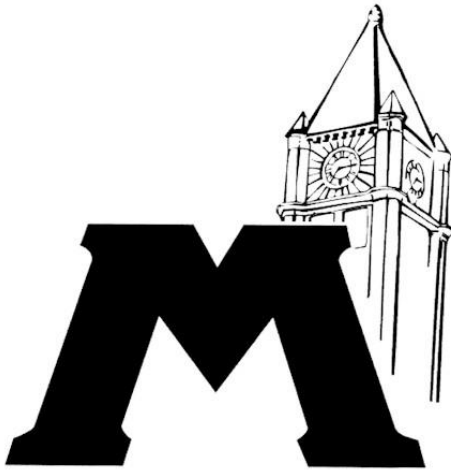


**AGREEMENT
BETWEEN THE
MUSKEGON BOARD OF EDUCATION
AND THE
MUSKEGON CITY TEACHERS' EDUCATION ASSOCIATION**



July 1, 2015 – June 30, 2017

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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 professional staff or professional staff member as used in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as defined above. The term teacher shall refer to teachers and non-teaching staff who are eligible for tenure. The term non-teaching professional staff shall refer to all other members (social workers, psychologists, occupational therapists, etc.).
- 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 The Board shall not discourage membership in the Association.
- 2.2 Upon appropriate written authorization from the professional staff member, the Board shall deduct from the salary of any such professional staff member 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, financial institutions, charitable donations, 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.

ARTICLE 3

Teacher and Non-Teaching Professional Staff Rights

- 3.1 Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every professional staff member 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 professional staff member 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 professional staff member 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 professional staff member 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 professional staff members 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 professional staff member's communication services. If materials are removed from the professional staff member's communication services the professional staff member 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 professional staff members 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 professional staff member, except by mutual consent. Such limitations shall not deprive any professional staff member of his/her right of representation as provided by law or as established elsewhere in this Agreement.
- 3.7 Professional staff members 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. Professional staff member /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 professional staff member's employment and thereafter, professional staff members 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 professional staff member. 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 professional staff member'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 professional staff members 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 professional staff members shall be entitled to all benefits under the Agreement. Professional staff members employed for less than full time shall be entitled to benefits on a prorated basis as compared to full time employment, provided that no professional staff member shall receive less than one-half ($\frac{1}{2}$) the benefits of a full time professional staff member. All professional staff members shall be entitled to full dental, vision, life insurance, and any additional insurance benefits under this Agreement.
- 4.3 The salary schedule for each professional staff member position shall be based upon the appropriate calendar included in this Agreement and the agreed upon working hours. Professional staff members 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 professional staff members will be compensated for at their per diem rate when such days are outside the contractual year.
- 4.4 Professional staff members accepting co-curricular positions, as set forth in Tables II and III which are attached to and incorporated in this Agreement, shall be compensated in accordance with said tables.
- 4.5 Professional staff members shall be paid twenty-six (26) times per year. The individual professional staff members may, however, elect to receive their 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. Professional staff members 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.

Professional staff members 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 professional staff members shall be made available electronically on or before scheduled pay days. Each professional staff member's pay stub shall include the following information:

- A. Biweekly amount
- B. Leave balances
 - 1. Professional improvement
 - 2. Personal leave
 - 3. Sick leave
- C. Withholding Allowances
- D. Contract Amount

Each professional staff member's contract shall contain the following information:

- A. Seniority
- B. Highest degree
- C. Step on Salary Schedule
- D. Contract Amount

By September 15 of the school year each professional staff member shall receive their contract amount and biweekly gross pay in an email.

- 4.6 For the purpose of placing a newly employed professional staff member 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 professional staff member 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.

Professional staff members 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 Salary Advancement

- A. 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. Professional staff members submitting such evidence after the above dates, provided such failure was caused by negligence on the part of the professional staff member, shall not be eligible for retroactive adjustments. Evidence may be in the form of grades, transcripts, or a letter from the registrar.
- B. Advancement under the salary schedule is intended to provide additional compensation for job accomplishments as follows:

<p>If you have a BA/BS working toward BA/BS +20, an MA/MS or you have an MA/MS working toward MA+30 or MA+60:</p>	
<p>Graduate or Undergraduate courses in:</p> <ul style="list-style-type: none"> • Professional staff members' 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 in all areas listed in this section • Courses directly related to the Muskegon Public Schools curriculum 	<p>No Approval Needed</p>
<ul style="list-style-type: none"> • Graduate or Undergraduate courses in any other areas not mentioned above • ISD Professional Development courses, if taken for credit • SCECH's, if also offered for credit 	<p>Yes, prior approval needed from Human Resources</p>

The professional staff member is responsible for providing documentation to Human Resources.

Graduate credits earned prior to the teacher's initial teaching certificate will be combined with additional credits earned after the teaching certificate is earned, only if the prior credits are directly related to the Muskegon Public Schools Curriculum and they were earned within 10

years of receipt of the teaching certificate. These credits shall be used when determining advancement to the BA +20 or MA+30 pay levels.

- 4.8 The parties agree that the mileage rate for professional staff members 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 professional staff members 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 professional staff members 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 6
- B. Middle School - Grades 7-8
- C. High School or Senior High - Grades 9-12
- D. Secondary – Grades 7-12

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 2015-16 and 2016-17 Professional Staff hours will be:

	Elementary	Middle School	High School	MCEC	ECSE
Work day	8:25AM-3:55PM includes 40 min lunch	7:40AM-2:55PM includes 30 min lunch	7:40AM-2:55PM includes 30 min lunch	8:10AM-3:30PM Includes 30 min lunch	8:25AM-3:55PM includes 40 min lunch
Half Work Day-AM	8:25AM-11:44AM	7:40AM-11:15AM	7:40AM-11:15AM	8:10AM-11:30AM	8:25AM-12:00PM
Half Work Day-PM	12:05AM-3:55PM	11:30AM-2:55PM	11:30AM-2:55PM	11:45AM-3:30PM	12:05PM-3:55PM
Instructional Day	8:30AM-3:45PM	7:45AM-2:45PM	7:45AM-2:46PM	8:15AM-3:20PM	8:30AM-3:45PM
Half Instructional Day -AM	8:30AM-11:44AM	7:45AM-11:15AM	7:45AM-11:15AM	8:15AM-11:20AM	8:30AM-11:44AM
Half Instructional Day – PM	NEGOTIATE AS NEEDED	NEGOTIATE AS NEEDED	NEGOTIATE AS NEEDED	NEGOTIATE AS NEEDED	NEGOTIATE AS NEEDED

B. Secondary Grades 7– 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 professional staff member and the principal, a professional staff member may teach six (6) periods. The additional period is in lieu of planning time.
 - 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 \$2,500 per semester.

3. The following positions shall be voluntarily agreed upon by the professional staff member and the principal. The principal may leave a position vacant (See Schedule B for stipends)

- a. Math Department Chair
- b. English Department Chair
- c. Science Department Chair
- d. Social Studies Department Chair
- e. World Language Department Chair
- f. Electives Department Chair
- g. National Honor Society Advisor
- h. School Improvement Chair
- i. Bilingual Coordinator
- j. Student Council Advisor (Middle School)

C. Lunch Periods

1. All professional staff members 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.
 - c. Lunch room supervision shall be voluntarily agreed upon in writing by the professional staff member.
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 professional staff members 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 professional staff members.
 - b. When the professional staff member(s) and administrator agree that the professional staff member(s) will supervise the lunch of his/her students, the professional staff members may exercise any one of the following options to provide compensatory relief:
 - 1.) The professional staff member stays with the student(s) during lunch and may sign payroll for the time or use compensatory time at a mutually agreed upon time.
 - 2.) The professional staff member and classroom assistant split lunch hour supervision duties and the professional staff member may sign payroll for the time or use compensatory time at a mutually agreed upon time.

5.3 Departure Time

- A. Professional staff members shall make themselves readily available to students and parents until the scheduled departure time. The professional staff member'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. Professional staff member departure time may differ if permission to leave earlier is granted by the principal. If a professional staff member 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, professional staff members 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:

- 1. Elementary

- Fall: Wednesday evening and Thursday afternoon/evening (3 conference sessions equivalent to 9 ½ hours)

- Spring: Wednesday evening and Thursday afternoon/evening (3 conference sessions equivalent to 9 1/2 hours)

- Wednesday 4:20-7:30 PM

- Thursday 12:40-7:00 PM

- 2. Secondary

- Fall: Wednesday evening and Thursday evening (2 conference sessions equivalent to 6 hours, 20 mins.)

- Spring: Wednesday evening and Thursday evening (2 conference sessions equivalent to 6 hours 20 mins.)

- Wednesday 4:00-7:20 PM

- Thursday 3:30-6:30 PM

- 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. When professional staff members attend evening parent/teacher conferences, they shall receive equivalent compensatory time on the Wednesday before Thanksgiving break and the Friday before Spring Break unless Good Friday is the day before Spring Break, comp time will be given Thursday afternoon and Friday morning.
 - D. 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.

- E. Professional staff members 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 professional staff members 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. Professional staff members who have 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 professional staff members and the principal.

D. Grade Levels

1. Elementary

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

When a professional staff member 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.

Professional staff members shall schedule and post office hours on Tuesdays for a minimum of 20 minutes. Office hours shall be for professional staff members 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. Professional staff members 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 these evening meetings shall not exceed one and one half hours in duration. In cases where it is necessary to schedule more than two evening meetings, professional staff members so affected shall receive equivalent compensatory time to be taken at a time mutually agreed.

5.6 Individualized Educational Planning Team (IEPT) Meetings

- A. Every effort shall be made to schedule Individualized Educational Planning Team (IEPT) meetings during regular working hours. However, said meetings may be held outside regular working hours, and professional staff members' 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 provided that all required staff are able to participate during the IEP meeting and the scheduling of the IEP during parent/teacher conferences does not reduce any parents' opportunity to fully participate in such conferences.
 2. During the school day 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 professional staff members will receive written notification five (5) work days in advance of such meetings.

5.7 Professional staff members who are members of the Board of Directors, the Executive Committee, or professional staff members 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. Professional staff members 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 professional staff member 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. Reasonable efforts will be made to schedule planning time throughout the week and so that a teacher will not have 2 days in a row without planning.

4. The following schedule for special subjects instructional time shall be:

a. Full-day Kindergarten

Music - full year 40 minutes/week

Gym - full year 20 minutes/2 times per week

Computers per Letter of Agreement

Exploratory Time – full year 45 minutes/week

b. Grades 1-6

Art - full year 45 minutes/week

Music - full year 40 minutes/week

Gym - full year 40 minutes/week

Computers per Letter of Agreement

c. When classes contain both kindergarten and first grade students the Grades 1-6 schedule will be followed.

5. The ECSE and Pre-Kindergarten

a. The ECSE 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 visits, 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.

b. On district wide PD days, the ECSE program shall have planning time in the morning and students in the afternoon. On the second half day at the beginning of the school year, ECSE shall have planning time in the morning and students in the afternoon. At the end of the school year ECSE shall have two full days of school and one ½ day, as opposed to one full day and three ½ days.

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.
3. When a teacher's assignment is co-teaching/team teaching, reasonable effort shall be made so that the affected teachers will have weekly common planning time.

5.9 Secondary Instructional Preps

- A. No professional staff member will have more than three (3) different preparations per semester, except where necessary to complete a schedule for that professional staff member, implement the curriculum of the school, or at the professional staff member's request.
- 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 professional staff member, the Association and the Board shall confer for the purpose of obtaining a mutually satisfactory solution.
- C. Exception to the three (3) preparations limit is the Alternative Education program.

5.10 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 professional staff members 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 staff members have banked more time than is needed to meet attendance requirements they 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 professional staff member who chooses to bank time will report an accounting of the date and time banked with the Director of Special Education. She will also report to the Director of Special Education when the bank time is made up. These reports shall be made available to Administration and the Association.

5.11 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 unless the teacher is on a plan of assistance and the lesson plans are an integral part of the plan or required by the Board's Evaluation Procedure. 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.

5.12 Assignment of Student Teachers

- A. Assignment of student teachers, pre-teachers, and interns shall only be with consenting tenured professional staff members or professional non-teaching staff who have been employed with Muskegon Public Schools for at least four (4) years. The Association shall be provided with a list of student teacher placements as they occur.

5.13 Itinerant Professional Staff

- A. The last day(s) of each school year when an itinerant professional staff member 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 professional staff member is assigned. At no time shall the clean-up time exceed the weekly assigned time in the building.
- B. Itinerant professional staff members 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. Itinerant professional staff members shall be scheduled so that there is sufficient travel time between assigned buildings. This shall be scheduled without infringing upon the allotted lunch period and/or set up and take down time of the classroom.
- D. Itinerant professional staff members shall be required to attend building meetings at one designated building mutually agreed upon by the itinerant and supervisor.
- E. Schedules assigned to itinerant professional staff members shall include five (5) minutes between each class.
- F. Itinerant professional staff members shall be provided with planning time in all assigned buildings or planning time will be scheduled in a block of time at the beginning or the end of a day.
- G. Itinerant professional staff members shall be scheduled by a central office administrator.

5.14 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.

5.15 Extended Work Year

- A. When certain professional staff members (e.g. secondary counselors, instructional specialist or secondary librarians, etc.) are requested to perform professional duties before or after the calendar work year, professional staff members shall be paid at the per diem rate. Absent extenuating circumstances, professional staff members 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.
- B. When professional staff members voluntarily attend suggested professional development training outside the calendar work year or before or after the work day during the calendar year, professional staff members will be paid a stipend for the time they attend. Reasonable efforts will be made to give professional staff members at least 30 days' notice for these optional trainings. Any training deemed essential to their job assignment shall be offered during the school day.

5.16 Visual Art Teachers

In order to prepare, set up, and take down the spring district-wide art exhibit visual art teachers shall be granted a minimum of two days of release at a mutually agreed upon time.

5.17 MCEC

Professional staff members 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 and shall include a minimum of five (5) fifty-five (55) consecutive minute planning periods per week during the instructional day.

5.18 ECSE Calendar

- A. The first week of school shall be used as a transition week for the Early Childhood Special Education (ECSE) staff to be in Kindergarten and Head Start classrooms for

the purpose of assisting the receiving teachers with supports for incoming ECSE students. The two and a half (2 ½) class days that ECSE students miss during this week (Tuesday AM, Wednesday AM/PM, and Thursday AM/PM) will be made up by adding four (4) Parent and Child Activity days on Fridays throughout the school year.

- B. On District Professional Development days: ECSE staff shall have planning in the AM and students in the PM.

ARTICLE 6

Assignments

6.2 Definitions

- A. Assignment - A position within a building or unit received 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 –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.

6.3 Non-Teaching Professional Staff 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 non-teaching professional staff member currently within the building/unit.
- C. Non-teaching professional staff members shall be notified of their assignment for the upcoming school year no later than April 15.
- D. Notification of displacement of non-teaching professional staff members shall be given in writing to the Association and the non-teaching professional staff member(s) to be displaced no later than April 15.
- E. If an assignment changes after April 15, non-teaching professional staff member and the Association will be promptly notified in writing.

6.4 Displacement

- A. If a position is to be reduced or eliminated, the non-teaching professional staff member occupying that position shall have the right to displace the least senior non-teaching professional staff member occupying a position for which that non-teaching professional staff member is certified and qualified to fill. Such displacement shall take place in the following order:
 - 1. First, the least senior non-teaching professional staff member in the same grade level (pre-school - 6) or department in the same building as the position that is being reduced or eliminated.
 - 2. Second, the least senior non-teaching professional staff member (other than those above) in the same building or unit as the position that is being reduced or eliminated.
- B. Displaced non-teaching professional staff member shall choose a position, by seniority, at the Job Selection Meeting.

- C. 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 non-teaching professional staff member of their impending displacement.
- D. Displaced non-teaching professional staff member 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. Alternative High School
2. Reading Content Area Specialist
3. Math Content Area Specialist
4. Science Content Area Specialist
5. Grant Specific Content Area Specialist by Grant
6. Pre-kindergarten
7. Librarians
8. Physical Education
9. Music
10. Art
11. Counselors
12. Vocational, Technical/Industrial Arts
13. Social Workers
14. Teachers of the Speech and Language Impaired
15. Teacher Consultants - Special Education
16. Occupational Therapists
17. Physical Therapists
18. Psychologists
19. Teachers of the Hearing Impaired
20. Teachers of the Visually Impaired
21. Teachers of the Autistic Impaired
22. Teachers of the Emotionally Impaired
23. Audiologists
24. Teachers of the Special Education Early Childhood Program
25. Teachers of the Learning Disabled
26. Teachers of the Cognitively Impaired
27. Resource Room
28. Any other programs mutually agreed upon

ARTICLE 7

Seniority

- 7.1 Seniority shall be defined as the amount of time continuously employed as a non-teaching professional staff member. (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 professional staff member a current seniority list of professional staff members prior to September 30 of each year. Accompanying the name of each professional staff member on the list shall be the most recent date of hire, certification(s), and assignment(s). Professional staff members 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 professional staff member 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.

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 professional staff member 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 professional staff member prior to the administrative assignment. Any break in service, exclusive of approved leaves, as a professional staff member and/or an administrator from Muskegon Public Schools will nullify any seniority rights with the district within the Association.

- 7.4 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 professional staff member and/or the Association.

Vacancies, Transfer and Job Selection

8.1 Definitions

- A. Muskegon Vacancy Process (M.V.P.) – The method in which non-teaching professional 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 and is not currently held by another non-teaching professional will be filled through MVP. A non-teaching professional vacancy occurs after the Job Selection Process is completed.
- C. Open Position – A non-teaching professional staff member position available for selection at the Job Selection Meeting in April.
- D. Maximization – The involuntary transfer of non-teaching professional staff members, 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 non-teaching professionals 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, professional staff members 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 non-teaching professional staff 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 non-teaching professional staff member 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 non-teaching professional staff members shall be notified in writing of the results within five (5) work days.
- E. Once the non-teaching professional staff member 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 non-teaching professional staff member vacancies occurring during the summer shall be effectuated during the summer. Transfers to non-teaching

professional staff member 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 non-teaching professional staff member 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. Professional staff members 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 Assistant Superintendent of Human Resources. Professional staff members 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 professional staff member will be paid the professional staff hourly wage for up to 12 hours to pack.
- H. Since the frequent transfer of non-teaching professional staff members from one school to another is disruptive of the educational process and interferes with optimum non-teaching professional staff performance, the parties agree that transfers are to be minimized.

8.3 Job Selection Meeting

- A. Request for voluntary transfer must be submitted non-teaching professional staff member 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 non-teaching professional staff members 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. Non-teaching professional staff members 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 non-teaching professional staff member 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 non-teaching professional staff member 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 non-teaching professional staff members
 - 2. Non-teaching professional staff members currently on layoff.

3. Non-teaching professional staff members 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. Non-teaching professional staff members 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 non-teaching professional staff 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 non-teaching professional staff open positions for the next school year must be posted in all buildings and the Human Resources Office 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 non-teaching professional staff members, non-teaching professional staff members currently on leave or layoff, Association Officials, Association members and Administration, may attend the Job Selection Meeting.
 2. All Association non-teaching professional staff members who have submitted a request to participate in the Job Selection Meeting and laid-off non-teaching professional staff members 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. MVP shall be invoked if there are less than ten vacancies.
 3. Information on all current openings and the certification and qualifications for each opening shall be presented.
 4. Non-teaching professional staff members 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 more senior non-teaching professional staff member. Such non-teaching professional staff members who desire to return to full time shall notify the Human Resources Office in writing by April 1.

5. By seniority, non-teaching professional staff participants shall be given the opportunity to choose a posted position or they may pass their turn for job selection.
 - a. Each non-teaching professional staff 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 non-teaching professional staff member 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 non-teaching professional staff member 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 non-teaching professional staff member 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 non-teaching professional staff member from being placed in a position. Actual job placements will be made at this meeting and the appropriate non-teaching professional staff members notified within forty-eight (48) hours.
 - 2.) Maximize positions to avoid layoffs when necessary.
 - 3.) Non-teaching professional staff members whose job assignments are changed through the maximization process will be notified in a timely manner.
 - 4.) Any non-teaching professional staff positions remaining open after the Job Selection Meeting shall be filled by recall of laid-off, certified and highly qualified non-teaching professional and then posted for external candidates.

8.4 Involuntary Transfer

- A. Non-teaching professional staff members 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 non-teaching professional staff member has been deemed, in accordance with those procedures outlined in Articles 15 and 16, to be ineffective.

- 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 non-teaching professional members.
- D. The parties recognize that involuntary transfers of a non-teaching professional staff members due to maximization may be necessary after the Job Selection Meeting:
 - 1. because the position selected at the meeting was not in the non-teaching professional certification and qualifications, or;
 - 2. no other less senior certified and qualified non-teaching professional 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 of non-teaching professional staff members shall not be made when the effect would prevent, or unnecessarily delay the return of a non-teaching professional staff member to, or placement of a non-teaching professional staff member in a full time position or a position equaling or exceeding that which said non-teaching professional staff member 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 non-teaching professional staff members from one school to another is disruptive of the educational process and interferes with optimum performance, the parties agree that transfers are to be minimized.

8.5 Interview Positions

- A. Openings in the existing non-teaching professional staff 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. Newly created experimental classroom positions, mutually agreed upon, which require specialized training.
 - 3. Other positions mutually agreed upon.
- B. Interview Procedures
 - 1. These non-teaching professional staff positions that are mutually agreed upon 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 non-teaching professional staff member to, or placement of a non-teaching professional staff member in a full time position.

2. Any opening(s) or vacancies in positions subject to interview that occur as a result of a current non-teaching professional staff member 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 professional staff members 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. Non-teaching professional staff members 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 professional staff members 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 professional staff member 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 non-teaching professional staff members to be affected by the proposed layoff have been identified.
- B. Prior to the implementation of any layoffs of non-teaching professional staff members, 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 non-teaching professional staff members. 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 non-teaching professional staff member of their impending layoff.
- E. No reduction of non-teaching professional staff member shall be put into effect until the parties have had an opportunity to confer as outlined above.

9.3 Notification to Non-Teaching Professional Staff Members

- A. Any non-teaching professional staff member 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 non-teaching professional staff members shall be notified by certified mail or other means directed by the non-teaching professional staff member of the date of the Job Selection Meeting by April 1 at the address provided by the non-teaching professional staff member .

9.4 Rights of Laid Off Non-Professional Staff Members

- A. Laid off non-teaching professional staff members shall also be notified of unemployment compensation eligibility, continuation of COBRA benefits, and other benefits. Laid off non-teaching professional staff members 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 non-teaching professional staff members shall be granted priority for long-term and per diem substitute positions. When possible, long-term substitute positions shall be offered to laid off non-teaching professional staff members 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 non-teaching professional staff members.
- C. The district shall maintain a recall list of all non-teaching professional staff members. A laid off tenured non-teaching professional staff member shall remain on the recall list until the non-teaching professional staff member is recalled, resigns, is terminated for just cause, or has not been recalled within three (3) years of layoff. Said non-teaching professional staff member 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.
- D. A laid off probationary non-teaching professional staff member will remain on the recall list for two (2) years after the effective date of layoff.
- E. This section shall not prevent the District from re-employing a non-teaching professional staff members previously employed.
- F. When layoffs occur, the least senior non-teaching professional staff member shall be laid off first, provided a more senior non-teaching professional staff member is certified and qualified for the remaining position. A less senior certified and qualified non-teaching professional staff member shall be retained over a more senior probationary non-teaching professional staff member.

9.5 Recall Procedures

- A. All non-teaching professional staff members 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 non-teaching professional staff member or a non-professional staff member on the recall list.
- C. No non-teaching professional staff member shall be hired by the Board while there are non-teaching professional staff members in the District who are on layoff, unless there are no laid-off non-teaching professional staff members 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 non-teaching professional staff member recall rights for an equivalent position. Acceptance of less than an equivalent position shall be a partial layoff.
- E. Non-teaching professional staff members who refuse recall to an equivalent position for which they are certified and qualified shall be removed from the recall list. However, non-teaching professional staff members 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 non-teaching professional staff members 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 non-teaching professional staff member removed from the recall list. Non-teaching professional staff members shall ensure that the Board has a current address and telephone number on file.

G. Changes in a non-teaching professional staff members' certification after August 15th following layoff (or leave of absence) shall not permit the non-teaching professional staff members to be recalled for the forthcoming year by causing the layoff of another non-teaching professional staff members unless all of the following conditions have been met:

1. The non-teaching professional staff member 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 non-teaching professional staff member 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 non-teaching professional staff member'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 non-professional staff member.

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 texts 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 professional staff member 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 professional staff members are primarily utilized to this end.
- B. Each professional staff member 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 the end of the school year unless a professional staff member'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 professional staff member 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:
 - a. A separate desk or table, at the option of each professional staff member. In addition, every reasonable effort will be made to include a lockable drawer space.
 - b. Suitable closet or locker space for each professional staff member to store personal articles. Every effort shall be made to provide this space in/or adjacent to the professional staff member's assignment(s).
 - c. Adequate storage space in, or adjacent to, the assignment(s) for Instructional materials for professional staff members including ancillary and itinerant professional staff members.
 - d. Facilities for itinerants and ancillary staff to insure needed privacy for providing special services with individual or groups of students.
 - e. Telephones shall be made available to professional staff members that allow for privacy.

f. Restrooms for employee use only.

- 10.2 Clerks:
Clerks shall be available to assist professional staff members in handling inventory of supplies and equipment, duplicating of teaching materials, collecting monies for milk and lunch and similar non-instructional responsibilities.
- 10.3 Collecting Money:
Professional staff members will not be required to collect funds from students where such funds are not related to school work. In cases where professional staff member must handle money, the Board agrees to protect the professional staff members against loss except where such loss may result from a violation of promulgated regulations. Professional staff members shall not be required to collect money from students unless there is a lockable space provided in the professional staff member's classroom.
- 10.4 Vending machines:
At the request of the Association, a vending machine shall be installed for professional staff members 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:
The personal and private life of any professional staff member 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 professional staff member.
- 10.6 Medication:
Professional staff members (ECSE-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, professional staff members 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 the professional staff members. At no time shall a professional staff member 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. Professional staff members 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 professional staff members and the Association Representative will be notified in writing as soon as possible.
- B. Itinerants and ancillary professional staff members 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:

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 professional staff members shall submit marking period grades and have grade updates for mid-marking period reports for all students 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. The Board and Association agree that the recommended class sizes shall be the following:

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

In determining class sizes for the start of school the above maximums shall be used.

When possible, pupils 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. Elementary Overload Compensation:

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:

Number of students over the recommended class size	Compensation		
One over	\$200 per semester		
Two over	\$400 per semester		
Three over	\$900 per semester	Or	An overload sub or overload assistant.
Four over	\$1400 per semester	Or	An overload sub or overload assistant and \$500 per semester
Five over	\$2000 per semester	Or	An overload sub or overload assistant and \$1000 per semester

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.

3. Financial Compensation - See table above

The choice of 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:

- 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.

This option is available any time during each semester.

11.5 Class Size – Secondary (MHS, Middle School and MCEC)

A. Secondary Overload Compensation:

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 (TOTAL)
141	\$50 per semester
142	\$100 per semester
143	\$150 per semester
144	\$200 per semester
145	\$250 per semester
146	\$350 per semester
147	\$450 per semester
148	\$550 per semester
149	\$650 per semester
150	\$800 per semester

In no case shall a teacher have more than 150 students entered on the Monday of the second week of the semester. The financial compensation shall remain in effect until the end of the semester.

Physical Education classes shall have no more than 200 students entered. In addition, Physical Education teachers shall not have more than forty (40) students entered per class except by mutual agreement.

This 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.

B. 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.

- a. Class size limitations specified above shall not be applicable to large music ensembles such as bands, orchestras, or choirs.
- b. 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. Reasonable efforts shall be made by the Professional Staff Member to notify the Principal and Director of Special Education when their class is out of 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:
 - g. Class enrollment.
 - h. Individual disability
 - i. Room configuration.
 - j. Accommodations in compliance with the IEP.
 - k. 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. Team teachers 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 under Michigan Department of Education Guidelines.
- 12.3 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 feels 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.

12.4 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.

12.5

- 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 professional staff member shall be granted eleven (11) sick days at the beginning of the year.
- B. Professional staff member 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 professional staff member 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 professional staff member has not accumulated sick leave to cover the illness shall be repaid to the professional staff member 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 professional staff member 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 professional staff member 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 professional staff member's sick leave, providing the injury does not involve negligence on the part of the professional staff member, or the professional staff member 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 professional staff member's

employment, the professional staff member 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 professional staff member 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 professional staff member 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 professional staff member shall be assigned to the same position or 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 professional staff member 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 professional staff member 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 professional staff member 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 professional staff member and requiring the personal attention of the professional staff member 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 is 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. Professional staff member 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, professional staff member 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 professional staff member 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 Professional Staff Member

Allowance shall be granted for the following reasons:

- A. Absence when a professional staff member is called for jury duty. (Pay difference between jury pay and regular pay.)
- B. Court appearance as a witness whenever a professional staff member 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 professional staff member be required to reimburse the district for expense allowances, jury pay nor 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 professional staff members 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 professional staff member 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. Professional staff member 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 Professional Staff Member Professional Improvement Day

- A. Each professional staff member shall be allowed two (2) days per school year for Professional Improvement. Such days may be used at the professional staff member'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 professional staff member's supervisor. The day shall not be used to extend a holiday or vacation.
- B. Unused professional improvement days shall be added to the sick leave accumulation.

13.7 Jewish Holidays

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

In exchange they will 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 professional staff member 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 professional staff member's license field.
 - B. Study to meet eligibility requirements for a license other than that held by the professional staff member 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 professional staff member 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 professional staff member shall be given an equivalent position.
- 14.2 Parental Leave
- A. A professional staff member 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 professional staff member 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 professional staff member 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 professional staff member 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

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. Personal 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

Non-Teaching Professional Staff Member Evaluation

- 15.1 The primary purpose of non-teaching professional staff member 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 non-teaching professional evaluation needs to be continually reviewed and strengthened. To this end, the following body is established.
- A. A Professional Standards 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 non-teaching professional staff 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 All monitoring or observation of the work performance of a non-teaching professional staff member shall be conducted openly and with full knowledge of the professional staff member. The use of eaves-dropping, or undisclosed use of closed circuit television, public address or audio systems, wire or tape recorder and similar surveillance devices shall be strictly prohibited.
- 15.3 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.
- 15.4 Any adverse evaluation of non-teaching professional staff member's 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.
- 15.5 If the discharge of a non-teaching professional staff member, due to adverse evaluation, is to be considered, such action shall be preceded by:
- A. Repeated occurrences of serious impairments to effective teaching.

- B. Direct communication to the non-teaching professional staff member 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 non-teaching professional staff member to improve.
- D. Substantial opportunity for the non-teaching professional staff member to improve.
- E. Substantial data to suggest that the non-teaching professional staff member is not competent to continue in the profession.

15.6 Each non-teaching professional staff member's evaluation shall include at the conclusion of the report, the statement:

"Considering all factors, the work performance of the non-teaching professional staff member is –

Highly effective _____ Effective _____ Minimally effective _____ Ineffective _____"

ARTICLE 16

Non-Teaching Professional 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 non-teaching professional staff member 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 a non-teaching professional staff member?
- c. Prior to administering disciplinary action, was an effort made to determine whether, in fact, the non-teaching professional staff member 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 non-teaching professional staff member was guilty as charged?
- f. Was the degree of discipline administered reasonably related to the seriousness of the non-teaching professional staff member’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 non-teaching professional staff member without just cause. Any such discipline, including adverse evaluation of a non-teaching professional staff member’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 non-teaching professional staff member, and if the non-teaching professional staff member so requests, a copy will be provided to the Association.

16.3 The Board agrees to follow a policy of progressive discipline regarding the non-teaching professional staff member.

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

A. Repeated occurrences of the alleged offense.

- B. Direct communication to the non-teaching professional staff member 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 non-teaching professional staff member improve.
- D. Adequate opportunity for the non-teaching professional staff member to improve.
- E. Adequate data to suggest that the non-teaching professional staff member is unfit for the teaching profession.

16.5 In all instances involving discipline measures instituted by the Board against a non-teaching professional staff member, the Board shall bear the burden of proof.

16.6 Grievance Procedure: Non-teaching Professional Staff Member Evaluation and Discipline.

Grievances pertaining to discipline action (as defined in Section 16.1 of this Article), adverse evaluation of non-teaching professional staff member shall be subject to the grievance procedure.

ARTICLE 17

Protection of Professional Staff Members

17.1

- A. Since the professional staff member'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 professional staff member, the Board recognizes its responsibility to give all reasonable support and assistance to professional staff members. In view of this, building administrators shall make every effort to support professional staff members in the establishment of a learning environment in the building that is conducive to effective instruction.
- B. The Board further recognizes that the professional staff member, other than professional staff members 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 professional staff member to write reports and attend individual educational planning committee meetings. At the secondary level, a potential receiving general education professional staff member shall be selected by the building principal. This professional staff member shall review the plan with other receiving professional staff members 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 professional staff member 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 professional staff member 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 professional staff member 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 professional staff member at the time the student is sent from the room. Supervision of such students shall not be the responsibility of another professional staff member, unless the professional staff member agrees to this assignment and the duration is on a semester basis.
- B. When, in the opinion of the professional staff member, 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 professional staff member shall furnish the principal full particulars of all aforementioned incidents of misbehavior and a description of efforts the professional staff member has made to work more effectively with the student. Action taken by the principal shall be reported in writing to the professional staff member. 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, professional staff member and student has taken place in accordance with the following rules:

1. The consultation shall be in private.
2. The professional staff member shall have the right to representation by the Association.
3. The consultation should not interrupt the professional staff member'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 professional staff member have responsibility to supervise student conduct shall be dealt with as outlined:

1. The professional staff member 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 professional staff member 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, professional staff member and student is requested by either the professional staff member or the principal, the provisions of 17.2 B. 1., 2., 3., and 4 of this Article shall apply.

- 17.3 When a professional staff member has one or more pupils who, in the opinion of the professional staff member, 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 professional staff member (s) and the principal/administrator have failed to alleviate or rectify the situation, a written report by the professional staff member will be given to the building principal/supervisor who will forward this report to the Director of Pupil Personnel. 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 professional staff member 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 professional staff member of his/her rights and obligations with respect to such assaults and shall render all reasonable assistance to the professional staff member in connection with the handling of the incident by law enforcement and judicial authorities.
- 17.5 If any professional staff member is complained against or sued by reason of disciplinary action taken by the professional staff member against a student, the Board will provide legal counsel

and render all necessary legal assistance to the professional staff member for his/her defense, provided the professional staff member has complied with the Student Code of Conduct as established by the Board.

- 17.6 Time lost by a professional staff member in connection with any suit referred to in Paragraph 17.5 above of this Article shall not be charged against a professional staff member unless the professional staff member is proven guilty or found liable in a court of law. Under no circumstances shall such loss of time be allowed if the professional staff member involved was following the guidelines of the Student Code of Conduct and performing his/her assigned duties.
- 17.7 The Board will reimburse professional staff members for any non-negligent loss, damage or destruction of clothing or personal property of the professional staff member while on duty in the school or on school premises if such loss or damage is the result of a student attack upon the professional staff member or results from student resistance to reasonable discipline or physical restraint by the professional staff member.
- 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 professional staff member 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 professional staff member nor shall any notice thereof be included in said professional staff member personnel file before such matter is reported in writing to the professional staff member concerned.
- 17.11 The standard for administering student discipline in the district for both professional staff members 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 professional staff member 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 professional staff 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.
- 17.13 A professional staff member 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 professional staff member shall, at the request of the professional staff member, be deferred up to forty-eight (48) hours, to allow the representative of the Association to be present.

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 nor 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 professional staff member(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 professional staff member(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 professional staff member(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 professional staff member 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," professional staff members 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 professional staff member arrival and departure time.
 - B. Should weather conditions cause the closing of schools during the school day, professional staff member 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 professional staff members 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 professional staff members 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 The district shall follow the State Aid Act for allowance of weather conditions or Acts of God. If the district goes beyond the state allowance the procedure for determining make up days shall be as follows:
- A. If the loss over allowed school days is prior to five (5) school days before Mid-Winter Break the first makeup day shall be the first day of Mid-Winter Break.
 - B. If additional days are to be made up representatives of the Board and the Association shall meet within ten (10) 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.
 - C. When a State Aid Act 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.
 - D. 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 is beyond the allowance in the State Aid Act so that there is loss in State Aid the provision in A and/or B above shall be followed. No professional staff member 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, professional staff members 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 professional staff members in the affected building(s) shall be allowed to leave, or report to another location in the District for professional staff member planning, according to the discretion of the Board.
- c. The affected professional staff members shall not be assigned to duties in other buildings.
- d. Professional staff members 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 professional staff members and their eligible and sponsored dependents, toward MESSA-PAK either PAK A, PAK B, or PAK C for a full twelve (12) month period. The extent of coverage shall be determined by the professional staff member's qualification for one of the following categories:

- A. Member
- B. Two person
- C. Full family

21.2 For 2015-2016 – 2016/2017

A. PAK A

PAK A shall consist of:

- MESSA Choices II Medical Coverage; \$300/600 annual deductible
Saver RX, \$10 generic/\$40 brand name
Copays: \$20-OV, \$25-UC, \$50-ER
- MESSA Dental Plan; 80/80/80, \$1,000 annual max, Ortho 80 \$1,300 lifetime max
- MESSA VSP-2 Vision Care Plan
- MESSA Life Coverage; \$50,000 Neg. Life with AD&D
\$5,000 Non-neg. Life with AD&D
- MESSA Long Term Disability Coverage

B. The Board shall pay the annual January statutory hard cap amount subject to PA 152 for PAK A effective the beginning of the school year. In addition, the Board shall pay the full cost of the dental, vision, and life provisions, plus 50% of the actual cost of Negotiated Long Term Disability Insurance. Professional staff members will pay the remaining cost of the total health care portion of the PAK A rate plus the 50% of the actual cost of the Negotiated Long Term Disability Insurance. Professional staff member contributions for the health plan shall be made through the district's IRS Section 125 Salary Reduction Plan for health insurance contributions. Professional staff member contributions for LTD Insurance shall be with after tax dollars.

21.3 For 2015-2016 – 2016/2017

A. PAK B

B. PAK B shall consist of:

- Waive Medical Coverage
- MESSA Dental Plan – 80/80/80, \$1,000 annual max, Ortho 80 \$1,300 lifetime max
- MESSA VSP-2 Vision Care Plan
- MESSA Life Coverage - \$50,000 Neg. Life with AD&D
- MESSA Long Term Disability Coverage

C. The Board shall pay 100% of PAK B plus 50% of the actual cost of Negotiated Long Term Disability Insurance. Professional staff members will pay 50% of the Negotiated Long Term Disability Insurance. Professional staff member contributions for LTD insurance shall be with after tax dollars.

21.4 For 2015-2016 – 2016/2017

A. PAK C

B. PAK C shall consist of:

- MESSA ABC HSA Medical Coverage; \$1300 single/\$2600 two person/family
- Saver RX, \$10 generic/\$40 brand name
- MESSA Dental Plan; 80/80/80, \$1,000 annual max, Ortho 80 \$1,300 lifetime max
- MESSA VSP-2 Vision Care Plan
- MESSA Life Coverage; \$50,000 Neg. Life with AD&D
\$5,000 Non-neg. Life AD&D
- MESSA Long Term Disability Coverage

C. The Board shall pay the annual January statutory hard cap amount subject to PA 152 for PAK C effective the beginning of the school year. In addition, the Board shall pay the full cost of the dental, vision, and life provisions, plus 50% of the actual cost of Negotiated Long Term Disability Insurance. Professional staff members will pay the remaining cost of the total health care portion of the PAK A rate plus the 50% of the actual cost of the Negotiated Long Term Disability Insurance. Professional staff member contributions for the health plan shall be made through the district's IRS Section 125 Salary Reduction Plan for health insurance contributions. Professional staff member contributions for LTD insurance shall be with after tax dollars.

D. The Board's contribution of its statutory hard cap will be applied to the health insurance premium first and the remaining part will then be applied to the HSA deductible. These contributions shall be made in monthly payments of 1/12 of the deductible, not exceeding the hard cap. If a professional staff member's actual expenses exceed the deposited amount, said professional staff member shall have the HSA account increased on the first day of the next month to the amount needed to cover the costs incurred, not exceeding the hard cap. If needed a catastrophic contribution shall be paid at the time of need during that insurance year to a professional staff member.

E. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through Health Equity.

21.5 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, 2017.

21.6 Subject to Public Act 54, effective July 1, 2017, the provisions of this Article shall apply until such time a successor agreement is ratified.

21.7 The Board shall provide without cost to the professional staff member's 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 professional staff member's designated beneficiary.

21.8 The Board shall provide without cost to all professional staff members and their eligible dependents, the MESSA Dental Care Program 80/80/80; \$1,000 annual max, Ortho 80: \$1,300 lifetime max

- 21.9 The Board shall provide without cost to all professional staff members and their eligible dependents, the MESSA VSP-2 Vision Care Plan.
- 21.10 All insurance plans will be aligned with a July 1 – June 30 fiscal year. Insurance coverage shall continue through the month the professional staff member severs employment with the District by means of retirement.
- 21.11 The obligation of the Board to provide the above insurance to any professional staff member, notwithstanding the above provisions, shall be continued until the professional staff member 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.
- 21.12 Open enrollment period(s) shall be jointly established by the Board, the Association and the insurance provider, including opportunities for a May open enrollment for a July 1 effective date, including the rate impact on teachers from the newest MESSA rate renewal, or an October “special” open enrollment for a January 1 effective date for the sole purpose of opting in or out of the MESSA ABC Plan option, and whenever group or individual subsidy amounts increase or decrease affecting the benefit package. In general, enrollment periods will correspond to the July 1 – June 30 fiscal year, however, 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.
- 21.13 In the event that a professional staff member has exhausted paid sick leave and continues to be affected with, or suffers a medically confirmed illness or disability that causes the professional staff member 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. Professional staff members employed less than two (2) years – 6 months.
 - B. Professional staff members employed more than two (2) years – 12 months.
- 21.14 In the event a professional staff member dies during the school year, and providing the policy permits continued COBRA 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 professional staff member 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 Director of Curriculum 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 Director of Curriculum 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) professional staff members appointed by the Association and six (6) administrators appointed by the Executive Director of Academic 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 Executive Director of Academic 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 professional staff members 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. Professional staff members should respond in a positive manner when requested to serve on professional study committees.
 - B. Fifty percent (50%) of all professional staff members 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 professional staff members.
 - D. Professional staff member 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 Executive Directors of Academic 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. Reasonable effort shall be made by professional staff members to input absences in the district's online substitute system before 6:45 a.m. If unable to input online notification the professional staff member shall notify the principal or other designated representative. Once a professional staff member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Professional staff members shall not arrange for their own substitutes; however, professional staff members may suggest in advance to their building principal the names of any substitutes they would prefer.
- 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 professional staff member contracts heretofore in effect. All future individual professional staff member 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 professional staff members 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 professional staff member or group of professional staff members 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 professional staff members within the first ten (10) days of each school year. New professional staff members 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 professional staff members within ten (10) days after Board adoption.
- 23.7 Job Descriptions:
- A. Any job description developed for a professional staff member position shall be placed in writing.
 - B. Professional staff members 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 Professional Standards Committee (as established in Article 15), and the Board or its designated representatives.

- 23.8 Pursuant to Section 15(7) of the Public Employment Relations Act, if an emergency manager is appointed under the Local Government and School District Fiscal Accountability Act, then the emergency manager will have all powers specified in that Act in regard to the rejection, modification or termination of collective bargaining agreements. This language is not agreed upon by the parties but is put into this Agreement solely because it is required by law.
- 23.9 Each professional staff member 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 member, 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 professional staff member 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 member if requested to do so.

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 professional staff member's file unless the member has had an opportunity to review the material.

- 23.10 Formal complaints against the professional staff member 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 professional staff member within three (3) work days of the filing. The professional staff member 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 professional staff member 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 will be acted upon within twenty (20) work days.

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." Professional staff members 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 professional staff members 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 non-teaching professional member 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 - Professional staff member 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 Professional Staff Member - A professional staff member 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 professional staff member assigned to more than one building.
- 26.7 Job Selection Process - The process that allows non-teaching professional staff members 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 non-teaching professional staff members, 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 non-teaching professional staff members 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 non-teaching professional jobs are filled after the Job Selection Process and through the twentieth school day of the second semester.
- 26.10 Open Position - A non-teaching professional staff member 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	State certification
2. Kindergarten – 6 th Grade	State certification
3. Specialized Itinerant teachers of vocal music*, art*, library, and physical education	State certification
4. Grades 7-8 Core Subjects (math* English*, social studies*, and science*)	State certification
5. Specialized - Grades 7-8 (music*, art*, physical education, foreign language*, home economics, etc.)	State certification
6. Grades 9-12 – Core subject* All other subjects	State certification and North Central certified
7. Bilingual Education or E.S.L.	State certification
*Highly qualified status required	

- 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 professional staff member 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 professional staff member facing layoff may use full certification in order to remain employed.

26.12 Recall List - A current list of professional staff members 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 non-teaching professional staff member. 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 professional staff member 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, 2015, and shall continue in effect until June 30, 2017.
- 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this

_____ Day of _____, 2015.

MUSKEGON BOARD OF EDUCATION

By: _____
Superintendent or Designee

By: _____
Ass't. Superintendent of Human Resources

MUSKEGON CITY EDUCATION ASSOCIATION, MEA-NEA

By: _____
President

By: _____
Professional Negotiations Chairperson

Salary

2015-2016

The salary schedule for the 2015-2016 school year shall be increase by 1.5% over the 2014-2015 salary schedule.

2016-2017

The salary schedule for the 2016-2017 school year shall be increase by 1% over the 2015-2016 salary schedule.

Salaries for Great Start Readiness Pre-School (GSRP) Program will be capped at Step Five (5) of the salary schedule commencing in the 2014-15 school year. A teacher who has surpassed the 5th step of the salary schedule cannot be placed in the GSRP without the teacher's consent. If a teacher who has surpassed the 5th step of the salary schedule declines placement in GSRP s/he shall be assigned another position. A grace period for the duration of this agreement shall be allowed for current GSRP professional staff members before they are affected by the salary cap.

For 2015-2016 Co-Curricular payments have been increased by 1.5% over the 2014-2015 Co-Curricular bas amount. For 2016-2017 Co-Curricular payments have been increased by 1.0% over the 2015-2016 Co-Curricular base amount.

**TABLE I
SALARY SCHEDULE**

2015/2016 TEACHER SALARY SCHEDULE					
Years	BA	BA20	MA	MA30	MA60
35	65,727	68,665	71,605	72,706	73,441
30	64,556	67,494	70,434	71,535	72,270
25	63,380	66,318	69,258	70,359	71,094
20	62,205	65,143	68,083	69,184	69,919
15	61,034	63,972	66,912	68,013	68,748
14	59,870	62,808	65,748	66,849	67,584
13.5	59,870	62,808	65,748	66,849	67,584
13	59,870	62,808	65,748	66,849	67,584
12.5	59,870	61,523	64,279	65,196	65,930
12	59,870	60,238	62,808	63,543	64,279
11.5	58,401	58,952	61,523	62,258	62,992
11	56,931	57,667	60,238	60,972	61,707
10.5	55,646	56,380	58,952	59,687	60,421
10	54,360	55,095	57,667	58,401	59,136
9.5	53,075	53,810	56,380	57,116	57,850
9	51,790	52,524	55,095	55,830	56,565
8.5	50,688	51,422	53,810	54,544	55,280
8	49,586	50,321	52,524	53,259	53,993
7.5	48,484	49,218	51,239	51,973	52,708
7	47,382	48,117	49,953	50,688	51,422
6.5	46,280	47,015	48,852	49,586	50,321
6	45,179	45,914	47,750	48,484	49,218
5.5	44,260	44,994	46,647	47,382	48,117
5	43,343	44,076	45,545	46,280	47,015
4.5	42,424	43,158	44,628	45,362	46,096
4	41,504	42,240	43,709	44,443	45,179
3.5	40,587	41,322	42,791	43,525	44,260
3	39,668	40,404	41,873	42,607	43,343
2.5	38,934	39,668	41,138	41,873	42,607
2	38,200	38,934	40,404	41,138	41,873
1.5	37,466	38,200	39,668	40,404	41,138
1	36,730	37,466	38,934	39,668	40,404
LONGEVITY					
YEARS			AMOUNT		
15-19			\$1,164		
20-24			\$2,335		
25-29			\$3,510		
30-34			\$4,686		
35+			\$5,857		
Hourly Rate			\$25.50		
For Doctorate add \$888					

TABLE II
SALARY SCHEDULE

2016/2017 TEACHER SALARY SCHEDULE					
Years	BA	BA20	MA	MA30	MA60
35	66,383	69,351	72,320	73,432	74,175
30	65,201	68,169	71,138	72,250	72,993
25	64,013	66,981	69,950	71,062	71,805
20	62,826	65,794	68,763	69,875	70,618
15	61,644	64,612	67,581	68,693	69,436
14	60,468	63,436	66,405	67,517	68,260
13.5	60,468	63,436	66,405	67,517	68,260
13	60,468	63,436	66,405	67,517	68,260
12.5	60,468	62,138	64,922	65,848	66,590
12	60,468	60,841	63,436	64,178	64,922
11.5	58,985	59,542	62,138	62,881	63,622
11	57,501	58,244	60,841	61,582	62,324
10.5	56,203	56,944	59,542	60,284	61,025
10	54,904	55,646	58,244	58,985	59,727
9.5	53,606	54,348	56,944	57,687	58,428
9	52,308	53,049	55,646	56,388	57,131
8.5	51,195	51,936	54,348	55,090	55,833
8	50,082	50,824	53,049	53,792	54,533
7.5	48,968	49,711	51,752	52,493	53,235
7	47,856	48,598	50,453	51,195	51,936
6.5	46,743	47,485	49,340	50,082	50,824
6	45,630	46,373	48,227	48,968	49,711
5.5	44,703	45,444	47,114	47,856	48,598
5	43,776	44,517	46,001	46,743	47,485
4.5	42,848	43,589	45,074	45,816	46,557
4	41,919	42,663	44,146	44,887	45,630
3.5	40,993	41,735	43,219	43,960	44,703
3	40,065	40,808	42,292	43,033	43,776
2.5	39,324	40,065	41,549	42,292	43,033
2	38,582	39,324	40,808	41,549	42,292
1.5	37,840	38,582	40,065	40,808	41,549
1	37,097	37,840	39,324	40,065	40,808
LONGEVITY					
YEARS			AMOUNT		
15-19			\$1,176		
20-24			\$2,358		
25-29			\$3,545		
30-34			\$4,733		
35+			\$5,915		
Hourly Rate			\$25.76		
For Doctorate add \$897					

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
Math Department Chair	5.0
English Department Chair	5.0
Science Department Chair	5.0
Social Studies Chair	5.0
World Language Chair	5.0
Electives Department Chair	5.0
National Honor Society Advisor	5.0

MHS School Improvement Chair	5.0
Bilingual Coordinator	5.0
Student Council Advisor (Middle School)	5.0

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

2015-2016 Base: \$27,547.50 (Reduced by 25% of \$36,730)

2016-2017 Base: \$27,822.75 (Reduced by 25% of \$37,097)

*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

2015-2016 Base: \$27,547.50 (Reduced by 25% of \$36,730)

2016-2017 Base: \$27,822.75 (Reduced by 25% of \$37,097)

**TABLE IV
Longevity
2015-2016 – 2016-2017**

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	2015-2016	2016-2017
35 or more	\$5,857	\$5,915
30-34	\$4,686	\$4,733
25-29	\$3,510	\$3,545
20-24	\$2,335	\$2,358
15-19	\$1,164	\$1,176

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.

MUSKEGON PUBLIC SCHOOLS CALENDAR 2015-2016

Early Childhood Special Education

WEEK	DATES	MON	TUES	WED	THURS	FRI	AM	PM	PD	WORK DAYS
1	8/31-9/4	Building Meeting	PD Day	PD Day	PD Day	No School			2.5	3.5
		PD Day	Work in Classrooms		Optional					
2	9/7-9/11	Labor Day	Open House	Transition	Transition		1	1		5
3	9/14-9/18						4	4		5
4	9/21-9/25						4	4		5
5	9/28-10/2			PD Day			3	4	0.5	5
				PM Class						
6	10/5-10/9			Count Day			4	4		5
7	10/12-10/16						4	4		5
8	10/19-10/23					Records	4	4		5
9	10/26-10/30	Conference Week		Evening Conf	Aft/Eve Conf	PD Day	4	3	0.5	5
10	11/2-11/6						4	4		5
11	11/9-11/13				PD Day		3	4	0.5	5
					PM Class					
12	11/16-11/20					Parent Day	5	5		5
13	11/23-11/27			AM Comp	Thanksgiving Recess		2	2		5
				PM Comp						
14	11/30-12/4						4	4		5
15	12/7-12/11						4	4		5
16	12/14-12/18					No School	4	4		5
17	12/21-12/25	Christmas Break								1
	12/28-1/1									1
18	1/4-1/8						4	4		5
19	1/11-1/15						4	4		5
20	1/18-1/22	M.L. King Day					3	3		4
					1st Semester Totals		65	66	4	95

MUSKEGON PUBLIC SCHOOLS CALENDAR 2015-2016

Early Childhood Special Education

WEEK	DATES	MON	TUES	WED	THURS	FRI	AM	PM	PD	WORK DAYS	
21	1/25-1/29	AM Class Records	Planning PM Class				3	3		5	
22	2/1-2/5						4	4		5	
23	2/8-2/12			Count Day		Mid-Winter Break	4	4		4	
24	2/15-2/19	Mid-Winter Break					3	3		4	
25	2/22-2/26						4	4		5	
26	2/29-3/4					Parent Activity	5	5		5	
27	3/7-3/11						4	4		5	
28	3/14-3/18					PD Day	4	4	0.5	5	
29	3/21-3/25					Records Good Friday	4	4		5	
30	3/28-4/1	Conference Week		Evening Conf	Aft/Eve Conf	AM Comp PM Comp	4	3		4	
	4/4-4/8	SPRING BREAK									
31	4/11-4/15						4	4		5	
32	4/18-4/22						4	4		5	
33	4/25-4/28					Parent Activity	5	5		5	
34	5/2-5/6						4	4		5	
35	5/9-5/13						4	4		5	
36	5/16-5/20						4	4		5	
37	5/23-5/27					Hackley Day	4	4		5	
38	5/30-6/3	Memorial Day					3	3		5	
39	6/6-6/10				ECSE Picnic	Records Records	4	4		5	
					2nd Semester Totals		75	74	1	92	
					Year Totals		140	140	5	187	

MUSKEGON PUBLIC SCHOOLS CALENDAR 2015-1016

Early Childhood Special Education

WORK DAYS	187
INSTRUCTIONAL AM DAYS	140
INSTRUCTIONAL PM DAYS	140
Half Days	

TEACHER'S WORK DAY	8:25 am - 3:55pm (40 Min. Lunch)	6 hours 50 minutes (410 minutes)
INSTRUCTIONAL DAY	8:30 am - 3:45 pm (40 Min. Lunch)	6 hours 34 Minutes (394 Min.)
HALF DAYS A.M.	8:30 am - 11:45 am	3 hours 14 Minutes (194 Min.)

<i>days/yr</i>		<i>min/day</i>	<i>min/year</i>	<i>hrs/day</i>	<i>Total hrs</i>	<i>Total Instructional Hrs/State Data</i>	
140	=	394	55160	6.57	919.33	919.33	Total Full Days
140	=	194	27160	3.23	452.67	452.67	Total Half Days
						1372.00	Total Clock Hrs Report
							Total Instructional Hrs
							STATE REQUIREMENT
280			82320		1372.00	0.00	BALANCE

Muskegon Public Schools Calendar 2015-16

Elementary (K-6)

FIRST SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF DAYS	WORK DAYS	P. D. DAYS	
1	8/31-9/4	Building Meeting	PD Day	PD Day	PD Day	No School				3.5	2.5	
		PD Day	Work in Classrooms (10:00-3:50)		Optional							
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			PD Day			5	4	1	5	0.5	
6	10/5-10/9			Count Day			5	5		5		
7	10/12-10/16						5	5		5		
8	10/19-10/23		PD Day			Marking Period Records	5	3	2	5	0.5	
9	10/26-10/30	Parent	Teacher	Evening Conf	Conference Aft/Eve Conf	Week	5	4	1	5		
10	11/2-11/6						5	5		5		
11	11/9-11/13				PD Day		5	4	1	5	0.5	
12	11/16-11/20						5	5		5		
13	11/23-11/27			AM Comp PM Comp	Thanksgiving Recess		2	2		5		
14	11/30-12/4						5	5		5		
15	12/7-12/11						5	5		5		
16	12/14-12/18					No School	5	4	1	4.5		
17	12/21-12/25	Christmas Break									1	
	12/28-1/1									1		
18	1/4-1/8						5	5		5		
19	1/11-1/15						5	5		5		
20	1/18-1/22	M.L. King Day				Marking Period Records	4	3	1	4		
					1st Semester Totals		85	77	8	94.0	4.0	

Muskegon Public Schools Calendar 2015-2016

Elementary (K-6)

SECOND SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF DAYS	WORK DAYS	P. D. DAYS
21	1/25-1/29	Records	PD Day				5	3	2	5	0.5
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	2/29-3/4						5	5		5	
27	3/7-3/11						5	5		5	
28	3/14-3/18			PD Day			5	4	1	5	0.5
29	3/21-3/25					Marking Period	5	3	2	5	
30	3/28-4/1	Parent	Teacher		Conf Week	AM Comp	4	3	1	5	
				Evening Conf	Aft/Eve Conf	PM Comp					
	4/4-4/8	SPRING BREAK									
31	4/11-4/15						5	5		5	
32	4/18-4/22						5	5		5	
33	4/25-4/28						5	5		5	
34	5/2-5/6						5	5		5	
35	5/9-5/13						5	5		5	
36	5/16-5/20						5	5		5	
37	5/23-5/27					Hackley Day	5	4	1	5	
38	5/30-6/3	Memorial Day					4	4		5	
39	6/6-6/10				Classes	Classes	5	3	2	5.0	
					Records	Records					
2nd Semester Totals							91	82	9	93.0	1.0
Year Totals							176	159	17	187.0	5.0

Muskegon Public Schools Calendar 2015-16

Elementary (K-6)

TOTALS FOR YEAR

WORK DAYS	187.0
INSTRUCTIONAL DAYS	176
FULL DAYS	159
Half Days	17
PD Days (Not included in Instructional Days)	5

ELEMENTARY SCHOOL DAY (K-6)

	TEACHER'S WORK DAY	8:25 am - 3:55 pm (40 Min. Lunch)	6 hours 50 minutes (410 min.)
	INSTRUCTIONAL DAY	8:30 am - 3:45 pm (40 Min. Lunch+ 1 min Pass)	6 hours 34 Minutes (394 Min.)
	HALF DAYS A.M.	8:30 am - 11:45 am	3 hours 15 Minutes (195 Min.)

TOTAL INSTRUCTIONAL HOURS (CLOCK HOURS)

Description	days/yr	=	min/day	min/year	hrs/day	Total hrs	Total Instructional Hours/State Data
Full Days	159	=	394	62646	6.57	1044.10	1044.10
AM Days	17	=	195	3315	3.25	55.25	55.25
						1099.35	Total Clock Hours Reporting
						1099.35	TOTAL Instructional Hours
						1098.00	STATE REQUIREMENT
	176			65961		1099.3500	1.35
							BALANCE

Muskegon Public Schools Calendar 2015-16

Middle School (7-8)

FIRST SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF DAYS	WORK DAYS	P. D. DAYS	
1	8/31-9/4	Building Meeting	PD Day	PD Day	PD Day	No School				3.5	2.5	
		PD Day		Work in Classrooms (10:00-2:50)	Optional							
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			Classes			5	4	1	5	0.5	
				PD Day								
6	10/5-10/9			Count Day			5	5		5		
7	10/12-10/16						5	5		5		
8	10/19-10/23	Parent	Teacher		Conference	Week	5	5		5		
				Evening Conf	Evening Conf							
9	10/26-10/30		PD Day				5	4	1	5	0.5	
10	11/2-11/6					End of 1st Marking period	5	5		5		
11	11/9-11/13				PD Day		5	4	1	5	0.5	
12	11/16-11/20						5	5		5		
13	11/23-11/27			AM Comp	Thanksgiving Recess		2	2		5		
				PM Comp								
14	11/30-12/4						5	5		5		
15	12/7-12/11						5	5		5		
16	12/14-12/18					No School	5	4	1	4.5		
17	12/21-12/25	Christmas Break									1	
	12/28-1/1										1	
18	1/4-1/8						5	5		5		
19	1/11-1/15						5	5		5		
20	1/18-1/22	M.L. King Day				End of 1st Semester	4	3	1	4		
						Records						
1st Semester Totals							85	79	6	94.0	4.0	

Muskegon Public Schools Calendar 2015-16

Middle School (7-8)

SECOND SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF DAYS	WORK DAYS	P. D. DAYS	
21	1/25-1/29	Records	PD Day				4	3	1	5	0.5	
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		4		
26	2/29-3/4						5	5		5		
27	3/7-3/11						5	5		5		
28	3/14-3/18			PD Day			5	4	1	5	0.5	
29	3/21-3/25	Parent	Teacher		Conference		5	4	1	5		
				Evening Conf	Evening Conf	Good Friday						
30	3/28-4/1				End of 3rd Marking Period	AM Comp	4	4		5		
						PM Comp						
	4/4-4/8	SPRING BREAK										
31	4/11-4/15						5	5		5		
32	4/18-4/22						5	5		5		
33	4/25-4/28						5	5		5		
34	5/2-5/6						5	5		5		
35	5/9-5/13						5	5		5		
36	5/16-5/20						5	5		5		
37	5/23-5/27					Hackley Day	5	4	1	5		
38	5/30-6/3	Memorial Day					4	4		5		
39	6/6-6/10				Exams	Exams	5	3	2	5		
					Records	Records						
					2nd Semester Totals		90	84	6	92.0	1.0	
					Year Totals		175	163	12	186.0	5.0	

Muskegon Public Schools Calendar 2015-2016

Middle School (7-8)

TOTALS FOR YEAR

WORK DAYS	186.0
INSTRUCTIONAL DAYS	175
FULL DAYS	163
Half Days	12
PD Days (Not included in Instructional Days)	5

MIDDLE SCHOOL DAY (GRADES 7-8)

TEACHER'S WORK DAY	7:40 am - 2:55 pm (30 Min. Lunch)	6 hours 44 minutes (405 Min.)
INSTRUCTIONAL DAY	7:45 am - 2:45 pm (30 Min. Lunch+1 min passing)	6 hours 29 Minutes (389 Min.)
HALF DAYS A.M.	7:45 am - 11:15 am	3 hours 30 minutes (210 Min.)

TOTAL INSTRUCTIONAL HOURS (CLOCK HOURS)

	<i>days/yr</i>		<i>min/day</i>	<i>min/year</i>	<i>hrs/day</i>	<i>Total hrs</i>	Total Instructional Hrs/State Data	
Full Days	163	=	389	63407	6.5	1056.8	1056.78	Total Full Days
AM Days	12	=	210	2520	3.5	42.00	42.00	Total Half Days
		=						
		=				0.00	1098.78	Total Clock reporting
		=				0.00		
		=				0.00	1098.00	State Requirement
	175			65927		1098.8	0.8	BALANCE

Muskegon Public Schools Calendar 2015-16

High School/MCEC (9-12)

FIRST SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF DAYS	WORK DAYS	P. D. DAYS	
1	8/31-9/4	Building Meeting	PD Day	PD Day	PD Day	No School				3.5	2.5	
		PD Day		Work in Classrooms (10:00-2:50)	Optional							
2	9/7-9/11	Labor Day	Classes				4	3	1	5		
			Planning									
3	9/14-9/18.						5	5		5		
4	9/21-9/25						5	5		5		
5	9/28-10/2			PD Day			5	4	1	5	0.5	
6	10/5-10/9			Count Day			5	5		5		
7	10/12-10/16						5	5		5		
8	10/19-10/23						5	5		5		
9	10/26-10/30		Classes				5	4	1	5	0.5	
			PD Day									
10	11/2-11/6	Parent	Teacher	Conference	Week		5	5		5		
				Evening Conf	Evening Conf							
11	11/9-11/13				PD Day		5	4	1	5	0.5	
12	11/16-11/20						5	5		5		
13	11/23-11/27			AM Comp	Thanksgiving Recess		2	2		5		
				PM Comp								
14	11/30-12/4						5	5		5		
15	12/7-12/11						5	5		5		
16	12/14-12/18					No School	5	4	1	4.5		
17	12/21-12/25	Christmas Break									1	
	12/28-1/1										1	
18	1/4-1/8						5	5		5		
19	1/11-1/15						5	5		5		
20	1/18-1/22	M.L. King Day			Exams	Exams	4	2	2	4		
					Records	Records						
					1st Semester Totals		85	78	7	94.0	4.0	

Muskegon Public Schools Calendar 2015-2016

High School/MCEC (9-12)

SECOND SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF DAYS	WORK DAYS	P. D. DAYS	
21	1/25-1/29	Records	PD Day				4	3	1	5	0.5	
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	2/29-3/4						5	5		5		
27	3/7-3/11						5	5		5		
28	3/14-3/18	Parent	Teacher	Conference PD Day	Week Evening Conf		5	4	1	5	0.5	
29	3/21-3/25					Good Friday	5	4	1	5		
30	3/28-4/1					AM Comp PM Comp	4	4		5		
	4/4-4/8	SPRING BREAK										
31	4/11-4/15						5	5		5		
32	4/18-4/22						5	5		5		
33	4/25-4/28						5	5		5		
34	5/2-5/6						5	5		5		
35	5/9-5/13						5	5		5		
36	5/16-5/20						5	5		5		
37	5/23-5/27					Hackley Day	5	4	1	5		
38	5/30-6/3	Memorial Day					4	4		5		
39	6/6-6/10				Exams Records	Exams Records	5	3	2	5.0		
					2nd Semester Totals		90	84	6	93.0	1.0	
					Year Totals		175	162	13	187.0	5.0	

Muskegon Public Schools Calendar 2015-2016

High School/MCEC (9-12)

TOTALS FOR YEAR

WORK DAYS	187.0
INSTRUCTIONAL DAYS	175
FULL DAYS	162
Half Days	13
PD Days (Not included in Instructional Days)	5

HIGH SCHOOL DAY (GRADES 9-12)

MHS TEACHER'S WORK DAY	7:40 am - 2:56 pm (30 Min. Lunch)	6 hours 46 minutes (406 Min.)
MHS INSTRUCTIONAL DAY	7:45 am - 2:46 pm (30 Min. Lunch + 1 min passing)	6 hours 30 Minutes (390 Min.)
MHS HALF DAYS A.M.	7:45 am - 11:15 am	3 hours 30 minutes (210 Min.)
MCEC TEACHER'S WORK DAY	8:10 am - 3:30 pm (30 min Lunch)	6 hours 50 minutes (410 Min.)
MCEC INSTRUCTIONAL WORK DAY	8:15 am - 3:20 pm (30 min Lunch + 1 min passing)	6 hours 34 minutes (394 Min.)
MCEC HALF DAYS AM	8:15 am - 11:20 am	3 hours 5 minutes (185 Min.)

TOTAL INSTRUCTIONAL HOURS (CLOCK HOURS)

MHS

Description	days/yr	=	min/day	min/year	hrs/day	Total hrs	Total Instructional Hrs/State Data
Full Days	162	=	390	63180	6.50	1053.00	1053.00 Total Full Days
AM Days	13	=	210	2730	3.50	45.50	45.50 Total Half Days
						1098.50	Total Clock Hrs Reporting
						1098.50	TOTAL Instructional Hrs
						1098.00	STATE REQUIREMENT
	175			65910		1098.50	0.50 BALANCE

MCEC

Description	days/yr	=	min/day	min/year	hrs/day	Total hrs	Total Instructional Hrs/State Data
Full Days	162	=	394	63828	6.57	1063.80	1063.80 Total Full Days
AM Days	13	=	185	2405	3.08	40.08	40.08 Total Half Days
						1103.88	Total Clock Hrs Reporting
						1103.88	TOTAL Instructional Hrs
						1098.00	STATE REQUIREMENT
	175			66233		1103.88	5.8833 BALANCE



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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 2015/2016 school year.

This Letter of Agreement is not precedent setting.

Current teachers who are assigned in the Great Start Readiness Pre-School (GSRP) Program who have surpassed the fifth step of the salary schedule shall be permitted to remain in their position for the 2015/2016 school year without suffering a financial penalty provided they meet and or adhere to the following criteria:

- Are eligible for full retirement under MPSERS
- Submit a letter of their intent to retire on June 30, 2016 to the office of Human Resources.
- The letter of retirement must be submitted by May 31, 2015 and is irrevocable.

FOR THE MCTEA:

Bridget Fox

Professional Negotiations Chair

Date: 5.13.15

FOR THE BOARD:

Betty Savage
Betty Savage

Assistant Superintendent for Human Resources

Date: 5/7/15

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 49440 (231) 720-2000



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LETTER OF AGREEMENT
between the
THE MUSKEGON BOARD OF EDUCATION,
and the
MUSKEGON CITY TEACHERS' EDUCATION ASSOCIATION, MEA/NEA

1. This Letter of Agreement shall be in effect for the 2014/15 – 2016/17 school years only.
2. The Muskegon City Teachers' Education Association understands the need to modify the collective bargaining agreement in order to proceed with the Transformation Redesign Plan.
3. The Muskegon City Teachers' Education Association agrees to the following terms in order to address the Transformation Redesign Plan submitted to the Michigan Department of Education:
 - a. Scheduled workday at Nelson on Wednesday for those subject areas affected will be extended for one (1) hour and those teachers will be compensated at the rate of five-hundred (\$500) dollars per semester, with the option to end participation at each semester beginning in the fall of 2015.
 - b. Any additional required Professional Development in two (2) hour blocks will be compensated at the rate of fifty (\$50) will begin second (2nd) semester.
4. The Muskegon City Teachers' Association agrees that if further modifications are needed a formal negotiation process will be established with the District in order to address the issue.
5. This letter of agreement shall not constitute precedent and shall not constitute a waiver of the Association's rights under the law and the collective bargaining agreement.
6. All other provisions of the collective bargaining agreement shall remain in full force and effect until a successor agreement is reached.

FOR THE MCTEA:

Bridget Fox

Professional Negotiations Chair

Date: 11.20.14

FOR THE BOARD:

Betsy Swartz

Assistant Superintendent for Human Resources

Date: November 18, 2014

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 49440 (231) 720-2000

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

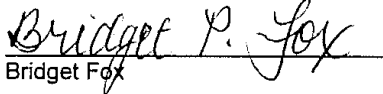
This Letter of Agreement shall be in effect for the 2015/2016 school year.

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

Due to trainer availability on September 1, 2015, teachers at Nelson Elementary School will adhere to the following schedule:

- 8:30 a.m. – 2:15 p.m. – Work in the classrooms
- 2:15 p.m. – 3:45 p.m. – Attend Professional Learning Communities (PLC) Roll-out

FOR THE MCTEA:


Bridget Fox

Professional Negotiations Chairperson

Date: 8.31.15

FOR THE BOARD:


Betty Savage

Assistant Superintendent for Human Resources

Date: 8.31.2015