.

11.8 Team Teaching

- A. Secondary team teaching of special education and general education shall be by mutual agreement of the affected teachers. They shall work collaboratively for planning, instruction, and grading, in such classes students shall be counted in the following manner:
 - 1. All general education and mainstreamed students will be counted toward the general education teacher's class and overall numbers.
 - 2. All other special education students will be counted toward the special education teacher's class and caseload numbers.
 - 3. A mainstreamed student shall be defined as a special education student who has been placed in a general education class by IEP.
 - 4. The maximum total combined class size will not exceed 36 students.

ARTICLE 12

Professional Qualifications

- 12.1 All new teachers, including substitutes, employed by the Board for assignment in the district shall have at least a Bachelor's Degree and a provisional, permanent/continuing type certificate or, in those instances where the teacher is employed and assigned to positions where Michigan State certification is not required, e.g. social workers, school psychologists, etc., the new teacher shall have received necessary approval from the Michigan Department of Education (Special Education Services Area). In case of substitutes, the ninety (90) day certificate shall be recognized as proper certification.
- 12.2 The employment of teachers without the minimal degree, provisional permanent/continuing type certification, or approval as outlined in 12.1 above, is to be permitted only in cases of absolute necessity when no such applicants are available and following an active search by school officials, and the Association shall be so notified and provided with written specifics in advance in each instance. Any person so employed must complete requirements for a degree and obtain provisional, permanent/continuing type certification or approval to be reemployed in any capacity for a second year.
- 12.3 Persons with teaching experience and minorities will be given first consideration in initial employment over persons without experience. The Board further agrees to give first consideration to laid off Michigan teachers when filling vacancies with applicants from outside the district.
- 12.4 Assignment of Mentor Teachers:
- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of The School Code and shall perform the duties of a Master Teacher as specified in The Code.
 - B. A Mentee shall be defined as a teacher in his/her first three (3) years in the classroom. Each Mentee shall be assigned a Mentor Teacher by the Board, with notification to the Association.
 - C. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources, information and a voice of experience and insight, in a non-threatening collegial fashion.
 - D. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. Participation as a mentor shall be voluntary.
 - 2. The Mentor Teacher shall be tenured with Muskegon Public Schools.
 - 3. A Mentee shall only be assigned to one (1) Mentor Teacher at a time. This limit may only be exceeded if there exist extenuating circumstances and the Association and Administration mutually agree that it is in the best interest of the Mentee.
 - 4. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee and Administration after three (3) months. If the Mentor Teacher or Administration feel it would be in the best interest of the Mentee to make a change, a new Mentor Teacher shall be named at the end of that semester. At the end of each year, the match will be reviewed and the

appointment will only be renewed by a mutual agreement of the Mentor Teacher, Association and Administration.

5. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching.
 6. Because the purpose of the Mentor/Mentee match is to acclimate the teacher and to provide necessary assistance toward attaining quality instruction, the Board and Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher except as required by law.
- 12.5 The Board or its designee shall file for and pursue, as needed, the renewal of annual vocational authorization permits for teachers assigned to teach approved vocational classes as provided for under Section 390.1165, Rule 65, Administrative Rules governing the certification of Michigan teachers. Teachers affected will be notified in writing at the earliest possible date that certification has been applied for and will be immediately informed of the acceptance or rejection of the renewal.
- 12.6
- A. The Board and Association, in recognition of the desirability of minority representation on the professional faculty, hereby declare a policy of actively seeking minority group personnel. Minority personnel are defined as Native American, Black, Hispanic, Latin, Asian, Handicapped and other minority group Americans.
 - B. The Board pledges that in addition to normal and/or current means utilized to advertise for and/or recruit new teaching personnel, it will utilize agencies, colleges, universities, placement bureaus, minority teachers currently employed, etc., that traditionally enroll, service, or would have knowledge of such minority group persons eligible to interview for professional employment in the district.

ARTICLE 13

Paid Leaves of Absence

13.1 Definitions

- "Immediate family" - shall include father, mother, husband, wife, child, sister, brother, parent-in-law, sister-in-law, daughter-in-law, son-in-law, brother-in-law, grandparents, grandchildren, stepchildren, stepparents and any person in lieu of parents.
- "School month" - shall be defined as consisting of twenty (20) days exclusive of Saturdays, Sundays, and legal holidays for schools, which shall fall within a school week, a school week to consist of Monday, Tuesday, Wednesday, Thursday and Friday.
- "Per diem basis" - shall be the amount obtained by dividing the contractual salary by the number of days to be employed as indicated in the contract.

13.2 Sick leave (Personal illness and/or disability)

- A. During the first year of employment, each teacher shall be granted eleven (11) sick days at the beginning of the year.
- B. Employees who have accumulated sick leave due to previous service but who are unable to begin a new contract year because of personal illness or personal injury shall be allowed to draw upon such sick leave accumulated until it is depleted or until resumption of assigned work.
- C. After the first year of employment, there shall be an allowance of one (1) day per month up to maximum of ten (10) days per year for ten (10) month employees and twelve (12) days per year for twelve (12) month employees. In addition to the above, each teacher shall be granted one (1) sick day at the beginning of each year.
- D. Accumulation of sick leave days shall be without limit.
- E. Additional absence shall result in deduction on a per diem basis.
- F. Deductions made for illness when the teacher has not accumulated sick leave to cover the illness shall be repaid to the teacher during the school year, if and when the sufficient days have been accumulated to cover such sick leave. Seniority shall continue to accrue during such illnesses or disabilities.
- G. Any teacher who is absent because of injury or disease in compliance with the Michigan Workers' Compensation Law shall receive from the Board the difference between the allotted amount and his/her regular salary for the duration of the illness limited to, and deducted from, any accumulated sick leave. The number of days of sick leave deducted would be proportionate to the dollar amount contributed in salary by the Board. However, if a teacher suffers a job-related injury in the course of carrying out the responsibilities of his/her employment, such absences shall not be charged against the employee's sick leave, providing the injury does not involve negligence on the part of the teacher, or the teacher did not exercise reasonable care. In cases where an injury is determined to be job-related and incurred during the course of carrying out the responsibilities of the teacher's employment, the teacher shall be paid the difference between his/her salary and the benefits provided under the Michigan Worker's Compensation Act for the duration of the absence.

- H. Illness and disabilities associated with, caused by, or contributed to by pregnancy, miscarriage, abortion, child birth and the recovery therefrom shall be, for the purposes of this Agreement treated as any other illness or disability.
- I. The Board reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any teacher whose personal illness, injury or disability extends beyond the period compensated under Article 13 shall be granted a leave of absence without pay for such time as is necessary for complete recovery (but not to exceed twenty-four (24) months). Any teacher may be granted an unpaid leave of absence (not to exceed twenty-four (24) months) to care for an immediate family member who suffers from an illness, injury or disability. Upon return from leave, a teacher shall be assigned to the same position, if available, or, if possible, a substantially equivalent position.
- J. The Association expects that the use of sick leave will be on an ethical basis in keeping with the high standards of the teaching profession. The parties agree that the use of sick leave is specifically limited to the purposes outlined in this Article.
- K. The teacher shall, upon request of the Assistant Superintendent of Human Resources, furnish a medical statement or other proof of illness or satisfactory recovery covering any period of absence, which exceeds ten (10) consecutive work days. If a pattern of absences develops, the Assistant Superintendent of Human Resources, the chairperson of the Professional Rights and Responsibilities Committee or designee, and the teacher involved shall meet to seek a resolution to the situation. If it is determined by the Assistant Superintendent of Human Resources and the chairperson or designee of the Professional Rights and Responsibilities Committee that a pattern of absence exists, then the Assistant Superintendent of Human Resources may request a medical statement. In the event an illness or disability is likely to exceed ten (10) consecutive work days, the teacher shall make every effort to notify the Assistant Superintendent of Human Resources of the probable date he/she will be able to return to work.

13.3 Leave (Illness, Disability, Injury and/or Death in Immediate Family)

- A. Absence of a reasonable length of time but not to exceed five (5) days per year caused by the critical illness, disability or injury of a member of the immediate family whose care is the direct responsibility of the teacher and requiring the personal attention of the teacher will be compensated by payment of the contractual salary. Requests for exceptions shall be approved through the Assistant Superintendent of Human Resources.
- B. Absence of not more than five (5) days per school year caused by each death in the immediate family shall be compensated by payment of contractual salary. Requests for exceptions shall be approved through the Assistant Superintendent of Human Resources.
- C. The Board recognizes that reasonable travel time to attend to matters outlined in this Section are appropriate uses of sick leave.
- D. Absence of not more than three (3) days for the death of an aunt, uncle, nephew, niece or first cousin shall be compensated by payment of contractual salary.
- E. Absence in this Section shall be counted as sick leave and deducted under the regulations of Section 13.2.

F. Additional absence shall result in a deduction on a per diem basis.

G. No unused days in this Section may be accumulated.

13.4 Miscellaneous Provisions Regarding Absence

A. Teachers who may have accumulated sick leave days under provisions of Section 13.2, paragraph D, and who terminate their employment with this school system, shall not be compensated for unused sick leave days and said unused sick leave days may not be carried forward in case of subsequent re-employment by this school system. However, teachers employed in this district continuously for at least ten (10) consecutive years, shall, upon retirement, receive thirty (30) dollars for each unused day of accumulated sick leave.

B. No teacher shall absent himself or herself from regular duties except as provided in this Agreement without the prior permission of the Assistant Superintendent of Human Resources. When, in the judgment of the Assistant Superintendent of Human Resources, such absence contributed to the general interest of the school system, compensation may be paid on a full or partial basis.

13.5 Absence with Pay Not Chargeable Against the Teacher

Allowance shall be granted for the following reasons:

A. Absence when a teacher is called for jury duty. (Pay difference between jury pay and regular pay.)

B. Court appearance as a witness whenever a teacher is subpoenaed to attend any proceeding. (Pay the difference between the court fee and regular pay.) Expense allowances provided by the court shall not be reimbursed to the district. Neither shall the teacher be required to reimburse the district for expense allowances, jury pay or court fees if such service takes place when school is not in session.

C. Approved visitation at other schools, or for attending education conferences or conventions.

D. Provided that the Association President submits the schedule of monthly Board and Executive Committee meetings to the Assistant Superintendent of Human Resources by October 15, members of the Board of Directors, officers of the Association and Executive Committee members shall be entitled to leave their place of assignment following the dismissal of classes at the close of the regular school day to attend monthly scheduled meetings. Should individual teachers have reason to appear at such regularly scheduled meetings, the Association President or President-Elect shall notify the Assistant Superintendent of Human Resources at least twenty-four (24) hours in advance.

E. Association representatives, the Association Grievance Chairperson and other Association officials as identified by the Association President, with a listing thereof forwarded to the Assistant Superintendent of Human Resources within five (5) school days of their designation, shall be released to perform Association business five (5) minutes after the release of students in their respective buildings, provided that such departure from regular working hours does not conflict with meetings scheduled under the provisions of Article 5.7.

When Association business requires said official to leave his/her building before the close of regular working hours, proper and timely advance notification shall be given to his/her building principal.

- F. In addition to the foregoing, the Board shall provide at no cost to the Association, sixty (60) days of released time per school year for the conduct of Association business. An additional thirty (30) days of released time per school year for the conduct of Association business shall be allowed providing the Association reimburses the Board for the monies expended to hire necessary substitutes. The Association shall be obligated to reimburse the Board for such substitute costs no later than June 15. Association days may be taken in whole or half-day segments. It is understood by both parties that written notification of intent to use Association days, as provided for herein, shall be forwarded to the Assistant Superintendent of Human Resources by the President or President-Elect at least twenty-four (24) hours in advance. In cases of emergency, notification by phone shall be considered appropriate.
- G. Time necessary to take the selective service physical examination.
- H. Personal business leave days shall be allowed at the rate of three (3) days per school year of on-the-job employment, non-accumulative. In all instances where personal business leave is involved, except as indicated elsewhere in this Article, notice by the teacher need only state that the leave is for personal business. The personal business leave allowance shall be pro-rated whenever actual on-the-job days are less than full term employment. Personal business leave shall be allowed only when the principal or other supervisory head has been notified of intended absence twenty-four (24) hours or more in advance. No personal business leave days shall be allowed during the first thirty (30) days of initial employment except for an emergency approved by the Assistant Superintendent of Human Resources. Teachers who have used three (3) personal leave days and terminate their employment prior to serving a minimum of ninety-five (95) contractual days, shall have one and one-half (1 1/2) days of personal business leave pay deducted from their final paycheck. Personal business leave days shall not be allowed immediately prior to or following a holiday or vacation or on a Friday preceding a Sunday or Monday holiday or vacation. Personal business leave time may be taken in units of one-half (1/2) days. The practice of extending a holiday or vacation by combining personal leave with unpaid leave shall be disallowed.
- I. Unused personal business leave days shall be added to the sick leave accumulation in units of one-half (1/2) days.

13.6 Teacher Professional Improvement Day

- A. Each teacher shall be allowed one (1) day per school year for Professional Improvement. Such days may be used at the teacher's discretion for, but not limited to, such activities as: seminars, workshops, inservices, educationally relevant visitations, etc. This day may be used in increments of one-half (1/2) day. Forty-eight (48) hours notice shall be given to the teacher's supervisor. The day shall not be used to extend a holiday or vacation. Starting in the year that 51 instructional hours are added to the present number of instructional hours, one (1) additional professional day will be added.
- B. Professional improvement days may be accumulated from year-to-year for the duration of this agreement. When using more than one (1) of these days consecutively, five days notice shall be given.

13.7 Adult Education - Paid and Unpaid Leaves

As the Adult Education work week is distributed over four and one half (4 1/2) days, each absence for sick leave, personal leave, professional leave or unpaid leave shall be in half-day segments (e.g. Monday through Thursday equals eight (8) half-day segments and Friday is one (1) half-day segment).

Upon the accumulation of four and one half (4 1/2) days absence for sick leave and/or unpaid leave, one half (1/2) day shall be added to the days taken.

(Examples: Absence of an entire week shall result in a five (5) day absence, or absence one (1) day per week for four (4) weeks plus an additional half (1/2) day would equal five (5) days.

13.8 Jewish Holidays

It is agreed that Jewish employees may take the day off in observance of the Jewish Holidays of Rosh Hashanah and Yom Kippur.

In exchange they will work Martin Luther King Day and report to work one day prior to the start of the normal school year, or use their professional improvement day as compensation for one day, or report to work two days prior to the start of the normal school year.

ARTICLE 14

Other Leaves of Absence

- 14.1 Leaves of absence of up to one (1) year without pay shall be granted upon request to any teacher who has completed at least three (3) years with the Muskegon Public Schools. Such requests shall be made sixty (60) days prior to the commencement of said leave, unless otherwise mutually agreed to for the following purposes:
- A. Study related to the teacher's license field.
 - B. Study to meet eligibility requirements for a license other than that held by the teacher provided such license and/or certification is related to the field of education.
 - C. Study, research or special teaching assignment involving advantage to the school system.
 - D. The regular salary increment occurring during such period shall be allowed for A, B, and C above.
 - E. Professional improvement and/or educational enrichment related to the teacher's area(s) of assignment and/or certification/license. Prior written approval by the Assistant Superintendent of Human Resources must be granted before the regular salary increment, occurring during such period, shall be allowed. Upon return the teacher shall be given the same teaching position. If the position no longer exists, the teacher will be given an equivalent position.
- 14.2 Parental Leave
- A. A teacher shall be entitled, upon written request, to a parental leave of absence for up to two (2) years without pay to commence at the end of disability due to childbirth, or any time during the first year after receiving defacto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption. Such requests shall include the beginning and probable ending date of said leave.
 - B. A teacher who is granted a parental leave of absence pursuant to this Section shall, after written notification to the Assistant Superintendent of Human Resources of a desire to return to active employment, be assigned to the first available position for which he/she is certified and qualified and for which his/her seniority entitles him/her to fill.
- 14.3 Personal Leave
- A. A teacher shall be entitled, upon written request, to a personal leave of absence of up to two (2) years without pay. Unless otherwise mutually agreed upon, such requests shall be made sixty (60) days prior to the commencement of said leave.
 - B. A teacher who is granted a personal leave of absence pursuant to this Section shall, after written notification to the Assistant Superintendent of Human Resources of a desire to return to active employment, be assigned to the first available position for which he/she is certified and qualified and for which his/her seniority entitles him/her to fill.
- 14.4 Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States in accordance

with the requirements of the applicable law. Teachers who make application to return to the Muskegon Public Schools within ninety (90) days of discharge from the armed forces shall be given the benefit of any increments up to a maximum of two (2) years credit which would have been granted to them had they remained in active service to the school system.

- 14.5 It is understood that under normal circumstances leaves cannot be consecutive or sequential (i.e. Parental Leave following a Parental Leave or Parental Leave followed by Personal Leave, etc.). Exceptions will be made only by mutual consent of the parties.
- 14.6 Other leaves of absence as granted by the Board.

ARTICLE 15

Teacher Evaluation

- 15.1 The primary purpose of teacher evaluation in the district shall be improvement of instruction and related services. Embodied within such purpose are the principles of due process and just cause as fundamental elements of the evaluation program. Because the improvement of instruction is basic to quality education, the criteria for teacher evaluation need to be continually reviewed and strengthened. To this end, the following body is established.
- A. A "Teacher Evaluation Committee" shall be established consisting of three (3) members appointed by the Association and three (3) members appointed by the Board. The Committee shall meet at the request of either party.
 - B. The Committee shall select a chairperson from one (1) of the three (3) persons appointed by the Association. The chairperson shall, in turn, appoint a recording secretary. Such secretary may be either a member from or outside the committee membership. However, if the person so appointed is from outside the committee, he/she shall serve in a non-voting capacity. All minutes of the committee shall be approved by the committee. Matters shall be determined by majority vote.
 - C. The purpose of the committee shall be to periodically review all facets of teacher evaluation in the district and recommend improvements as the need arises. Such recommendations, if subsequently and mutually agreed to by the Board and the Association, shall become a part of the evaluation procedure for the district in the succeeding school year.
 - D. Official minutes of each meeting, as approved by the committee, shall be maintained by the recording secretary of the committee and copies of all such minutes shall be promptly forwarded to the Board and the Association.
 - E. The committee shall file a report on its findings and recommendations to the Association and the Board within fifteen (15) calendar days after the conclusion of the final meeting.
- 15.2 Teacher Evaluation
- A. Each teacher within ten (10) work days after classes begin each school year or after initial employment (whichever is later), shall be apprised of the specific criteria upon which he/she will be evaluated. No teacher shall be evaluated until at least ten (10) work days after receiving the criteria upon which he/she will be evaluated.
 - B. For the purposes of classroom observation only, evaluation criteria shall be limited to the following areas, until changes or additions are recommended and approved by the Association:
 - 1. Knowledge of subject matter.
 - 2. Techniques of instruction.
 - 3. Classroom management.
 - 4. Relationships with students.

It is expressly understood by both parties, however, that evaluation criteria other than those criteria directly related to the actual teaching act may be employed as part of a teacher's overall evaluation, provided that such criteria has been previously approved and is currently in use or shall be subsequently recommended by the

"Teacher Evaluation Committee" and approved by the Board and Association prior to being implemented.

- C. It shall be the responsibility of the administration to assist teachers to become oriented to the district and seek to improve instruction through direct observation of teacher's work and by providing each teacher with written summaries of those observations together with all recommendations for improvement.

- D.
 - 1. The work performance of probationary teachers shall be observed and evaluated on at least two (2) occasions during each school year. These observations shall take place each probationary year and occur before a teacher has completed two (2) months and five (5) months of service while the regular school year is in session. Tenure teachers shall be observed at the discretion of the building principal at least once each year. Evaluations of tenure teachers shall occur at least once every three (3) years. In any interim year the absence of a written evaluation shall indicate that a teacher's performance has been satisfactory.

 - 2. No teacher shall be requested to evaluate another teacher unless such evaluation is part of a district training and/or inservice program. In all such cases, all evaluations shall immediately be given to and become the personal property of the teacher being evaluated. The parties further agree that no such evaluation as herein described shall be made available to, observed by, discussed with nor retained by the Board or its agents. Also, such evaluations shall not become a part of any school district record or file and reference to or use of data from said evaluations shall not be used in any manner whatsoever to judge the character or job performance of any teacher.

- E. All teacher evaluations shall adhere to the following procedures:
 - 1. Formal observations in the classroom or work station of at least thirty (30) consecutive minutes. No such evaluation shall take place during the following periods:
 - a. Ten (10) work days from the beginning of a class. In cases of a change in assignment or transfer (as defined in Article 8), twenty (20) work days.

 - b. For elementary teachers:
 - 1.) The last five (5) instructional days before the end of the school year.

 - 2.) The work week immediately preceding or the work day following the Christmas and Spring breaks.

 - 3.) Halloween and Valentine's Day.

 - c. For secondary teachers:
 - 1.) The last five (5) instructional days preceding the end of the semester and the end of the school year.

- 2.) The work day immediately preceding or the work day following the Christmas or Spring breaks, Spirit Week, and during all modified days, i.e. late start or early dismissal.
2. Within ten (10) work days of each formal observation, private conferences will be held where the teacher shall be provided with a written summary of the observation together with any recommendations the principal may have for the teacher.
 3. In cases where an evaluation indicates that an area of teaching performance will require significant improvement and the administrator considers the deficiency a serious impairment to effective teaching, the teacher shall be so informed, in writing, and a follow-up observation of the teacher shall take place within thirty (30) work days of the private conference.

If a transfer or change of assignment occurs before the follow-up observation can take place, the entire 30 work day period for the observation shall begin at the end of the 20 work day period as stated in E.1 a. Such impairments shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. The time and date of such follow-up observations shall be made known to said teacher and said teacher shall have the opportunity to provide the administration beforehand, in writing, with specific lesson plans which will be utilized during the forthcoming observation. Such plans will include provisions to correct serious impairments previously noted.
 4. In subsequent observations, failure by an administrator to note the status of a previously cited impairment(s) shall be interpreted to mean that adequate improvement by the teacher has taken place.
 5. Evaluation reports shall be signed by the teacher, but it is expressly understood that such signatures shall be interpreted to mean an awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
 6. A representative of the Association may, if requested by the teacher, be present during all evaluation and/or follow-up conferences.
 7. Both the teacher, Association President, and Association Grievance Chairperson will be notified thirty (30) work days before a formal evaluation if there were any serious impairments in any prior observation report, which the evaluator does not deem to have been satisfactorily addressed and/or improved upon by the teacher. Such notice shall specify the continuing concern and any steps requested of the teacher to rectify this concern. Upon receipt of this notice, the teacher may request a pre-evaluation conference in which such teacher may request Association representation prior to formal evaluation.
- F. Any teacher who has been placed on a formal program of assistance is not eligible for transfer to another building or program until he/she has been removed from the program of assistance. However, a transfer may be granted through agreement between the Association and the Board.
 - G. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping,

or undisclosed use of closed circuit television, public address or audio systems, wire or tape recorder and similar surveillance devices shall be strictly prohibited.

- H. Each teacher shall have the right, upon request for an appointment, to review the contents of any files and/or records of the district pertaining to said teacher, with the exception of professional credentials and confidential materials requested prior to the employment of the teacher by the Board. If, upon reviewing his/her files, a teacher believes that material placed in such files is inappropriate or in error, such material shall be corrected or expunged from the files, provided that proper cause is shown. A representative of the Association may accompany the teacher if requested to do so.
- I. No material, including but not limited to evaluations, or adverse material such as student, parental or school personnel complaints, originating after initial employment, shall be placed in a teacher's file unless the teacher has had an opportunity to review the material.
- J. Formal complaints against the teacher shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. A new copy of the complaint shall be forwarded to the teacher within three (3) work days of the filing. The teacher may submit a written notation regarding any material including complaints and the same shall be permanently attached to the file copy of the material in question. If the teacher is asked to sign, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Final disposition of the complaint that will become part of the evaluation process will be acted upon within twenty (20) work days.
- K. The Board and the Association recognize that, in most instances, the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment. The parties agree, however, that the quality of instruction provided to students is the basic responsibility of the school.
- L. Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure as set forth in Section 16.2 of Article 16.
- M. If the discharge of a teacher, due to adverse evaluation, is to be considered, such action shall be preceded by:
 - 1. Repeated occurrences of serious impairments to effective teaching.
 - 2. Direct communication to the teacher that he/she must improve and the consequences of failure to do so.
 - 3. Repeated attempts by administrators and the school district to provide assistance and resources to help the teacher improve.
 - 4. Substantial opportunity for the teacher to improve.
 - 5. Substantial data to suggest that the teacher is not competent to continue in the teaching profession.
- N. No later than May 1st of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering

each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association.

- O. Each teacher's evaluation shall include at the conclusion of the report, the statement:

“Considering all factors, the work performance of the teacher is –

Satisfactory _____ Marginal _____ Unsatisfactory _____”

ARTICLE 16

Teacher Discipline

16.1 Definitions

A. For the purpose of this article, the following definitions shall apply:

- “Progressive Discipline” Concept of applying disciplinary action in increasing degrees of severity, ranging from verbal warning (least severe) to discharge as a last resort (most severe).
- “Disciplinary Action” Disciplinary measures of a progressive nature, such as verbal warnings, written warnings, reprimands, suspensions, reduction in rank, compensation or professional advantage, or discharge.
- “Just Cause” The criteria for:
- a. Could the teacher reasonably have been expected to know that disciplinary action could result as a consequence of his/her behavior?
 - b. Was the rule or policy reasonably related to the orderly, efficient and safe operation of the district or to behavior that the district might properly expect of an teacher?
 - c. Prior to administering disciplinary action, was an effort made to determine whether, in fact, the teacher did violate or disobey a rule or policy?
 - d. Was the investigation conducted in an objective, impartial manner?
 - e. Did the investigation provide ample evidence that the teacher was guilty as charged?
 - f. Was the degree of discipline administered reasonably related to the seriousness of the teacher’s offense and past record of service to the district?
- “Procedural Due Process” Adherence to procedures as specified in this Agreement.

16.2 No disciplinary action shall be taken against any teacher without just cause. Any such discipline, including adverse evaluation of a teacher’s performance, shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available in writing to the teacher, and if the teacher so requests, a copy will be provided to the Association.

16.3 A teacher shall be entitled to have a representative of the Association present during any disciplinary action. When a request for such representation is made, action with respect to the teacher shall, at the request of the teacher, be deferred up to forty-eight (48) hours, to allow the representative of the Association to be present.

16.4 The Board agrees to follow a policy of progressive discipline.

16.5 Except in those instances involving gross misconduct where sections (a) and (b) of “Just Cause” definition would apply, if the discharge of a teacher is to be considered, such action shall be preceded by:

- A. Repeated occurrences of the alleged offense.
- B. Direct communication to the teacher that he/she must improve and the consequences of failure to do so.
- C. Repeated attempts by administrators and the school district to provide assistance and resources to help the teacher improve.
- D. Adequate opportunity for the teacher to improve.
- E. Adequate data to suggest that the teacher is unfit for the teaching profession.

16.6 In all instances involving discipline measures instituted by the Board against a teacher, the Board shall bear the burden of proof.

16.7 Grievance Procedure: Teacher Evaluation and Discipline.

Grievances pertaining to discipline action (as defined in Section 16.1 of this Article), adverse evaluation of teacher performance or alleged improper placement on third year probation asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure.

ARTICLE 17

Protection of Teachers

17.1

- A. Since the teacher's authority and effectiveness in his/her classroom or other place of assignment is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers. In view of this, building administrators shall make every effort to support teachers in the establishment of a learning environment in the building that is conducive to effective instruction.
- B. The Board further recognizes that the teacher, other than teachers of special education, may not fairly be expected to assume the responsibility for severely emotionally impaired students. It is acknowledged by both parties, however, that under the provisions of Public Act 451 of 1976 (P.A. 198 of 1971 revised) and Public Law 94-142 of 1975, Education of All Handicapped Children, the determination of appropriate education programs for students entitled to special education services and programs lies within the jurisdiction of the Individual Educational Planning Committee (IEPC) and implementation of current Michigan Special Education Rules and Regulations, and Michigan Special Education Rules as amended in 1987.
- C. The Board recognizes the need to allow time for sending and receiving teachers to write reports and attend individualized educational planning committee meetings. At the secondary level, a potential receiving general education teacher or a counselor shall be selected by the building principal. This teacher shall review the plan with other receiving teachers to discuss possible changes before any new program is implemented.

17.2 Although compulsory education has been mandated by statute and enforced by the courts to guard the student from arbitrary exclusion, attendance can be prohibited or restricted when a student is in violation of one or more of the categories of misconduct as outlined in the Student Code of Conduct approved by the Board. Therefore –

- A. A teacher may immediately refer a pupil from a class to the principal's office when the seriousness of the offense, the persistence of the misbehavior and/or the disruptive effect of the violation(s) makes the continued presence of the student in the classroom intolerable. For the purposes of this section, the term "intolerable" shall refer to any student behavior that threatens the welfare and/or safety of the teacher and/or other students, disobedient or gross misbehavior as defined in the Student Code of Conduct, and/or any activity that is so disruptive the instruction is continually interrupted. In such cases all offenses shall be documented and the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be permitted to return to the classroom from which he/she was referred for the remainder of the class period in secondary schools, (equivalent time in elementary schools), unless specifically requested by the teacher at the time the student is sent from the room. Supervision of such students shall not be the responsibility of another teacher, unless the teacher agrees to this assignment and the duration is on a semester basis.
- B. When, in the opinion of the teacher, the student's behavior continues to be disruptive to the learning process after returning to class, or the student continues to violate known and approved rules pertaining to student behavior, the teacher shall furnish the principal full particulars of all aforementioned incidents of misbehavior and a

description of efforts the teacher has made to work more effectively with the student. Action taken by the principal shall be reported in writing to the teacher. The principal's written response shall include full particulars of the content of his/her discussion with the student, what conditions have been established to deal with future incidents and the disposition of the case. The student shall not be returned to the classroom until a consultation with the principal, teacher and student has taken place in accordance with the following rules:

1. The consultation shall be in private.
2. The teacher shall have the right to representation by the Association.
3. The consultation should not interrupt the teacher's instruction time.
4. Every effort will be made by the administration to involve the parent(s), including notification by certified mail.

C. Student misconduct in hallways and other places where teachers have responsibility to supervise student conduct shall be dealt with as outlined:

1. The teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
2. The principal shall respond to the teacher in writing. The principal's written response shall include full particulars of the content of his/her discussion with the student, what conditions have been established to deal with future incidents, and the disposition of the case.
3. If the consultation between the principal, teacher and student is requested by either the teacher or the principal, the provisions of 17.2 B. 1., 2., 3., and 4 of this Article shall apply.

17.3 When a teacher has one or more pupils who, in the opinion of the teacher, is repeatedly disruptive to the learning process of his/her classmates, or is repeatedly in violation of the Student Code of Conduct, and previous efforts by the teacher(s) and the principal/administrator have failed to alleviate or rectify the situation, a written report by the classroom teacher will be given to the building principal/supervisor who will forward this report to the Assistant Superintendent of Educational Services. Effective steps will be made by the administration and the Board to alleviate the situation by whatever means is available including referral for a special education evaluation. This evaluation is to be given priority status.

17.4 Any case of assault upon a teacher shall be promptly reported in writing to the Board or its designated representative. Copies of this report are to be forwarded immediately to the Association. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assaults and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

17.5 If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary legal assistance to the teacher for his/her defense, provided the teacher has complied with the Student Code of Conduct as established by the Board.

17.6 Time lost by a teacher in connection with any suit referred to in Paragraph 17.5 above of this Article shall not be charged against a teacher unless the teacher is proven guilty or found

liable in a court of law. Under no circumstances shall such loss of time be allowed if the teacher involved was following the guidelines of the Student Code of Conduct and performing his/her assigned duties.

- 17.7 The Board will reimburse teachers for any non-negligent loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises if such loss or damage is the result of a student attack upon the teacher or results from student resistance to reasonable discipline or physical restraint by the teacher.
- 17.8 The Board will strongly encourage building administrators to enforce the present and future trespassing laws. These laws will be enforced against all students not assigned to that building, non-students and non-employees.
- 17.9 It is understood that teachers shall have the right, if in doubt, to request and receive any administrative order in writing unless an emergency situation exists.
- 17.10 No action shall be taken on any complaint by a parent or a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file before such matter is reported in writing to the teacher concerned.
- 17.11 The standard for administering student discipline in the district for both teachers and administrators shall be the Student Code of Conduct, as currently adopted, or subsequently revised by the Board. The Association may, as deemed necessary, suggest revisions of the Student Code. Such recommendations shall be conveyed in writing to the Office of Pupil Personnel Services. If any provision of the Student Code or any application of it shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. A copy of the current Student Code shall be provided to each teacher no later than the first week of each school year or within ten (10) days after any revision is made.
- 17.12 Any resignation submitted by a member of the bargaining unit during the school year and/or prior to July 1, may be revoked by said member within seven (7) calendar days after the Association has been notified. If such resignation is submitted after July 1, and before the start of the school year, the time allowed for revocation shall be three (3) weekdays, after the Association has been notified.

Article 18

Negotiation Procedures

- 18.1 The initial meeting in negotiations shall be for the purpose of discussing ground rules and for mutually establishing a regular schedule of meeting dates. Such meeting shall be scheduled for no later than April 15 of the year in which the contract expires. The parties further agree that all initial proposals shall be exchanged within thirty (30) days of the first meeting.
- 18.2 In any negotiation described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of a majority of the Board and the Association. Each organization pledges that its negotiating team represents the respective organization clothed with the power to properly and effectively negotiate.
- 18.3 Four (4) signed copies of the final Agreement shall be executed by the parties. Two (2) shall be retained by the Board and two (2) by the Association.

ARTICLE 19

Grievance Procedure and Arbitration

19.1 Definitions

- A. A grievance is defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. An "aggrieved person" is the teacher(s) and/or Association having a grievance.

19.2 Purpose

- A. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances.
- B. Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the Administration.

19.3 Procedure

- A. Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level are maximums and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.
- B. A representative of the Association shall be involved in every level of the grievance unless the teacher(s) specifically waive(s) the right of representation in writing to the Association and the Board.
- C. Grievances shall be resolved as follows:

Level One

1. In the event that the aggrieved person believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the appropriate administrator accompanied by a representative of the Association. If the alleged grievance involves a single building, it shall be initiated with the building principal or supervisor. If the alleged grievance involves more than a single building, the aggrieved person may elect to institute the informal discussion at Level Three. Such discussion must take place within ten (10) work days of the alleged infraction or within ten (10) work days of the discovery thereof.
2. Within five (5) work days after discussion of the alleged grievance, the administrator shall give his/her answer orally to the aggrieved person and complete the Step 1 procedure as included on the Association grievance report form. This statement shall be signed by the administrator and include the date that the original disposition occurred. The administrator shall send a copy of the completed grievance report form to the Chairperson of the Association's Professional Rights and Responsibilities Committee.

Level Two

If the aggrieved person is not satisfied with the disposition made at Level One or if no disposition is made within five (5) work days after such discussion, he/she may file the grievance in writing with his/her building principal, with a copy to the Chairperson of the Association's Professional Rights and Responsibilities Committee. The principal shall within five (5) work days after receiving the grievance give the aggrieved person his/her written answer, with a copy to the Chairperson of the Professional Rights and Responsibilities Committee.

Level Three

If the grievance is not resolved in Level Two, the aggrieved person may, within five (5) work days of receipt of the principal's answer, submit to the Assistant Superintendent of Human Resources a signed, written "Statement of Grievance." A copy shall be given to the principal involved at the same time. The "Statement of Grievance" on the form available from the Association shall name the aggrieved person involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the aggrieved person with respect to these provisions, shall indicate the relief requested and shall be signed by the aggrieved person involved. The Assistant Superintendent of Human Resources, or a designated representative, shall give the aggrieved person an answer in writing no later than five (5) work days after receipt of the written grievance. The Assistant Superintendent of Human Resources shall send a copy of his/her answer to the Chairperson of the Professional Rights and Responsibilities Committee. If further investigation is needed, additional time may be allowed by mutual agreement of the Assistant Superintendent of Human Resources and the Association.

Level Four

If the grievance is not resolved at Level Three, the Superintendent and representatives of the Association shall meet within a reasonable time, not to exceed ten (10) work days unless a longer time is mutually agreed upon between the parties to discuss the grievance. In the event that the Superintendent is unavailable and an extension of the time limit is not granted, the Superintendent may appoint a designee.

The decision reached by the Superintendent and other representative of the Board shall be in writing and shall be forwarded to the aggrieved person within ten (10) work days following the conclusion of the meeting. A copy of this decision shall be simultaneously provided to the Chairperson of the Professional Rights and Responsibilities Committee. Additional time may be allowed by mutual agreement of both parties.

Level Five

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Level Four above, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must take place within fifteen (15) work days from the date of the receipt of the Level Four decision.

The arbitrator shall be chosen, within the next ten (10) work days, by the designated representative of the Association and the designated official of the Board. In the event that mutual agreement of an arbitrator cannot be reached within the above period, the Association will ask the American Arbitration Association to submit a list of five (5) qualified arbitrators and the arbitrator will be selected from that list.

- 19.4 Powers of the Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her 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 Association where such discretion has been retained by the Board or the Association; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties.
 - B. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - C. No decision in any one (1) case shall require a retroactive adjustment in any other case.
- 19.5 Any claim or grievance instituted prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.
- 19.6 Paid leave shall be provided any teacher(s) identified as the aggrieved party(ies) who is called to testify at an arbitration hearing.
- 19.7 In the event that a grievance is filed by a teacher or the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties, may, by mutual consent, send the grievance directly to binding arbitration.
- 19.8 Should the Board, or its agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the Association's position shall stand. Should the Association not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the Board's position shall stand.

Such requirements may be suspended only by mutual written agreement of both parties.

ARTICLE 20

Inclement Weather

- 20.1 Whenever the Board determines that weather conditions are such that schools will not be conducting regular classroom schedules, notice of this decision shall be communicated by radio, television, voicemail or other means as soon as this can reasonably be accomplished. Every effort will be made to publicly announce the decision to cancel or delay school by 6:00 a.m. When schools are closed due to weather conditions or other "Acts of God," teachers shall not be expected to report for work.
- A. The Board shall give consideration to road hazards, availability of parking and other conditions in scheduling teacher arrival and departure time.
 - B. Should weather conditions cause the closing of schools during the school day, teachers shall remain in school until the students have left school and the building administrator, barring an emergency, shall remain until students leave. When such an emergency arises, the building administrator shall appoint a voluntary designee.
 - C. When schools are open and teachers are unable to report for work because of severe inclement weather or an "Act of God" or their health and safety are threatened by attempting to report, these teachers may utilize a personal leave day without the required prior notice being given. If personal leave days are exhausted, up to two (2) sick days may be used. Any additional problems may be presented to the Assistant Superintendent of Human Resources for consideration.
- 20.2 If school days are lost on a district-wide basis due to weather conditions or "Acts of God," the following procedure for determining make-up days shall be followed:
- A. The first three (3) Act of God days shall not be required to be made up; the fourth (4) Act of God day shall be made up with no additional pay. The fifth (5) Act of God day shall not be made up. Any days beyond five (5) shall be made up with no additional pay.
 - B. If there are more than three school days lost prior to five (5) school days before Mid-Winter Break, the fourth lost day shall be made up the first day of Mid-Winter Break.
 - C. If additional days are to be made up, representatives of the Board and the Association shall meet within ten (10) school days of knowledge of the problem to negotiate how such days and/or hours will be made up. If agreement on how the days and/or hours shall be made up is not reached within fifteen (15) school days, the days will be added to the end of the calendar.
 - D. When a State law or regulation changes to require additional days and hours to be made up due to inclement weather, such lost days and hours shall be made up with no additional pay.
 - E. If school days are lost in an individual building due to weather or "Acts of God," the following procedure must be followed:
 - 1. If the closing of the building beyond three student days affects the student population such that there is a loss in State Aid the provision in B above shall be followed. No teacher shall be required to report for work when the building is closed.

2. If a building closure occurs that does not cause a loss in State Aid, the following provisions shall apply:
 - a. When possible, teachers in affected building(s) shall be notified, in a timely manner, to not report for work, or to report to another location in the District for teacher planning.
 - b. If the cause of closure occurs after the start of the school day those people in the affected building(s) shall be allowed to leave, or report to another location in the District for teacher planning, according to the discretion of the Board.
 - c. The affected teachers shall not be assigned to duties in other buildings.
 - d. Teachers shall not incur a loss of time or pay due to the closure of a building(s).

ARTICLE 21

Insurance Protection

21.1 The Board shall make premium contributions, upon application, for teachers and their eligible and sponsored dependents, toward MESSA-PAK Program 745 protection, either Plan A or Plan B, for a full twelve (12) month period. The extent of coverage shall be determined by the teacher's qualification for one of the following categories:

- A. Member
- B. Member and spouse
- C. Member and child
- D. Full family

21.2 For 2008-2009

PAK A

A. PAK A shall consist of:

MESSA Super Care I rev. XVA2, \$100/200 annual deductible, \$5/\$10 Rx co-pay, with:
Hearing Aid and Prevention Care riders.
MESSA Dental Plan E007 80/80/80.
MESSA VSP-2 Vision Care Plan.
MESSA Negotiated Life \$50,000 with AD&D.
MESSA Long Term Disability insurance.

B. The Board shall pay for ninety (90) percent of the total health care portion of the PAK A rate including the hearing and prevention care riders plus the full cost of the dental, vision, and life provisions. Teachers will pay ten (10) percent of the total health care portion of the PAK A rate including the hearing and prevention care riders plus the actual cost of the Long Term Disability insurance. Teacher contributions shall be made through the district's IRS Section 125 Salary Reduction Plan for health insurance contributions.

For 2009-2010

PAK A

A. PAK A shall consist of:

MESSA Choices II XVA2, HCR, PCR, AI \$100/200 annual deductible
\$10/\$20 Rx co-pay, \$10 OV/\$25 UC/\$50 ER
MESSA Dental Plan E007 80/80/80.
MESSA VSP-2 Vision Care Plan.
MESSA Negotiated Life \$50,000 with AD&D.
MESSA Negotiated Long Term Disability insurance.

B. The Board shall pay for 92.5 percent of the total health care portion of the PAK A rate plus the full cost of the dental, vision, and life provisions, plus 25% of the actual cost of Negotiated Long Term Disability Insurance. Teachers will pay 7.5 percent of the total health care portion of the PAK A rate plus the 75% of the actual cost of the Negotiated Long Term Disability Insurance. Teacher contributions shall be made through the district's IRS Section 125 Salary Reduction Plan for health insurance contributions.

21.3 For 2008-2009

PAK B

A. PAK B shall consist of:

MESSA Dental Plan E007 80/80/80.
MESSA VSP-2 Vision Care Plan.
MESSA Negotiated Life \$50,000 with AD&D.
MESSA Long Term Disability insurance.

B. Those selecting Plan B shall also be eligible for a dollar amount up to the Board's contribution toward the Super Care I health insurance single subscriber insurance premium less the cost of the Long Term Disability insurance. Teachers may elect:

1. Cash in-lieu of payments or;
2. Non-taxable MESSA Variable Option or;
3. A tax deferred annuity plan in accordance with IRS Section 403(b) regulations.

C. If a husband and wife are both members of the bargaining unit, one (1) shall elect PAK A and the other shall elect options as indicated above.

For 2009-2010

PAK B

PAK B shall consist of:

MESSA Dental Plan E007 80/80/80.
MESSA VSP-2 Vision Care Plan.
MESSA Negotiated Life \$50,000 with AD&D.
MESSA Negotiated Long Term Disability insurance.

D. The Board shall continue to pay \$509 a month to those selecting PAK B in July and August 2009. Effective in September 1, 2009 those selecting PAK B shall also be eligible for a dollar amount up to the Board's contribution toward the PAK A Health Insurance single subscriber premium less the employee's cost of 75% of the Negotiated Long Term Disability insurance.

1. Cash in-lieu of payments or;
2. Non-taxable MESSA Variable Option or;
3. A tax deferred annuity plan in accordance with IRS Section 403(b) regulations.

E. If a husband and wife are both members of the bargaining unit, one (1) shall elect PAK A and the other shall elect options as indicated above.

21.4 This insurance program shall be effective at the beginning of the month following the thirty-day program change notification period required by MESSA following ratification. Such insurance program shall remain in effect through June 30, 2010.

21.5 Effective July 1, 2010, the provisions of this Article shall apply until such time a successor agreement is ratified.

- 21.6 The Board shall provide without cost to the teacher MESSA term life insurance with AD&D with a value of \$50,000 for each member of the Association. The aforementioned benefits will be paid to the teacher's designated beneficiary.
- 21.7 The Board shall provide without cost to all teachers and their eligible dependents, the MESSA Dental Care Program E, 80-80-80, with the 007 Rider.
- 21.8 The Board shall provide without cost to all teachers and their eligible dependents, the MESSA VSP-2 Vision Care Plan.
- 21.9 The obligation of the Board to provide the above insurance to any teacher, notwithstanding the above provisions, shall be continued until the teacher has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation. Individual cases may be subject to review by representatives of the Association and the Board.
- 21.10 Open enrollment period(s) shall be jointly established by the Board, the Association and the insurance provider, including opportunities for summer pre-enrollment or fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package. New enrollments and qualifying changes may take place at any time. The Board will be responsible for providing insurance information, including applications, claim materials and enrollment meetings for the aforementioned programs.
- 21.11 In the event that a teacher has exhausted paid sick leave and continues to be affected with, or suffers a medically confirmed illness or disability that causes the teacher to be confined and/or restricted in such way as to prevent him/her from performing those active duties to which he/she was assigned, insurance benefits shall continue uninterrupted for periods as indicated below:
- A. Teacher employed less than two (2) years – 6 months.
 - B. Teacher employed more than two (2) years – 12 months.
- 21.12 In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the spouse and/or eligible dependents throughout that school year and the following July and August. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the spouse and/or eligible dependents through September 30 of that year. In either of the above cases, the Board shall continue payments for no less than three (3) months.

Article 22

Instructional Council and Professional Study Committees

- 22.1 The Board and the Association hereby establish an advisory group known as the "Instructional Council." The framework for the operation of the Council shall be as follows:
- A. The Assistant Superintendent for Instructional Services shall, at least once each semester, convene and chair a meeting of the Instructional Council.
 - B. The purpose of the Instructional Council shall be to –
 - 1. Study the contents, nature, design and materials of the curriculum.
 - 2. Review the curricular suggestions for the coming year.
 - 3. Recommend the priorities of curricular areas to be studied.
 - 4. Submit through the Assistant Superintendent for Instructional Services an annual budget request to support the work of the Council.
 - 5. Appoint Instructional Council Building Representatives.
 - C. The Council shall be composed of six (6) teachers appointed by the Association and six (6) administrators appointed by the Assistant Superintendent for Instructional Services. Both teachers and administrators appointed to the Council shall, to the extent possible, represent the various components and/or levels of the district's instructional program.
 - D. At the request of a majority of the Council, the Assistant Superintendent for Instructional Services shall appoint parents and/or students to its membership.
 - E. Up to the equivalent of thirty (30) half (1/2) days will be made available to the Instructional Council for release time of council members.
 - F. Instructional Council Building Representatives:
 - 1. An Instructional Council Building Representative shall be appointed in each building. Where there is more than one level or program in a building, i.e., elementary/secondary or elementary/special education or secondary/special education, a representative from each will be appointed. These Building Representatives will serve the Council in an advisory capacity.
 - 2. The Instructional Council shall hold meetings with the Instructional Council Building Representatives as they deem necessary.
 - 3. The purpose of such meetings shall be to provide the Instructional Council Building Representatives with an opportunity to identify areas of concern and to be provided with current information regarding the activities of the Instructional Council.
 - 4. Such meetings shall be in addition to those provided for in Article 5.5.
- 22.2 The Board or its designated representatives shall respond in writing to the recommendations of the Council.

- 22.3 While the final decision concerning curriculum and curricular change is acknowledged to be the sole responsibility of the Board, the parties recognize the value of having teachers serve on various professional study committees which would act in an advisory capacity relative to the status of the curriculum. Therefore, the Board and the Association support the following:
- A. Teachers should respond in a positive manner when requested to serve on professional study committees.
 - B. Fifty percent (50%) of all teachers on all professional study committees established by the Board shall be appointed by the Association.
 - C. Professional study committees may be formed upon the recommendation of the teachers.
 - D. Teacher representation on all study committees shall consist of at least fifty percent (50%) of the professional staff members of the committee.
 - E. There is a value in having students and/or parents serving on certain types of professional study committees. At the request and approval of the majority of the committee, the Assistant Superintendent for Instructional Services shall appoint parents and/or students to its membership.
 - F. Up to the equivalent of sixty (60) half (1/2) days will be made available to the Study Committees to provide for substitutes for release time for members of the committees. All efforts will be made to provide equal release time for all study committees.

Article 23

Miscellaneous Provisions

- 23.1 The Board agrees at all times to attempt to maintain an adequate list of substitute teachers. Elementary teachers shall call the principal or other designated representative before 6:45 a.m. to report unavailability for work. Secondary teachers shall call the principal or other designated representative before 6:45 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Teachers shall not arrange for their own substitutes if absence will exceed 19 consecutive days. However, teachers may suggest in advance to their building principal the names of any substitutes they would prefer. All other absences will adhere to District adopted procedures.
- 23.2 The Association and the Board recognize that the Code of Ethics of the Education Profession, as adopted by the MEA Representative Assembly, July, 1975, is considered to be acceptable criteria of professional behavior.
- 23.3 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into, and be considered part of, the established policies of the Board.
- 23.4 Copies of this Agreement shall be printed, mimeographed or otherwise legibly reproduced in a form mutually agreed to by the Association and the Board, at the expense of the Board and presented to all teachers now employed or thereafter employed by the Board. Preparation of the new master agreement shall begin within two (2) work days following ratification by both parties, and shall be ready for printing within fifteen (15) work days. Distribution of the master agreement shall occur within twenty-five (25) work days or, once issued, within the first ten (10) days of employment for new employees. An additional fifty (50) copies shall also be made available to the Association without charge.
- 23.5 If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to full force and effect.
- 23.6 Copies of the Student Code of Conduct shall be presented to all teachers within the first ten (10) days of each school year. New teachers hired during the school year shall receive their copy within the first ten (10) days of employment, any revisions to the Student Code of Conduct shall be distributed to all teachers within ten (10) days after Board adoption.
- 23.7 Job Descriptions:
- A. Any job description developed for a teaching position shall be placed in writing.
 - B. Teachers covered by a job description shall have an opportunity to review the description and have input before the job description is finalized.
 - C. No job description shall be adopted without the mutual consent of the Teacher Evaluation Committee (as established in Article 15), and the Board or its designated representatives.

Article 24

Management Rights

24.1 It is recognized by the Association that the controlling factor throughout all relationships of the Board and the Association is contained in the words "working for the welfare and the good of all individuals in the school district." Teachers are encouraged to devote extra time in the interest of the children in the district as well as encouraged to be a part of the community.

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without the generality of the foregoing, the right –

- A. To the executive management and administrative control of the school system and its properties and facilities, and for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties.
- B. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

24.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices 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 and then only to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE 25

Non-Discrimination

The Board and the Association shall not discriminate on the basis of race, religion, color, age, sex, marital status, national origin, or disability.

- A. The Board and the Association, in recognition of the desirability of minority representation on the professional faculty, hereby declare a policy of actively seeking minority group personnel. Minority personnel are defined as Native American, Black, Hispanic, Latin, Asian, disabled and other minority group Americans.
- B. The Board pledges that in addition to normal and/or current means utilized to advertise for and/or recruit new teaching personnel, it will utilize agencies, colleges, universities, placement bureaus, minority teachers currently employed, etc., that traditionally enroll, service, or would have knowledge of such minority group persons eligible to interview for professional employment in the district.

ARTICLE 26

Definitions

- 26.1 Assignment - A position within a building or unit a teacher receives from the Board which includes all available information such as: grade level, program, classification, subject area/course name, number of sections of each course, team assignment, building assignment within district-wide units, and room number.
- 26.2 Certification - Teacher certificate, endorsement or permit, established by the Michigan Department of Education.
- 26.3 Change of Assignment - A full or partial change of assignment within a building(s) or district wide unit(s).
- 26.4 Displaced Teacher - A teacher employed by the Board, but not yet assigned to a particular position.
- 26.5 District Wide Unit (Unit) - A program as set forth in Article 6.4.
- 26.6 Itinerant - A teacher assigned to more than one building.
- 26.7 Job Selection Process - The process that allows teachers to select open positions for the following school year. This process begins with the twenty-first day of the second semester and ends with the completion of the maximization process on the last teacher work day of the school year.
- 26.8 Maximization - The involuntary transfer of teachers, based on seniority, certification, qualification, and by mutual agreement between the Board and Association after the Job Selection Meeting, to assure that the highest number of teachers are employed. Maximization ends on the last teacher work day of the school year.
- 26.9 Muskegon Vacancy Process (M.V.P.) - The method in which jobs are filled after the Job Selection Process and through the twentieth school day of the second semester.
- 26.10 Open Position - A position available for selection at the Job Selection Meeting in May.
- 26.11 Qualified (Qualifications) - must include at least one of the following A, B or C:

A.

Program or Position	Qualification
1. Pre-school – 5 th grade	State certification
2. Specialized Itinerant teachers of vocal music, art, library, and physical education	Major, minor or graduate degree in the field
3. Grades 6-8 Core Subjects (math english, social studies, and science)	State certification and a major or minor in the subject area
4. Specialized - Grades 6-8 (music, art, physical education, foreign language, industrial arts, home economics, etc.)	Major, minor, work-related experience or graduate degree in the field
5. Grades 9-12	State certification and North Central certified
6. Bilingual Education or E.S.L.	Certified or endorsed
7. Teachers of the Hearing Impaired and Speech Pathologists working with Hearing Impaired Students	Advanced rating on Sign Communication Proficiency Interview (SCPI), or; A score of Intermediate or Intermediate

	Plus (teacher must have a rating of advanced within 2 years), or; Registered Interpreter for Deaf) RID, or; State Qualified Assurance Interpreter; or; demonstrate progress through annual testing .
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- B. License or Certification in Specialized Degree Areas – i.e. speech therapist, psychologists, social worker, occupation therapist, physical therapist, audiologist, or orientation mobility specialists.
- C. Specialized training or education as required for a grant or an agreement to obtain necessary training within a reasonable time of selecting a position, as described for interview positions, vacancies, or voluntary transfers. Training will be offered during the summer and during the school year after the student day with stipends for full and one half days and the hourly rate for less than 3 hours per session. Dates of such trainings shall be published with the posting and a teacher accepting such position is expected to attend. The teacher may choose between summer and school year training.
- D. Also, where applicable to a program or position “qualified” is subject to the definition of “highly qualified” from the No Child Left Behind Act.
- E. However, if the No Child Left Behind Act is rescinded or no longer impacts qualifications, any teacher facing layoff may use full certification in order to remain employed.

26.12 Recall List - A current list of teachers eligible for reemployment with the District.

26.13 School Day - A day in which students are in attendance.

26.14 Seniority - The amount of time continuously employed as a member of the bargaining unit (except as set forth in Article 7.3).

26.15 Transfer - Change of building(s) and/or district wide unit(s).

A. Involuntary Transfer - An unrequested change in building(s) and/or district wide unit(s).

B. Voluntary Transfer - Requested change in building(s) and/or district wide unit(s).

26.16 Vacancy - An unassigned position that the Board intends to fill through the Muskegon Vacancy Process and is not currently held by another teacher. A vacancy occurs after the Job Selection Process is completed.

26.17 Work Day - During the school year, a work day is defined as a required teacher attendance day. During the summer, a work day is defined as a day Central Administration is open.

Article 27

Duration of Agreement/Entire Agreement Clause

- 27.1 The terms of this Agreement are effective as of July 1, 2008, and shall continue in effect until June 30, 2010.
- 27.2 This Agreement supersedes and cancels all previous written Agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Salary

2008-2009

The salary schedule for the 2008-2009 school year shall be increased 0.5% over the 2007-2008 salary schedule.

2009-2010

The salary schedule for the 2009-2010 school year shall be increased 0.5% over the 2008-2009 salary schedule.

TABLE I-A
SALARY SCHEDULE
2008-2009

2008/2009 TEACHER SALARY SCHEDULE WITH .5% INCREASE

Years	PTS	BA	PTS	BA20	PTS	MA	PTS	MA30	PTS	MA60
35		65630		68570		71509		72611		73346
30		64483		67423		70362		71464		72199
25		63330		66270		69209		70311		71046
20		62178		65118		68057		69159		69894
15		61030		63970		66909		68011		68746
14	163.0%	59889	171.0%	62829	179.0%	65768	182.0%	66870	184.0%	67605
13.5	163.0%	59889	171.0%	62829	179.0%	65768	182.0%	66870	184.0%	67605
13	163.0%	59889	171.0%	62829	179.0%	65768	182.0%	66870	184.0%	67605
12.5	163.0%	59889	167.5%	61543	175.0%	64299	177.5%	65217	179.5%	65952
12	163.0%	59889	164.0%	60257	171.0%	62829	173.0%	63564	175.0%	64299
11.5	159.0%	58420	160.5%	58971	167.5%	61543	169.5%	62278	171.5%	63013
11	155.0%	56950	157.0%	57685	164.0%	60257	166.0%	60992	168.0%	61727
10.5	151.5%	55664	153.5%	56399	160.5%	58971	162.5%	59706	164.5%	60441
10	148.0%	54378	150.0%	55113	157.0%	57685	159.0%	58420	161.0%	59155
9.5	144.5%	53092	146.5%	53827	153.5%	56399	155.5%	57134	157.5%	57869
9	141.0%	51806	143.0%	52541	150.0%	55113	152.0%	55848	154.0%	56583
8.5	138.0%	50704	140.0%	51439	146.5%	53827	148.5%	54562	150.5%	55297
8	135.0%	49602	137.0%	50337	143.0%	52541	145.0%	53276	147.0%	54011
7.5	132.0%	48499	134.0%	49234	139.5%	51255	141.5%	51990	143.5%	52725
7	129.0%	47397	131.0%	48132	136.0%	49969	138.0%	50704	140.0%	51439
6.5	126.0%	46295	128.0%	47030	133.0%	48687	135.0%	49602	137.0%	50337
6	123.0%	45193	125.0%	45928	130.0%	47765	132.0%	48499	134.0%	49234
5.5	120.5%	44274	122.5%	45009	127.0%	46662	129.0%	47397	131.0%	48132
5	118.0%	43356	120.0%	44090	124.0%	45560	126.0%	46295	128.0%	47030
4.5	115.5%	42437	117.5%	43172	121.5%	44642	123.5%	45376	125.5%	46111
4	113.0%	41518	115.0%	42253	119.0%	43723	121.0%	44458	123.0%	45193
3.5	110.5%	40600	112.5%	41335	116.5%	42804	118.5%	43539	120.5%	44274
3	108.0%	39681	110.0%	40416	114.0%	41886	116.0%	42621	118.0%	43356
2.5	106.0%	38947	108.0%	39681	112.0%	41151	114.0%	41886	116.0%	42621
2	104.0%	38212	106.0%	38947	110.0%	40416	112.0%	41151	114.0%	41886
1.5	102.0%	37477	104.0%	38212	108.0%	39681	110.0%	40416	112.0%	41151
1	100.0%	36742	102.0%	37477	106.0%	38947	108.0%	39681	110.0%	40416

LONGEVITY

YEARS	AMOUNT
15-19	1141
20-24	2289
25-29	3441
30-34	4594
35+	5741

For Doctorate add \$889 to MA60

TABLE I-B
SALARY SCHEDULE
2009-2010

2009-2010 TEACHER SALARY SCHEDULE WITH .5% INCREASE

Years	PTS	BA	PTS	BA20	PTS	MA	PTS	MA30	PTS	MA60
35		65959		68913		71868		72975		73714
30		64806		67760		70715		71822		72561
25		63647		66601		69556		70663		71402
20		62489		65443		68398		69505		70244
15		61336		64290		67245		68352		69091
14	163.0%	60189	171.0%	63143	179.0%	66098	182.0%	67205	184.0%	67944
13.5	163.0%	60189	171.0%	63143	179.0%	66098	182.0%	67205	184.0%	67944
13	163.0%	60189	171.0%	63143	179.0%	66098	182.0%	67205	184.0%	67944
12.5	163.0%	60189	167.5%	61851	175.0%	64621	177.5%	65544	179.5%	66282
12	163.0%	60189	164.0%	60559	171.0%	63143	173.0%	63882	175.0%	64621
11.5	159.0%	58712	160.5%	59266	167.5%	61851	169.5%	62590	171.5%	63328
11	155.0%	57235	157.0%	57974	164.0%	60559	166.0%	61297	168.0%	62036
10.5	151.5%	55943	153.5%	56681	160.5%	59266	162.5%	60005	164.5%	60743
10	148.0%	54650	150.0%	55389	157.0%	57974	159.0%	58712	161.0%	59451
9.5	144.5%	53358	146.5%	54097	153.5%	56681	155.5%	57420	157.5%	58158
9	141.0%	52066	143.0%	52804	150.0%	55389	152.0%	56128	154.0%	56866
8.5	138.0%	50958	140.0%	51696	146.5%	54097	148.5%	54835	150.5%	55574
8	135.0%	49850	137.0%	50589	143.0%	52804	145.0%	53543	147.0%	54281
7.5	132.0%	48742	134.0%	49481	139.5%	51512	141.5%	52250	143.5%	52989
7	129.0%	47635	131.0%	48373	136.0%	50219	138.0%	50958	140.0%	51696
6.5	126.0%	46527	128.0%	47265	133.0%	49112	135.0%	49850	137.0%	50589
6	123.0%	45419	125.0%	46158	130.0%	48004	132.0%	48742	134.0%	49481
5.5	120.5%	44496	122.5%	45234	127.0%	46896	129.0%	47635	131.0%	48373
5	118.0%	43573	120.0%	44311	124.0%	45788	126.0%	46527	128.0%	47265
4.5	115.5%	42650	117.5%	43388	121.5%	44865	123.5%	45604	125.5%	46342
4	113.0%	41726	115.0%	42465	119.0%	43942	121.0%	44680	123.0%	45419
3.5	110.5%	40803	112.5%	41542	116.5%	43019	118.5%	43757	120.5%	44496
3	108.0%	39880	110.0%	40619	114.0%	42096	116.0%	42834	118.0%	43573
2.5	106.0%	39142	108.0%	39880	112.0%	41357	114.0%	42096	116.0%	42834
2	104.0%	38403	106.0%	39142	110.0%	40619	112.0%	41357	114.0%	42096
1.5	102.0%	37665	104.0%	38403	108.0%	39880	110.0%	40619	112.0%	41357
1	100.0%	36926	102.0%	37665	106.0%	39142	108.0%	39880	110.0%	40619

LONGEVITY

YEARS	AMOUNT
15-19	1147
20-24	2300
25-29	3458
30-34	4617
35+	5770

For Doctorate add \$893 to MA60

**Table II
Co-Curricular Services
(Exclusive of Athletics)**

Activity	Percent of Base
Campus Keyhole	7.0
Cheerleaders - Middle School	4.0
Cheerleader (Varsity) - Senior High	18.0
Cheerleader (9th grade) - Senior High	6.0
Debate	5.0
Forensic	5.0
Orchestra - High School	9.0
Orchestra - Middle School	7.0
Vocal Music (Community Services*) - Middle School	4.0
Vocal Music (Community Services*) - High School (per performing group)	5.0
Vocal Music - Elementary School	4.0
Band (Community Services*) - Middle School & High School	15.0
Stage Band - High School	4.0
Band Assistant - Marching Season	3.0
Dramatics - Middle School	4.0
Library Chairperson	4.0
Said & Done	7.0
Yearbook – Middle School	4.0
One Acts - Senior High	3.0
Masque/School Play - Senior High	3.0
Spring Production - Senior High	6.0
Coordinator of Theater Arts - Senior High	3.0
Student Council - Middle School	4.0
Student Council - Senior High	8.0

Any co-curricular activity not listed above shall not be instituted until the salary percentage has been mutually agreed upon by both parties.

2008-2009 Base: \$36,742

2009-2010 Base: \$36,926

*Community service is an intrinsic part of the job description and is a condition of employment. Staff may move from one building to another to provide specific areas of expertise as needed.

Table III
Co-Curricular Salaries - Coaches

Activity	Percent of Base
Football: Head Varsity	19.6
Varsity Assistant (4)	11.3
Head Junior Varsity	11.3
Assistant Junior Varsity	11.3
9th Grade Head Coach	11.3
9th Grade Assistant Coach	11.3
Middle School Head	6.8
Middle School Assistant	5.2
Basketball: Head Varsity	19.6
Varsity Assistant	13.1
9th Grade Head Coach	9.0
Middle School Head	6.8
Middle School Assistant 7/8 Grade	5.2
Baseball: Head Varsity	11.9
Varsity Assistant	7.24
Softball: Head Varsity (Senior High)	11.9
Varsity Assistant	7.24
Track: Head Varsity	11.9
Varsity Assistant	7.24
Middle School Head Coach	4.25
Cross Country Coach	6.8
Tennis: Varsity Coach	6.8
Junior Varsity Coach	4.0
Golf Coach	5.2
Swimming: Senior High Head	12.6
Senior High Diving	7.24
Middle School	4.0
Wrestling: Head Varsity	12.6
Varsity Assistant	9.1
Middle School Head Coach	4.0
Volleyball: Senior High Head Coach	12.6
Varsity Assistant	9.1
Middle School Head Coach	4.0
Soccer: Head Varsity	12.6
Assistant Varsity	7.24

2008-2009 Base: \$36,742

2009-2010 Base: \$36,926

**Table IV
Longevity
2008-2010**

Longevity pay is merely an extension of the current salary schedule. Points 1 through 7 below explain various methods of computing approved experience in the Muskegon Public Schools. Longevity is paid only on the approved experience schedule and is, therefore, not related to total experience only insofar as such experience was credited to determine the approved experience status of the teacher.

1. Longevity pay is approved for all certified and/or professional personnel and is payable after years of service as follows:

Years of Service	2008/09	2009/10
35 or more	\$5741	\$5770
30-34	\$4594	\$4617
25-29	\$3441	\$3458
20-24	\$2289	\$2300
15-19	\$1141	\$1147

2. For the purposes of payment of longevity, service of three-fourths (3/4) of a year or more shall be considered a full year's service.
3. Longevity for instructional staff shall be computed on the basis of a school year, commencing with the effective date of the contract.
4. Teachers who are contracted for nine (9) or more months in the school year will be given credit for one (1) year on the salary schedule. Persons who are employed for a period of eleven (11) months must serve for a period of eleven (11) months for a full year of credit.
5. Persons who work for less than a full day shall be allowed a pro-rata fraction of a year's service credit. Persons who work less than the contract year shall be allowed a pro-rata service credit for that year.
6. Credit will be given for all years of experience approved by the Muskegon Public Schools. In the event of interrupted employment, longevity credit shall be given for the latest approved experience granted.
7. Credit will be given for service outside the school system to the extent that such credit is allowed on initial employment.
8. For instructional employees, longevity shall be divided equally between pays.



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LETTER OF AGREEMENT
BETWEEN THE MCTEA AND
THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be in effect for the 2009/2010 school year.

During the 2009/2010 school year, it will be necessary to adjust the number of pays from 26 to 27 per year to compensate for the movement of the starting date of the work year in relationship to the first payday.

Due to the fact that teachers receiving pay over 26 pay periods would result in those teachers missing one pay date, the Board and the Association agree to have teachers paid over 27 pay periods for the 2009/2010 school.

FOR THE MCTEA:

Bridget P. Fox

Professional Negotiations Officer
MCTEA

Date: June 16, 2009

FOR THE BOARD:

Barth S. Savage

Asst. Supt. for Human Resources

Date: June 10, 2009

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LETTER OF AGREEMENT
BETWEEN THE MCTEA AND
THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be in effect for the 2009-2010 school year.

This Letter of Agreement is for the specific purpose stated below and shall not set precedent.

As an incentive for completing Medicaid Billing accounting, teachers may use their Medicaid Billing money in their classroom account for license/certification fees.

FOR THE MCTEA:

Bridget P. Fox

Professional Negotiations Chair

Date: *JUNE 16, 2009*

FOR THE BOARD:

Betty Savage

Asst. Supt. for Human Resources

Date: *6/11/09*

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**LETTER OF AGREEMENT
BETWEEN THE MCTEA AND
THE MUSKEGON BOARD OF EDUCATION**

This Letter of Agreement shall be in effect for the 2008-2009 and 2009-2010 school years and until such time a successor agreement is ratified.

In order to clarify advancement under the salary schedule in Article 4, Section 7 (Professional Compensation) it is mutually agreed upon by the Board and the Association that the following table will be used:

If you have a BA/BS working toward BA/BS +20 or an MA/MS	
Graduate course in any area	No approval needed
Undergraduate courses in: <ul style="list-style-type: none"> • Teachers major/minor field • Education courses, including administration • Sociology, psychology, technology, foreign language • Courses which are part of an approved program of study for advanced degrees 	No approval need
Undergraduate courses in any other areas not mentioned above <ul style="list-style-type: none"> • ISD Professional Development courses, if taken for credit • SB-CEU's (state board approved continuing education credits), if also offered for credit 	Yes, prior approval needed
If you have a MA/MS working toward MA/MS+30	
Graduate course in any area	No approval needed
Undergraduate courses in: <ul style="list-style-type: none"> • Teachers major/minor field • Education courses, including administration • Sociology, psychology, technology, foreign language • Courses which are part of an approved program of study for advanced degrees 	No approval need
Undergraduate courses in any other areas not mentioned above: <ul style="list-style-type: none"> • ISD Professional Development courses, if taken for credit • SB-CEU's (state board approved continuing education credits), if also offered for credit 	Yes, prior approval needed

The teacher is responsible for providing documentation to Human Resources.

It is the policy of the Public Schools of the City of Muskegon that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation or be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. If you feel you have been discriminated against, please contact the Office of the Assistant Superintendent of Human Resources, 349 W. Webster Avenue, Muskegon, MI 49440-2311-7202001

Graduate credits transferable to an approved program of study for an advanced degree, which were earned prior to teacher's initial teaching certificate, will be used for determining placement at the BA+20, MA, or MA+30 pay levels, providing they are not otherwise required for obtaining the initial teaching certificate, or the BA/BS degree(s).

FOR THE MCTEA:

Bridget P. Fox
Professional Negotiations Chair

Date: June 16, 2009

FOR THE BOARD:

Betty Savage
Asst. Supt. for Human Resources

Date: 6/11/09



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LETTER OF AGREEMENT
BETWEEN THE MCTEA AND
THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be effective during the 2009-2010 school year.

This letter of Agreement is not intended to, nor shall it affect any language in the Master Agreement, nor shall it set precedent, nor shall it constitute a practice.

Elementary teachers will have an additional forty-five (45) minutes of planning time per week. In order to accomplish this goal, computer instruction will be provided by non-bargaining unit substitute teachers.

MCTEA teachers shall not be required to prepare lesson plans for the substitute teachers involved.

This Letter of Agreement shall be reviewed and revised prior to its expiration.

FOR THE MCTEA:

Bridget P. Fox
Professional Negotiations Chair

Date: 9.8.09

FOR THE BOARD:

Raymond S. ...
Asst. Supt. for Human Resources

Date: 8/23/09

If it is the policy of the Public Schools of the City of Muskegon that no person shall be the beneficiary of any death benefit payable to or for the benefit of a child, grandchild, or other dependent of any employee, the Public Schools of the City of Muskegon shall not be bound by the terms of any agreement or contract that purports to provide for the payment of a death benefit to or for the benefit of a child, grandchild, or other dependent of any employee of the Public Schools of the City of Muskegon, unless the Public Schools of the City of Muskegon have specifically agreed to do so in writing.



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**LETTER OF AGREEMENT
BETWEEN THE MCTEA AND
THE MUSKEGON BOARD OF EDUCATION**

This Letter of Agreement shall be effective during the 2009-2010 school year.

Due to the desire to protect high senior teachers from displacement the MCTEA and the Board have agreed to the following:

- Teachers with fifteen (15) years or less seniority with the District shall be subject to maximization. Teachers with more than fifteen (15) years seniority with the District shall only be subject to maximization with the teacher's agreement.
- Teachers whose job assignment are changed through the maximization process shall be notified at a non-instructional time or at the end of the student day when possible.

FOR THE MCTEA:

Bridget P. Fox

Professional Negotiations Chair

Date: 9/8/09

FOR THE BOARD:

Betsy Sawyer

Asst. Supt. for
Human Resources

Date: 9/8/09

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LETTER OF AGREEMENT
BETWEEN THE MCTEA AND
THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be effective beginning the 2009-2010 school year.

Due to the mutual desire to implement Advisory Classes as required in the Small Learning Communities the Board and the Association agree to the following:

1. All teachers shall teach an advisory class for 25 minutes on Tuesdays and Thursdays between 1st and 2nd hours. Advisories shall end on the Thursday before finals in each trimester. Advisory class size shall be no more than 25 students.
2. When determining count for overload pay for teachers' class size in advisory classes will not be used.
3. Planning time for teachers will be reduced by 12 minutes per week.
4. MHS teachers shall have the same work hours and meeting minutes as the middle schools.
5. If advisories are eliminated, this letter of agreement and the related modifications shall be null and void excluding #4, and the applicable terms and conditions of the 2008-2009 trimester letter of agreement shall be reinstated.

FOR THE MCTEA:

Bridget P. Jov
Professional Negotiations Chair

Date: 9.8.09

FOR THE BOARD:

Boyd Sawyer
Asst. Supt. for Human Resources

Date: 9/8/09

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LETTER OF AGREEMENT

BETWEEN THE MCTEA AND

THE MUSKEGON BOARD OF EDUCATION

RELATING TO THE TRIMESTER SCHEDULING AT MUSKEGON HIGH SCHOOL

This letter of agreement shall be in effect for the 2009-2010 school year.

This Letter of Agreement is not intended to set precedent.

Due to the Board's decision to offer trimesters at MHS, the Board and the Association agree to the following changes:

For the purposes of this letter of agreement between the Board and the MCTEA, a reference to "term" means "trimester" and vice versa.

Lunch Hours: (related to 5.2C1, p. 9)

Teachers shall be entitled to a duty free lunch period between 10:14AM - 1:00PM

The parties have also agreed to explore a possible rescheduling of the lunch hour for the 2010-2011 school year. The District will provide information to the MCTEA by October 1, 2009, and the parties will meet and discuss the information so that a decision is made not later than December 1, 2009.

Parent-Teacher Conferences: (related to 5.4, p. 10)

5.4A Parent/teacher conferences at Muskegon High School shall be held in accordance with the following schedule:

Fall: Two (2) evening sessions

Winter: One (1) evening session

Spring: Three (3) morning, afternoon and/or evening sessions

5.4C Specific combinations of conferences for each building shall be determined by a majority vote of the teachers in consultation with the building administration.

If it is the policy of the Public Schools of the City of Muskegon that no person shall, on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. If you feel you have been discriminated against, please contact the Office of the Assistant Superintendent of Human Resources, 349 W. Webster Avenue, Muskegon, MI 49449-2311, 720-2000

The voting shall occur before the end of the second week of each trimester. A minimum of one fall, winter and spring evening conference with a maximum of two shall be scheduled at Muskegon High School. No more than two half days of school including compensatory days may be missed due to any conference schedule.

- 5.4D When teachers attend evening parent/teacher conferences, they shall receive equivalent compensatory time on the last half day before Thanksgiving break for the first trimester, the last half-day before Mid-Winter Break for the second trimester and the last half-day before Spring Break for the third trimester. A second compensatory half-day, if applicable, shall be on the last half day of the conference week.

High School Planning: (related to 5.9, p.13)

5.8C Secondary Planning Time (Applicable to MHS only)

1. Full-time high school teachers will be provided with a minimum of four (4) seventy-two (72) consecutive minute and one (1) thirty-six (36) consecutive minute planning periods per week during the instructional day.
2. A planning period of at least twenty-five minutes will be guaranteed on any half day. PRAs will not be performed on half-days.
3. Specialists in such areas as Learning Disabilities, Speech Therapy, Social Work, Psychology, Hearing Impaired, etc., are entitled to equivalent planning/preparation time and will incorporate the same into their schedules.

High School Duties: (Related to 6.5, p.18 – 19)

6.5B Professional Responsibility Assignments (Applicable to MHS only)

1. Each teacher shall be required to have a non-instructional Professional Responsibility Assignment (PRA) each trimester as follows: one (1) 36-consecutive minute period per week during the instructional day. Tuesdays shall be for office hours where teachers can meet with students, parents, make phone calls, etc; no required meetings shall be scheduled during Tuesday office hours

Nothing in this Letter of Agreement should be construed to limit teacher contact with students/parents to designated office hours.

2. PRAs shall include:
 - a. By virtue of teaching assignment:
 - 1.) When a teacher is assigned to more than one building, the PRA assignment shall be itinerant travel.
 - 2.) When a teaching assignment is counseling, the PRA assignment shall be counseling related duties.
 - 3.) When a teaching assignment is special education teacher consultant, the PRA assignment shall be special education teacher consultant related duties.

- 4.) When a teaching assignment is reading, the PRA assignment shall be reading testing.
- 5.) When a teacher has accepted a team teaching assignment the PRA shall be team planning.

b. By virtue of co-curricular assignment:

- 1.) When a teacher has accepted a co-curricular assignment, as yearbook coordinator the PRA shall be yearbook related duties.
- 2.) When a teacher has accepted a co-curricular assignment, as student leadership advisor the PRA shall be student leadership related duties.
- 3.) When a teacher has accepted a co-curricular assignment, as debate/forensics coordinator the PRA shall be debate/forensics related duties.
- 4.) When a teacher has accepted a co-curricular assignment, as drama coordinator the PRA shall be drama related duties.
- 5.) When the teacher has accepted a co-curricular assignment, as department chair the PRA shall be department duties. (Math, English, Science, Social Studies, Health/PE, World Languages, Arts/Applied, Arts/Music, Special Education)
- 6.) When the teacher has accepted a co-curricular assignment as School Improvement Co-Chair the PRA shall be school improvement duties.
- 7.) When the teacher has accepted a co-curricular assignment as National Honor Society Advisor the PRA shall be NHS duties.
- 8.) When the teacher has accepted a co-curricular assignment, as SIMS Coordinator the PRA shall be SIMS duties.
- 9.) When the teacher has accepted a co-curricular assignment as Special Education Transition Academy Coordinator the PRA shall be Transition Academy duties.
- 10.) When the teacher has accepted a co-curricular assignment as Special Education Work Study Supervisor the PRA shall be work-study duties.
- 11.) When the teacher has accepted a co-curricular assignment as Bilingual Coordinator the PRA shall be bilingual duties.

c. By virtue of principal assignment:

All other teachers shall have a PRA assigned one (1) 36 consecutive minute period per week during the instructional day: hall monitor or opportunity room.

The principal may request assistance with hall monitoring and campus clearance after school. It is understood that teachers may volunteer to assist without additional compensation.

3. The following positions shall be added to the Co-Curricular Table at 5% of the base:

- | | |
|----------------------------------|---|
| 1. Math Chair | 8. School Improvement Co-Chairs (2) |
| 2. English Chair | 9. National Honor Society Advisor |
| 3. Social Studies Chair | 10. SIMS Coordinator |
| 4. Science Chair | 11. Special Ed Transition Academy Coordinator |
| 5. Health/PE Chair | 12. Special Ed Work Study Supervisor |
| 6. World Language Chair | 13. Bilingual Coordinator |
| 7. Arts/Applied Arts/Music Chair | 14. Special Ed Department Chair |

Article 6.5C Applies

Article 6.5D Applies to PRA

Article 6.5E Applies to PRA as stated above.

Article 6.5F Applies to PRA

Muskegon High School Instructional Preps (related to 6.6, p 19)

- A. No teacher at Muskegon High School will have more than three (3) different preparations per trimester, except where necessary to complete a schedule for that teacher, at the teacher's request or with mutual agreement with Administration and the Association. When a teacher has more than two (2) different preparations during the trimester he or she shall be limited to one scheduled meeting and one scheduled day of office hours per week, however, such teachers may voluntarily attend other scheduled meetings.
- B. The Association shall be notified prior to additional preparations being assigned with the reasons for the additional preparations. It is understood that teaching different student ability levels (e.g. high, average, low) and different levels of instruction do not constitute different preparations.
 - 1. It is agreed that Part A of a subject and Part B or C of that same subject shall constitute different preparations. For example, Algebra A, Algebra B and Algebra C are three separate preparations; Chemistry A and Chemistry B are two separate preparations.
 - 2. More than one level may be combined in foreign language when student enrollment so warrants, without the situation constituting separate preparations.

If problems or questions arise regarding the number of preparations for a given teacher, the Association and the Board shall confer for the purpose of obtaining a mutually satisfactory solution.

10.11 Grade and attendance reporting procedures

Article 10.11B shall be modified to add the following applicable to the MHS Trimester Program:

To expedite the scheduling of students for the next trimester, confidential failure slips will be turned in by teachers to the counseling office on the last student day of the 9th week of each trimester. The failure slips shall represent any student earning a grade of 40% or less.

The failure slip shall be rescinded in writing by the teacher to the counseling office (not later than noon of the day following the student's exam) in the case of a student earning credit by passing the final exams.

Class Size (related to 11.5 & 11.6 of pages 37-39)

11.5 Class Size – Muskegon High School

- A. At the beginning of the work day (7:35 AM) on the second Monday after Labor Day of the fall trimester and at the end of the work day (3:25 PM) of the second Wednesday of the winter and spring trimesters and thereafter each trimester, if the teacher has more than 112 students assigned to his or her class the teacher shall receive the following overload compensation:

Number of Students	Financial Compensation
113	\$100 per trimester
114	Additional \$100 per trimester
115	Additional \$200 per trimester
116	Additional \$200 per trimester
117	Additional \$100 per trimester plus PRA relief (36 minute period during instructional day)
118	Additional \$100 per trimester
119	Additional \$100 per trimester
120	Additional \$100 per trimester

Teachers will be notified of any assignment change by the end of the first workday of each new trimester. If a teacher's assignment changes after the first day of the trimester, the teacher's PRA for the next 5 full days of school shall be personal planning time and the teacher shall receive a substitute release day to be used upon prior approval by MHS administration, in any trimester in which such a change occurs.

- B. Applies
- C. Applies
- D. At no time shall a teacher at Muskegon High School have more than 120 students assigned at the beginning of the work day (7:35 AM) on or after the second Monday after Labor Day of the fall trimester and on or after the second Wednesday of the winter and spring trimesters.
- E. Applies
- F. Applies
- G. Physical education classes shall be assigned no more than 160 students. In addition, physical education teachers shall not be assigned more than forty (40) students per class except by mutual agreement.
- H. Applies

When designing the Master Schedule at Muskegon High School, the numbers below will serve as a guide for scheduling new students into Math and English 9, starting with the 2009-2010 school year as feasible, in order to reserve slots for repeating students in these courses:

	9	10	11	12
Math	18	20	24	24
English	22			

It is understood that the use of these guidelines shall not require hiring of additional staff.

11.6 Class Size – Special Education

The Board agrees to abide by the class size, caseloads, and other conditions governing the administration of special education programs and services set forth in the approved MAISD Plan for the Delivery of Special Education Programs and Services. When not addressed in the MAISD Plan, then the Michigan Department of Education Revised Administrative Rules for Special Education shall apply. The only exception shall be when a student transfers into Muskegon Public Schools from another school district with a current IEP. The receiving teacher(s) shall be compensated \$100 per day for each student over the allowable class size for the first five days the district is out of compliance and \$200 per day for each student over the allowable class size for days six through ten when the district is out of compliance. On the tenth day the district shall be in compliance.

Exam Schedule

The following schedule shall apply beginning with the 2009-2010 school year:

First and Second Trimesters:

Wednesday: 1st hour, 2nd hour and 4th hour exams, regular 3rd hour w/lunch, no 5th hour

Thursday: 3rd hour and 5th hour exams, PM records

Friday: Records Day

Monday: Professional Development Day

Third Trimester:

Wednesday: 1st hour, 2nd hour and 4th hour exams, regular 3rd hour w/lunch, no 5th hour

Thursday: 3rd hour and 5th hour exams, PM records

Friday: Records Day

Counselors and support staff will work on schedules. Counselors will make up PD day through the Director of Student Services.

Language changed from semester to trimester

6.2C If there is a retirement at Muskegon High School (between the twenty-first school day of the third trimester and the Job Selection Meeting) within the building/unit where there is to be a reduction of positions, the building/unit administrator may assign, for the upcoming school year, the position created by retirement to a teacher currently within the building/unit (page 16).

8.3D All positions that open between the twenty-first school day of the third trimester and Job Selection Meeting, will be posted for the Job Selection Meeting as they existed at the time of vacancy whenever possible. However, if there is a retirement (between the twenty-first school day of the third trimester and Job Selection Meeting) within a building/unit where there is to be a reduction of positions, the building/unit administrator may assign the position created by the retirement to a teacher who is presently assigned in the building/unit (page 25).

12.4 Assignment of Mentor Teachers:

D. A Mentor Teacher shall be assigned in accordance with the following:

4. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee and Administration after three (3) months. If the Mentor Teacher or Administration feel it would be in the best interest of the Mentee to make a change, a new Mentor Teacher for Muskegon High School Mentees shall be named within three weeks or by the end of the trimester whichever is sooner. At the end of each year, the match will be reviewed and the appointment will only be renewed by a mutual agreement of the Mentor Teacher, Association and Administration (pages 41-42).

15.2 Teacher Evaluation

E. All teacher evaluations shall adhere to the following procedures:

c. For secondary teachers:

- 1) The last five (5) instructional days preceding the end of a trimester and the end of the school year (pages 51 – 52).

This Letter of Agreement shall be reviewed and renegotiated before the Job Selection meeting in April 2010 prior to renewal.

Refer to the LOA dated June, 2009 for Advisory Classes.

Notes on file dated 2.26.08, and initialed by the parties, regarding definition of a "prep" and student count for ACT Prep Class will apply to the Trimester Program at MHS.

FOR THE MCTEA:

FOR THE BOARD:

Bridget P. Fox

Betty Savage

Professional Negotiations Chair

Asst. Supt. for Human Resources

Date: 9/17/09

Date: 9/14/09



MUSKEGON
Public Schools

The best for every child, every day.
Administration Building • 349 W. Webster Avenue • (231) 720-2000 phone • (231) 720-2050 fax

LETTER OF AGREEMENT
BETWEEN THE MCTEA AND
THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be effective during the 2009-2010 school year.

Due to the required amount of time needed to accommodate middle school elective classes for IB, the calendar will now reflect three terms (marking periods) and three parent/teacher conference sessions per year. The conferences will be held in the middle of each term. Teachers will communicate with parents who are unable to attend conferences. Changes in contract language will be reflected within the calendar.

The Craig's school calendar is aligned with the middle school calendar for 2009-2010.

FOR THE MCTEA:

Bridget P. Fox

PROFESSIONAL NEGOTIATIONS CHAIR

Date: 9/16/09

FOR THE BOARD:

Patricia Savage

Assistant Superintendent
for Human Resources

Date: 9/21/09

It is the policy of the Public Schools of the City of Muskegon that no person shall, on the basis of race, color, religion, national origin, ancestry, sex, age, disability, height, weight, or marital status be excluded from participation or be denied the benefits of, or be subjected to discrimination during any program or activity, or in employment. If you feel you have been discriminated against, please contact the Office of the Assistant Superintendent for Human Resources, 349 W. Webster Avenue, Muskegon, MI 49440-2100, 231-720-2000.



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LETTER OF AGREEMENT
BETWEEN THE MCTEA AND
THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be effective during the 2009-2010 school year.

Due to the desire to give MCEC teachers more records time at the end of the marking periods for 2009-2010, it is necessary to reduce the amount of time for parent/teacher conferences at MCEC. Parent/teacher conferences, both fall and spring, will consist of two evening conference sessions, with compensatory time for staff indicated in the 2009-2010 calendar. Due to the smaller number of students at the school, this amount of time for parent/teacher conferences should be sufficient. The exact time of parent/teacher conferences for MCEC during the school year 2009-2010 will be determined as per 5.4.C of the master agreement.

FOR THE MCTEA:

Brian P. Fox

Professional Negotiations Chair

Date: 9/16/09

FOR THE BOARD:

Betty Swack

Asst. Supt. for Human Resources

Date: 9/21/09

This is the policy of the Public Schools of the City of Muskegon that no person shall on the basis of race, color, religion, national origin, sex, marital status, disability, height, weight, or social status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity of the district. If you feel you have been discriminated against, please contact the Office of the Assistant Superintendent of Human Resources, 300 S. Michigan Street, Muskegon, MI 49701-2111 (231) 720-2000.

Muskegon Public Schools Calendar 2009-2010												
Elementary School												
First Semester												
WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS
1	8/31-9/4	Building Meeting PD p.m.	PD Day	Work in classroom	PD a.m. Optional	No School					3.5	2
2	9/7-9/11	Labor Day	Classes Planning	Classes Planning			4	2	2		5	
3	9/14-9/18					AM All Day Kdg. Kdg. PM Planning	5	5			5	
4	9/21-9/25						5	5			5	
5	9/28-10/2			(Count Day)			5	5			5	
6	10/5-10/9		PD Day				4	4			5	1
7	10/12-10/16	MEAP Week 1					5	5			5	
8	10/19-10/23	MEAP Week 2				AM All Day Kdg. Kdg. PM Planning	5	5			5	
9	10/26-10/30	MEAP Week 3					5	5			5	
10	11/2-11/6						5	5			5	
11	11/9-11/13			PD Day Tchr. Planning PM	End of 1st Marking Period		4	4			5	0.5
12	11/16-11/20			Evening Conf	All/Even Conf	Kdg. AM Plan PM Comp.	5	3	2		5	
13	11/23-11/27			PM Comp	Thanksgiving Recess		3	2	1		5	
14	11/30-12/4						5	5			5	
15	12/7-12/11					AM All Day Kdg. Kdg. PM Planning	5	5			5	
16	12/14-12/18						5	5			5	
17	12/21-12/25			Christmas Break			2	2			3	
	12/28-1/1										1	
18	1/4-1/8						4	4			4	
19	1/11-1/15						5	5			5	
20	1/18-1/22	M.L. King Day			End of 1st Semester	Records	3	3			4	
1st Semester Totals							84	79	5	0	95.5	3.5

Muskegon Public Schools Calendar 2009-2010

Elementary School

Second Semester

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS	
21	1/25-1/29					AM All Day Kdg. Kdg. PM Planning	5	5			5		
22	2/1-2/5						5	5			5		
23	2/8-2/12			Count Day		Mid-Winter Break	4	4			4		
24	2/15-2/19	Mid-Winter Break					4	4			4		
25	2/22-2/26					AM All Day Kdg. Kdg. PM Planning	5	5			5		
26	3/1-3/5						5	5			5		
27	3/8-3/12			PD Day			4	4			5	1	
28	3/15-3/19					End of 3rd MP	5	5			5		
29	3/22-3/26			Even Conf	Alt/Even Conf	K am Plan PM Comp	5	3	2		5		
30	3/29-4/2					Good Friday Ob PM Comp.	4	4			5		
	4/5-4/9	SPRING BREAK											
31	4/12-4/16					AM All Day Kdg. Kdg. PM Planning	5	5			5		
32	4/19-4/23						5	5			5		
33	4/26-4/30						5	5			5		
34	5/3-5/7				PD Day Tchr. Planning PM		4	4			5	0.5	
35	5/10-5/14						5	5			5		
36	5/17-5/21						5	5			5		
37	5/24-5/28					Kdg. AM Plan Hackley Day	5	4	1		5		
38	5/31-6/4	Memorial Day					4	4			5		
39	6/7-6/11			Classes Records	Records		3	2	1		4		
					2nd Semester Totals		87	83	4	0	92.0	1.5	
					Year Totals		171	162	9	0	187.5	5.0	

Muskegon Public Schools Calendar 2009-2010
Elementary School

TOTALS FOR YEAR

WORK DAYS	187.5
INSTRUCTIONAL DAYS Includes 5 PD Days	176
FULL DAYS.....	162
AM DAYS.....	9
PM DAYS.....	0

Elementary School Day

TEACHERS' WORK DAY	8:25 am - 3:45 (40 Min. Lunch)	6 hours 40 minutes
INSTRUCTIONAL DAY	8:30 am - 3:35 pm (40 Min. Lunch)	6 hours 25 Minutes (385 Min.)
HALF DAYS A.M.	8:30 am - 11:45 pm	3 hours 15 minutes (195 Min.)
HALF DAYS P.M.	12:25 am - 3:35 pm	3 hours 10 minutes (190 Min.)

TOTAL INSTRUCTIONAL HOURS							
167	Full Days	X	385	Minutes/Day =	64295	Minutes/Year	
9	AM Days	X	195	Minutes/Day =	1755	Minutes/Year	
0	PM Days	X	190	Minutes/Day =	0	Minutes/Year	
					TOTAL =	66050	Minutes/Year

1100.83	Total Hours/Year
1098.00	STATE REQUIREMENT
2.83	BALANCE

Muskegon Public Schools Calendar 2009-2010

Middle Schools

First Semester

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS
1	8/31-9/4	Building Meeting PD p.m.	PD Day	Work in Classrooms	PD a.m. Optional	No School					3.5	2
2	9/7-9/11	Labor Day	Classes Planning				4	3	1		5	
3	9/14-9/18						5	5			5	
4	9/21-9/25						5	5			5	
5	9/28-10/2			(Count Day)		Records	5	4	1		5	
6	10/5-10/9	Parent	Conference	Week - Evening	Evening Conference	Comp	5	4	1		5	
7	10/12-10/16	MEAP Week 1					5	5			5	
8	10/19-10/23	MEAP Week 2					5	5			5	
9	10/26-10/30	MEAP Week 3					5	5			5	
10	11/2-11/6						5	5			5	
11	11/9-11/13			PD Day			4	4			5	1.0
12	11/16-11/20						5	5			5	
13	11/23-11/27			AP/IB PM Comp		Thanksgiving Recess	2	2			5	
						1st Term Totals	55	52	3	0	63.5	3.0
WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS
14	11/30-12/4						5	5			5	
15	12/7-12/11						5	5			5	
16	12/14-12/18						5	5			5	
17	12/21-12/25			Christmas Break			2	2			3	
	12/28-1/1										1	
18	1/4-1/8						4	4			4	
19	1/11-1/15						5	5			5	
20	1/18-1/22	M.L. King Day	Parent	Week - Evening	Evening Conference	Comp	3	3			4	

Muskegon Public Schools Calendar 2009-2010													
Middle Schools													
Second Semester													
21	1/25-1/29						5	5			5		
22	2/1-2/5						5	5			5		
23	2/8-2/12			Count Day		Mid-Winter Break	4	4			4		
24	2/15-2/19	Mid-Winter Break					4	4			4		
25	2/22-2/26						5	5			5		
26	3/1-3/5					MP/Record	4	4			5		
2nd Term Totals							56	56	0	0	60.0	0.0	
WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS	
27	3/8-3/12			PD Day			4	4			5	1	
28	3/15-3/19						5	5			5		
29	3/22-3/26						5	5			5		
30	3/29-4/2					Good Friday Ob PM Comp.	4	4			5		
	4/5-4/9	SPRING BREAK											
31	4/12-4/16						5	5			5		
32	4/19-4/23	Parent	Conference	Week - Evening	Evening Conference	Comp.	5	4	1		5		
33	4/26-4/30						5	5			5		
34	5/3-5/7				PD Day		4	4			5	1	
35	5/10-5/14						5	5			5		
36	5/17-5/21						5	5			5		
37	5/24-5/28					Hackley Day	5	4	1		5		
38	5/31-6/4	Memorial Day					4	4			5		
39	6/7-6/11				Records		3	3			4		
Third Term							59	57	2	0	64.0	2.0	
Year End Totals							170	165	5	0	187.5	5.0	

Muskegon Public Schools Calendar 2009-2010
Middle Schools

TOTALS FOR YEAR

WORK DAYS	187.5
INSTRUCTIONAL DAYS Includes 5 PD Days	175
FULL DAYS. Includes 4 full PD days	169
AM DAYS..... Includes 1 am PD days	6
PM DAYS..... Includes 1 p.m. PD day	1

Middle School Day

TEACHERS' WORK DAY	7:40 am - 2:45 (30 Min. Lunch)	6 hours 35 minutes (30 min. lunch)
INSTRUCTIONAL DAY	7:45 am - 2:38 pm (30 Min. Lunch)	6 hours 23 Minutes (383 Min.)
HALF DAYS A.M.	7:45 am - 10:44 am	2 hours 59 minutes (179 Min.)
HALF DAYS P.M.	11:13am - 2:38 pm	3 hours 25 minutes (205 Min.)

TOTAL INSTRUCTIONAL HOURS							
169	Full Days	X	383	Minutes/Day =	64727	Minutes/Year	
6	AM Days	X	179	Minutes/Day =	1074	Minutes/Year	
1	PM Days	X	205	Minutes/Day =	205	Minutes/Year	
					TOTAL =	66006	Minutes/Year

1100.10	Total Hours/Year
1098.00	STATE REQUIREMENT
2.10	BALANCE

* These are approximately six week marking periods to accommodate the 12-week classes at the middle schools in 09/10

Muskegon Public Schools Calendar 2009-2010												
Muskegon High School												
First Trimester												
WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS
1	8/31-9/4	Building Meeting PD p.m.	PD Day	Work in Classrooms	PD a.m. Optional	No School					3.5	2
2	9/7-9/11	Labor Day	Classes Planning				4	3	1		5	
3	9/14-9/18						5	5			5	
4	9/21-9/25						5	5			5	
5	9/28-10/2			(Count Day)			5	5			5	
6	10/5-10/9		PD Day				4	4			5	1
7	10/12-10/16						5	5			5	
8	10/19-10/23	Parent	Conference	Week		Comp	5	4	1		5	
9	10/26-10/30						5	5			5	
10	11/2-11/6						5	5			5	
11	11/9-11/13						5	5			5	
12	11/16-11/20						5	5			5	
13	11/23-11/27			PM Comp	Thanksgiving Recess		3	2	1		5	
14	11/30-12/4			Exams and Classes	Exams Records	Records	4	3	1		5	
Page Totals							60	56	4		68.5	3

Muskegon Public Schools Calendar 2009-2010													
Muskegon High School													
Second Trimester													
WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS	
15	12/7-12/11	PD Day	1st day of 2nd Trimester				4	4			5	1	
16	12/14-12/18						5	5			5		
17	12/21-12/25	Christmas Break						2	2			3	
	12/28-1/1											1	
18	1/4-1/8						4	4			4		
19	1/11-1/15						5	5			5		
20	1/18-1/22	M.L. King Day					4	4			4		
21	1/25-1/29		Parent	Conference	Week ***	Comp	5	4	1		5		
22	2/1-2/5						5	5			5		
23	2/8-2/12			Count Day		Mid-Winter Break	4	4			4		
24	2/15-2/19	Mid-Winter Break					4	4			4		
25	2/22-2/26						5	5			5		
26	3/1-3/5			Exams and Classes	Exams ** Records	Records	4	3	1		5		
Page Totals							51	49	2		55.0	1	

Muskegon Public Schools Calendar 2009-2010													
Muskegon High School													
Third Trimester													
WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS	
27	3/8-3/12	PD	MME	MME	MME		4	4			5	1	
28	3/15-3/19						5	5			5		
29	3/22-3/26						5	5			5		
30	3/29-4/2					Good Friday Ob PM Comp.	4	4			5		
	4/5-4/9	SPRING BREAK											
31	4/12-4/16						5	5			5		
32	4/19-4/23	Parent	Conference	Student Led	3 Sessions****		4	4			5		
33	4/26-4/30						5	5			5		
34	5/3-5/7						5	5			5		
35	5/10-5/14						5	5			5		
36	5/17-5/21						5	5			5		
37	5/24-5/28					Hackley Day	5	4	1		5		
38	5/31-6/4	Memorial Day					4	4			5		
39	6/7-6/11		Exams and Classes	Exams Records	Records		3	2	1		4		
					Page Totals		59	57	2		64.0	1.0	
					Year Totals		170	162	8		187.5	5.0	

Muskegon Public Schools Calendar 2009-2010
Muskegon High School

TOTALS FOR YEAR

WORK DAYS	187.5
INSTRUCTIONAL DAYS Includes 5 PD Days	175
FULL DAYS Includes 4 full PD days	166
AM DAYS.....includes 1 am PD days	9
PM DAYS.....includes 1 p.m. PD day	1

Muskegon High School Day

TEACHERS' WORK DAY	7:40 am - 2:50 (30 Min. Lunch)	6 hours 40 minutes (30 min. lunch)
INSTRUCTIONAL DAY	7:45 am - 2:40 pm (30 Min. Lunch)	6 hours 25 Minutes (385 Min.)
HALF DAYS A.M.	7:45 am - 11:04 am	3 hours 19 minutes (199 Min.)
HALF DAYS P.M.	11:30 am - 2:40 pm	3 hours 10 minutes (190 Min.)

TOTAL INSTRUCTIONAL HOURS						
166	Full Days	X	385	Minutes/Day =	63910	Minutes/Year
9	AM Days	X	199	Minutes/Day =	1791	Minutes/Year
1	PM Days	X	190	Minutes/Day =	190	Minutes/Year
					TOTAL =	65891 Minutes/Year
1098.18	Total Hours/Year					
1098.00	STATE REQUIREMENT					
0.18	BALANCE					

* End of 1st Trimester ** End of 2nd Trimester *** PTC One Evening Only **** three sessions of PTC (morning, afternoon, evening)

Muskegon Public Schools Calendar 2009-2010

Muskegon Community Education Center

First Semester

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	LATE START	WORK DAYS	P. D. DAYS	
1	8/31-9/4	Building Meeting PD p.m.	PD Day	Work in Classrooms	PD a.m. Optional	No School					3.5	2	
2	9/7-9/11	Labor Day	Classes Planning				4	3	1		5		
3	9/14-9/18						5	5			5		
4	9/21-9/25			Late Start Begins			5	4		1	5		
5	9/28-10/2			Count Day LS			5	4		1	5		
6	10/5-10/9		PD Day	LS			4	3		1	5	1	
7	10/12-10/16			LS			5	4		1	5		
8	10/19-10/23			LS/Evening Conferences	Evening Conferences		5	4		1	5		
9	10/26-10/30			LS			5	4		1	5		
10	11/2-11/6			Exams and Classes	Exams Records	Records	4	3	1		5		
11	11/9-11/13	MP2 Begins		LS			5	4		1	5		
12	11/16-11/20			LS			5	4		1	5		
13	11/23-11/27			Full Day Comp	Thanksgiving Recess		2	2			5		
14	11/30-12/4			LS			5	4		1	5		
15	12/7-12/11			LS			5	4		1	5		
16	12/14-12/18			LS			5	4		1	5		
17	12/21-12/25	Christmas Break						2	2			3	
	12/28-1/1											1	
18	1/4-1/8			LS			4	3		1	4		
19	1/11-1/15			LS			5	4		1	5		
20	1/18-1/22	M.L. King Day		Exams and Classes	Exams Records	Records	3	2	1		4		
1st Semester Totals							83	67	3	13	95.5	3.0	

Muskegon Public Schools Calendar 2009-2010

MCEC

Second Semester

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	LATE START	WORK DAYS	P. D. DAYS	
21	1/25-1/29	MP3 Begins		LS			5	4		1	5		
22	2/1-2/5			LS/Evening Conferences	Evening Conferences		5	4		1	5		
23	2/8-2/12			Count Day LS		Mid-Winter Break	4	3		1	4		
24	2/15-2/19	Mid-Winter Break		LS			4	3		1	4		
25	2/22-2/26			LS			5	4		1	5		
26	3/1-3/5		PD Day	LS			4	3		1	5	1	
27	3/8-3/12		MME	MME	MME		5	5			5		
28	3/15-3/19			LS			5	4		1	5		
29	3/22-3/26			LS			5	4		1	5		
30	3/29-4/2		Exams and Classes	Exams Records	Records	Good Friday Ob PM Comp.	3	2	1		5		
	4/5-4/9	SPRING BREAK											
31	4/12-4/16	MP4 Begins		LS			5	4		1	5		
32	4/19-4/23			LS	PD Day		4	3		1	5	1.0	
33	4/26-4/30			LS			5	4		1	5		
34	5/3-5/7			LS			5	4		1	5		
35	5/10-5/14			LS			5	4		1	5		
36	5/17-5/21			LS			5	4		1	5		
37	5/24-5/28			LS		AM Comp. Hackley Day	4	3		1	5		
38	5/31-6/4	Memorial Day		LS			4	3		1	5		
39	6/7-6/11		Exams Records	Exams Records	Records		3	1	2		4		
						2nd Semester Totals	85	66	3	16	92.0	2.0	
						Year Totals	168	133	6	29	187.5	5.0	

Muskegon Public Schools Calendar 2009-2010
MCEC

TOTALS FOR YEAR

WORK DAYS		187.5	
INSTRUCTIONAL DAYS	Includes 5 PD Days	173	
FULL DAYS.....	Includes 4 full PD days	137	
AM DAYS.....	Includes 1 a.m. PD day	7	
PM DAYS.....	includes 1 p.m. PD day	1	
LATE START DAYS		29	

Community Education School Day

TEACHERS' WORK DAY	8:15 am - 3:28 pm (30 Min. Lunch)	6 hours 43 minutes
INSTRUCTIONAL DAY	8:20 am - 3:18 pm (30 Min Lunch)	6 hours 28 Minutes (388 Min.)
HALF DAYS A.M.	8:20 am - 11:22 am	3 hours 2 min. (182Min.)
HALF DAYS P.M.	11:52 am - 3:18 pm	3 hours 26 minutes (206 Min.)
LATE START DAY	9:10 am - 3:18 pm (30 Min Lunch)	5 hours 38 minutes (338 Min.)

TOTAL INSTRUCTIONAL HOURS

137	Full Days	X	388	Minutes/Day =	53156	Minutes/Year
7	AM Days	X	182	Minutes/Day =	1274	Minutes/Year
1	PM Days	X	206	Minutes/Day =	206	Minutes/Year
29	Late Start	X	338	Minutes/Day =	9802	Minutes/Year
TOTAL =					64232	Minutes/Year

1070.53	Total Hours/Year
1098.00	STATE REQUIREMENT
-27.47	BALANCE

Calendar is contingent upon approval of late start waiver from MDE

Muskegon Public Schools Calendar 2009-2010

Craig

First Semester

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS	
1	8/31-9/4	Building Meeting PD p.m.	PD Day	Work in Classrooms	PD a.m. Optional	No School					3.5	2	
2	9/7-9/11	Labor Day	Classes Planning				4	3	1		5		
3	9/14-9/18						5	5			5		
4	9/21-9/25						5	5			5		
5	9/28-10/2			(Count Day)		Records	5	4	1		5		
6	10/5-10/9	Parent	Conference	Week		Comp	5	4	1		5		
7	10/12-10/16	MEAP Week 1					5	5			5		
8	10/19-10/23	MEAP Week 2					5	5			5		
9	10/26-10/30	MEAP Week 3					5	5			5		
10	11/2-11/6						5	5			5		
11	11/9-11/13			PD Day			4	4			5	1.0	
12	11/16-11/20						5	5			5		
13	11/23-11/27			HP/Records PM Comp	Thanksgiving Recess		2	2			5		
1st Term Totals							55	52	3	0	63.5	3.0	
WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	AM DAYS	PM DAYS	WORK DAYS	P. D. DAYS	
14	11/30-12/4						5	5			5		
15	12/7-12/11						5	5			5		
16	12/14-12/18						5	5			5		
17	12/21-12/25	Christmas Break					2	2				3	
	12/28-1/1											1	
18	1/4-1/8						4	4			4		
19	1/11-1/15						5	5			5		
20	1/18-1/22	M.L. King Day	Parent	Teacher	Conferences	Comp	3	3			4		

Muskegon Public Schools Calendar 2009-2010												
Craig												
Second Semester												
21	1/25-1/29						5	5			5	
22	2/1-2/5						5	5			5	
23	2/8-2/12			Count Day		Mid-Winter Break	4	4			4	
24	2/15-2/19	Mid-Winter Break					4	4			4	
25	2/22-2/26						5	5			5	
26	3/1-3/5					MP/Record	4	4			5	
						2nd Term Totals	56	56	0	0	60.0	0.0
27	3/8-3/12			PD Day			4	4			5	1
28	3/15-3/19						5	5			5	
29	3/22-3/26						5	5			5	
30	3/29-4/2					Good Friday Ob PM Comp.	4	4			5	
	4/5-4/9	SPRING BREAK										
31	4/12-4/16						5	5			5	
32	4/19-4/23	Parent	Conference	Week		Comp	5	4	1		5	
33	4/26-4/30						5	5			5	
34	5/3-5/7				PD Day		4	4			5	1
35	5/10-5/14						5	5			5	
36	5/17-5/21						5	5			5	
37	5/24-5/28					Hackley Day	5	4	1		5	
38	5/31-6/4	Memorial Day					4	4			5	
39	6/7-6/11				Records		3	3			4	
						Third Term	59	57	2	0	64.0	2.0
						Year End Totals	170	165	5	0	187.5	5.0

Muskegon Public Schools Calendar 2009-2010
Craig

TOTALS FOR YEAR

WORK DAYS		187.5
INSTRUCTIONAL DAYS	Includes 5 PD Days	175
FULL DAYS.....	Includes 4 full PD days	169
AM DAYS.....	Includes 1 am PD days	6
PM DAYS.....	Includes 1 p.m. PD day	1

Craig School Day

TEACHERS' WORK DAY	7:35 am - 2:43 (30 Min. Lunch)	7 hours 7 minutes (30 min. lunch)
INSTRUCTIONAL DAY	7:40 am - 2:03 pm (20 Min. Instr.Lunch)	6 hours 23 Minutes (383Min.)
HALF DAYS A.M.	7:40 am - 10:47 am	3 hours 7 minutes (187 Min.)
HALF DAYS P.M.	10:58 am - 2:03 pm	3 hours 5 minutes (185 Min.)

TOTAL INSTRUCTIONAL HOURS								
	169	Full Days	X	383	Minutes/Day =	64727	Minutes/Year	
	6	AM Days	X	187	Minutes/Day =	1122	Minutes/Year	
	1	PM Days	X	185	Minutes/Day =	185	Minutes/Year	
						TOTAL =	66034	Minutes/Year
		1100.57	Total Hours/Year					
		1098.00	STATE REQUIREMENT					
		2.57	BALANCE					