

**AGREEMENT**  
**BETWEEN THE**  
**MUSKEGON BOARD OF EDUCATION**  
**AND THE**  
**MUSKEGON CLERKS-CLASSROOM ASSISTANT**  
**ASSOCIATION, MEA-NEA**



**July 1, 2018 -- June 30, 2021**



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AGREEMENT BETWEEN CLERICAL-CLASSROOM ASSISTANT ASSOCIATION  
AND THE MUSKEGON BOARD OF EDUCATION

Preamble

This Agreement is entered into by and between the Board of Education of the Public Schools of the City of Muskegon, Muskegon County, Michigan, hereinafter called the "Board", and the Michigan Education Association (MEA) and its local affiliate the Clerical-Classroom Assistant Association of the Muskegon Public Schools, hereinafter called the "Association".

WHEREAS, the Board has a statutory obligation to bargain with the Association with respect to hours, wages, terms and conditions of employment, and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I  
Recognition

- 1.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all full and part-time secretaries, para educators, but excluding the executive secretaries to the Superintendent and other Central Office staff.
- 1.2 The term "employee", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above.

ARTICLE II  
Management Rights

- 2.1 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."

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 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 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.
- D. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of staff with respect thereto, the terms and conditions of employment.
- 2.2 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 III  
Probationary Period and Evaluation

- 3.1 Upon initial employment, each employee in a bargaining unit position shall be placed on probation for a period of fifty (50) working days. If, at the end of this period, his/her work is satisfactory, he/she shall be considered to be a regular employee and seniority shall date from the first date of work.
- 3.2 All employees will be formally evaluated at least once every three years and within ninety (90) working days of a change in classification according to criteria which has been developed jointly by the Association and the Board (see Appendix IV).

The evaluation process shall include the right of an optional self-evaluation by the employee. In the case of para educators, the evaluation shall include input from the supervising teacher. All evaluations shall be the responsibility of and signed by the immediate administrative supervisor.

All employees shall be previously advised of the criteria to be used in their evaluations.

ARTICLE IV  
Classifications

- 4.1 Clerical Classifications – See Appendix I for positions in each of these classifications.

Secretary C

Secretary or specialized type of clerical service requiring a higher level of responsibility for a specific job. Must be able to type at a minimum of forty-five (45) net words per minute with no more than five (5) errors.\* In addition to the above, the employee must pass Data Entry II and, for certain positions, have skills in basic bookkeeping, accounting and management of accounts. A minimum of an Associate's Degree is preferred.

Secretary D

The duties of these positions are essentially similar to those outlined for lower classified secretarial/clerical positions, differing in terms of scope of activity, discretion, responsibility, and utilization of independent judgment. These positions will require advanced computer skills and Data Entry III. A minimum of an Associate's Degree is preferred.

\*Some "C" and "D" positions may not require this level of typing or data base applications; however, the positions may require technical skills which will appear on the job posting.

- 4.2 Classroom Assistant Classifications – See Appendix I for positions in each of these classifications.

Para Educator

A Para Educator must be able to do many student-centered activities to ensure that they are making reasonable progress within the education environment. They include, but are not limited to:

- Toileting Students
  - Recognizing when a student is wet/soiled and changing a diaper and/or clothing successfully
  - Recognizing when a student needs to go to the bathroom and assisting according to the access plan of that student
  - Catheterizing a student on a schedule
  - Following a Potty Training Plan
- Taking data and recording it
  - Behavior data: able to recognize the behaviors being recorded, often from across the room, and record them along with the antecedent, setting and consequence
  - Frequency data: noting and marking the frequency of a behavior in an hour, often from across the room
  - Billing Medicaid recommended daily
  - Yes/No data: recognizing and noting if a targeted behavior/action occurred within a specified time frame, often from a distance

- Feeding
    - Managing a g-tube and its timed feedings
    - Assisting a student with food tray, managing wrappers, etc.
    - Spoon feeding a child
    - Counting carbs and logging it in a medical log
  - Providing test accommodations to a student, such as, but not limited to:
    - Reading a passage out loud
    - Providing an extended amount of time
    - Reading a test and marking answers that are dictated
    - Scribing a writing assignment
    - Timed breaks from a classroom
  - Physical Interventions
    - Hand over hand assistance in the hallway to move from one place to another based on a student's mobility need.
    - Pushing a wheelchair through a crowded hallway
    - Helping a student into and out of a stander
    - Lifting
    - Evacuating a student who uses a wheelchair for mobility from a building during a drill
      - Evacuchair management
    - Helping with clothing management to avoid sores from wrinkled clothing, etc., for students who cannot feel due to paralysis
    - Working with classroom teacher/case manager to assist in managing assistive technology for students who have a written AT plan.
  - Key Identified Personnel
    - Must be physically able to obtain and maintain certifications in order to be a Key Identified Personnel for compliance with Seclusion/Restraint Law
    - Managing student behavior according to a Positive Behavior Support Plan and/or Emergency Intervention Plan
      - Recognizing the setting event, antecedents and/or escalating behaviors and intervening according to plan
      - Managing consequences of a student exhibiting a target, replacement or goal behavior
      - Managing the behaviors on an EIP plan in order that the student and/or other students/staff in the room are safe (including self). These behaviors include, but are not limited to:
        - Running, in or out of the building--must be able to make chase and contain the child safely
        - Hitting
        - Spitting
        - Biting
        - Self-injurious behaviors
  - Other student-driven tasks
    - Learning and creating Braille documents
    - Managing student equipment
    - Assisting students with Activities of Daily Living
    - Supporting students with mobility
    - Medical Equipment management
    - Intervention for seizure disorder
    - Health related functions
- 4.3 A standing committee of three (3) Association members (appointed by the Association Executive Board), and three (3) members of the Administration will review re-classification requests on an annual basis. Criteria for classification upgrading is as follows:

General Criteria for setting classification shall consist of:

1. Responsibility
2. Skill Level Requirements

Specific Criteria:

1. Responsibility will include such things as:

- a) Degree or level of decision-making
  - (1) Independence
  - (2) Problem solving
- b) Authority
  - (1) Monitoring
  - (2) Organizing or initiating work

2. Skill Level Requirements include, but are not limited to such skills as listed in the contract in Article III - Classifications

- A. The committee shall meet and conduct reclassification hearings no later than May 30.
  - B. Request for reclassification from either an employee or from the administration is to be sent to both Human Resources and the Association president by March 30th of each year. The request can include written documentation and/or statements from the employee's supervisor.
  - C. At the reclassification hearing, the person making the request shall meet with the committee to explain the request. If the employee's supervisor has made a written statement supportive of the request, his/her statement will address the changes as they pertain to the criteria.
  - D. At the conclusion of the hearing, the committee will deliberate and make its determination.
  - E. Reclassification will be effective on July 1 following the reclassification.
- 4.4 Specific job descriptions shall be established by the Board. Prior to publication the Association shall be given the opportunity to review and comment. Copies shall be on file in the Human Resources Office. A copy of the current complete job description shall be attached to each position posted under the provisions of Article IX, 9.2.

ARTICLE V  
Compensation

- 5.1 The following salary schedule is based on fifty-two (52) weeks employment. The schedule salary paid shall be computed as follows:
- A. Employee's hourly rates found in the salary schedule.
  - B. Employee's yearly salary to be computed as follows:

(Number of days worked per year including granted holidays plus number of vacation days) times (hours worked per day) times (hourly rates)

- 5.2 Longevity  
Longevity pay, recognized for service to the District, is approved for all employees and is payable on the anniversary date of employment after completion of the years of service as follows:

	<u>2018/2019</u>
After 34 or more years of service (35+)	\$4,715
After 29 years of service (30-34)	\$3,775
After 24 years of service (25-29)	\$2,831
After 19 years of service (20-24)	\$1,884
After 13 years of service (14-19)	\$ 946

Longevity begins following the 13<sup>th</sup> Anniversary year.

2018/2019

The salary schedule for the 2018/2019 school year will have a 1.25% wage increase, salary and longevity steps will be granted. A \$500 off-schedule payment will be paid to members the 1<sup>st</sup> pay on November 2018.



2019/2020

The salary schedule for the 2019/2020 school year will have a 2% wage increase, salary and longevity steps will be granted. A \$300 off-schedule payment will be paid to members the 1<sup>st</sup> pay on November 2019.

2020/2021

The salary schedule for the 2020/2021 school year will have a 2% wage increase, salary and longevity steps will be granted. A \$300 off-schedule payment will be paid to members the 1<sup>st</sup> pay on November 2020.

Each employee who qualifies for longevity shall receive the full longevity amount, except that any employee who separates from the District prior to reaching his/her anniversary date shall receive a pro-rata longevity payment. Longevity pay is to be paid on the first full pay period in the month of the anniversary date of employment.

Any employee who is compensated for at least (1020) one thousand twenty hours per anniversary year shall be credited with one (1) year of service. Employees who are compensated for more than five hundred & ten (510) hours, but less than one thousand twenty (1020) hours per anniversary year shall be credited with one half (1/2) year of service.

5.3 Wage Steps

Any employee who is compensated for at least one thousand twenty (1020) hours per fiscal year (July 1 - June 30) shall be entitled to one (1) step on the salary schedule on July 1 of the subsequent fiscal year. Any employee who is compensated for more than 510 hours but less than 1020 hours per fiscal year shall be entitled to one - half (1/2) step.

5.4 No new employee shall be allowed more than five (5) years' experience credit for work outside the District.

5.5 Secretaries working in buildings with principals who are scheduled in the buildings half time or less shall receive an additional stipend of 5% of the base rate in their classification.

5.6 Clerical Wage Schedules and Classroom Assistant Wage Schedules are listed on the following pages.


<b>18-19 Clerical WAGE SCHEDULES</b>		
<b>Steps</b>	<b>Secretary C</b>	<b>Secretary D</b>
1	11.27	12.15
1.5	11.50	12.46
2	11.77	12.74
2.5	12.03	13.05
3	12.26	13.35
3.5	12.58	13.65
4	12.85	13.96
4.5	13.13	14.27
5	13.41	14.53
5.5	13.72	14.84
6	14.04	15.12
6.5	14.34	15.41
7	14.64	15.68
7.5	14.99	16.06
8	15.32	16.44
8.5	15.68	16.80
9	16.03	17.13
9.5	16.43	17.46
10	16.82	17.79
10.5	17.17	18.14
11	17.51	18.52
11.5	17.84	18.89
12+	18.20	19.28
<b>YEARS</b>		
Longevity after 34 Years (35+)		\$4,715
Longevity after 29 Years (30-34)		\$3,775
Longevity after 24 Years (25-29)		\$2,831
Longevity after 19 Years (20-24)		\$1,884
Longevity after 13 Years (14-19)		\$947
In 2018/19, a \$500 off-schedule payment will be paid to members the 1st pay of November 2018.		

**18-19 Classroom Assistant (CA)  
WAGE SCHEDULE**

<b>Steps</b>	<b>Para Educator</b>
1	10.75
1.5	11.02
2	11.27
2.5	11.56
3	11.84
3.5	12.07
4	12.30
4.5	12.60
5	12.88
5.5	13.15
6	13.42
6.5	13.70
7	13.98
7.5	14.30
8	14.61
8.5	14.94
9	15.25
9.5	15.56
10	15.90
10.5	16.23
11	16.54
11.5	16.88
12+	17.18
<b>YEARS</b>	
Longevity after 34 Years (35+)	\$4,715
Longevity after 29 Years (30-34)	\$3,775
Longevity after 24 Years (25-29)	\$2,831
Longevity after 19 Years (20-24)	\$1,884
Longevity after 13 Years (14-19)	\$947
In 2018/19, a \$500 off-schedule payment will be paid to members the 1st pay of November 2018.	

<b>19-20 Clerical WAGE SCHEDULES</b>		
<b>Steps</b>	<b>Secretary C</b>	<b>Secretary D</b>
1	11.49	12.39
1.5	11.73	12.71
2	12.00	12.99
2.5	12.27	13.31
3	12.51	13.62
3.5	12.83	13.92
4	13.11	14.24
4.5	13.39	14.55
5	13.67	14.82
5.5	13.99	15.14
6	14.32	15.42
6.5	14.62	15.72
7	14.93	16.00
7.5	15.28	16.38
8	15.63	16.77
8.5	16.00	17.13
9	16.35	17.47
9.5	16.76	17.80
10	17.15	18.15
10.5	17.52	18.51
11	17.86	18.89
11.5	18.20	19.27
12+	18.57	19.66
<b>YEARS</b>		<b>Amount</b>
Longevity after 34 Years (35+)		\$4,810
Longevity after 29 Years (30-34)		\$3,850
Longevity after 24 Years (25-29)		\$2,888
Longevity after 19 Years (20-24)		\$1,922
Longevity after 13 Years (14-19)		\$966
In 2019/20, a \$300 off-schedule payment will be paid to members the 1st pay of November 2019.		

<b>19-20 Classroom Assistant (CA) WAGE SCHEDULE</b>	
<b>Steps</b>	<b>Para Educator</b>
1	10.97
1.5	11.24
2	11.49
2.5	11.79
3	12.07
3.5	12.31
4	12.55
4.5	12.85
5	13.14
5.5	13.42
6	13.68
6.5	13.97
7	14.26
7.5	14.58
8	14.90
8.5	15.24
9	15.55
9.5	15.87
10	16.21
10.5	16.55
11	16.88
11.5	17.22
12+	17.53
<b>YEARS</b>	
Longevity after 34 Years (35+)	\$4,810
Longevity after 29 Years (30-34)	\$3,850
Longevity after 24 Years (25-29)	\$2,888
Longevity after 19 Years (20-24)	\$1,922
Longevity after 13 Years (14-19)	\$966
In 2019/20, a \$300 off-schedule payment will be paid to members the 1st pay of November 2019.	

 <b>20-21 Clerical WAGE SCHEDULES</b>		
<b>Steps</b>	<b>Secretary C</b>	<b>Secretary D</b>
1	11.72	12.64
1.5	11.97	12.97
2	12.24	13.25
2.5	12.51	13.58
3	12.76	13.89
3.5	13.08	14.20
4	13.37	14.53
4.5	13.66	14.84
5	13.95	15.12
5.5	14.27	15.44
6	14.61	15.73
6.5	14.92	16.03
7	15.23	16.32
7.5	15.59	16.71
8	15.94	17.11
8.5	16.32	17.48
9	16.68	17.82
9.5	17.10	18.16
10	17.50	18.51
10.5	17.87	18.88
11	18.21	19.27
11.5	18.56	19.66
12+	18.94	20.06
<b>YEARS</b>		<b>Amount</b>
Longevity after 34 Years (35+)		\$4,906
Longevity after 29 Years (30-34)		\$3,927
Longevity after 24 Years (25-29)		\$2,945
Longevity after 19 Years (20-24)		\$1,960
Longevity after 13 Years (14-19)		\$985
<p>In 2020/21, a \$300 off-schedule payment will be paid to members the 1st pay of November 2020.</p>		

<b>20-21 Classroom Assistant (CA) WAGE SCHEDULE</b>	
<b>Steps</b>	<b>Para Educator</b>
1	11.19
1.5	11.46
2	11.72
2.5	12.03
3	12.31
3.5	12.56
4	12.80
4.5	13.10
5	13.40
5.5	13.68
6	13.96
6.5	14.25
7	14.55
7.5	14.87
8	15.20
8.5	15.55
9	15.86
9.5	16.19
10	16.54
10.5	16.89
11	17.21
11.5	17.56
12+	17.88
<b>YEARS</b>	
Longevity after 34 Years (35+)	\$4,906
Longevity after 29 Years (30-34)	\$3,927
Longevity after 24 Years (25-29)	\$2,945
Longevity after 19 Years (20-24)	\$1,960
Longevity after 13 Years (14-19)	\$985
In 2020/21, a \$300 off-schedule payment will be paid to members the 1st pay of November 2020.	

ARTICLE VI  
Insurance

6.1 Full Time Employees

The Board shall provide a health plan and pay the annual January statutory hard cap amount subject to PA 152 for health insurance effective the beginning of the school year. In addition, the Board shall pay the full cost of the dental and vision. The Employee will contribute 100% of the cost of the negotiated LTD program. Insurance is to be bid out and product to be mutually agreed upon.

Employees may elect, at their expense options which include any available non-taxable plan approved by the Board, such as survivor income insurance, dependent life insurance, short-term disability insurance, tax sheltered annuities, or any combination of available options.

6.2 The obligation of the Board to provide insurance or options to any employee shall terminate with the month in which the employee' services are terminated if the employee breaks the agreed upon employment relationship.

If the termination occurs at the end of the agreed upon employment relationship or the employee is terminated because of layoff, the employee shall receive a pro-rata portion of the twelve (12) month insurance year earned at the time of termination.

The insurance provided shall terminate with respect to any employee who ceases to be on the active employment rolls of the Board, except that individual cases may be subject to review by representatives of the Association and the Board.

6.3 Full-time employees, for the purposes of the Agreement, will be defined as all persons who are employed by the school district for thirty (30) or more hours per week. Such employees qualify for full benefits. Employees who do not qualify for full-time benefits, but who are employed twenty (20)-hours or more per week, shall be entitled to dental, life and vision benefits.

ARTICLE VII  
Seniority

7.1 Each employee shall accumulate and retain two (2) types of seniority. They are:

- A. District Seniority which is defined as the length of service of an employee with the District; and
- B. Group Seniority, which shall be defined as the length of service of an employee as a clerical employee or classroom assistant. There shall be two group seniority lists, one called Group Seniority – Secretaries, and one called Group Seniority – Para Educators. An employee who moves from one group to another shall retain his/her seniority in the original group and start to accumulate seniority for the new group.

7.2 Seniority will begin to accrue as of the first day of actual service in the district. Each employee that works his/her position's full contract year, no matter how many hours worked per day, shall be credited with one (1) year seniority credit. Employees who are hired during the year shall receive pro-rata seniority credit for that year. To be eligible for a full year seniority credit the contract year must call for a minimum of 150 days.

7.3 Seniority credit for time off the job shall be formulated follows:

Paid Leave (sick days, holidays, vacation, etc.) - seniority shall accrue.

Unpaid Leave due to Medical Disability or Military Leave -seniority shall accrue.

Other Unpaid Leave - seniority shall not accrue, however, such time shall not be considered a break in service. Seniority shall be frozen at the seniority level held at the time of the layoff.

Layoff - seniority shall not accrue, however, such time shall not be considered a break in service. Seniority shall be frozen at the seniority level held at the time of the leave.



Out of Bargaining Unit – Seniority for members leaving the bargaining unit for another position within the district shall be frozen for up to two (2) years. If returning to the bargaining unit to a vacant position with two (2) years, the employee will be placed on the seniority list at the level held at the time they left. If returning to the bargaining unit to a vacant position beyond two (2) years, the employee will be placed at the bottom of the seniority list as if new to the bargaining unit.

Any break in service, exclusive of approved leaves, from Muskegon Public Schools will nullify any seniority rights with the district and with the association.

- 7.4 When more than one employee has the same first day of actual service seniority ranking shall be determined by drawing numbers in the Human Resources Office with a Clerical-Classroom Assistant Association representative in attendance. The person drawing the number one (1) shall be the most senior among the tied employees, and so on, through the numbers.
- 7.5 All new employees shall, for the first fifty (50) working days of their employment be considered probationary employees. If retained after the fifty (50) working day probationary period, such employees shall be placed on the appropriate seniority list with seniority credited to the first day of actual service in the district.
- 7.6 No employee shall earn more than one year of seniority in one fiscal year.
- 7.7 The Board shall prepare and maintain, subject to examination and verification by the Association, the aforementioned seniority lists. Copies of such lists shall be provided to the Association each October 1st.
- 7.8 The president's and the grievance chairperson's seniority as defined in District Seniority and group Seniority (Article VII, 7.1, A. and B.) shall remain unchanged during their terms of office, however, for the purposes of layoff, reduction and/or displacement (as defined in Article VII), the president and the grievance chairperson shall be considered the most senior employees within the bargaining unit and shall be the last employees in their seniority group impacted by any layoffs, reductions and/or displacements. This "super seniority" for the president and the grievance chairperson shall not apply to any other seniority provision of the Master Agreement.

#### ARTICLE VIII Layoff and Recall

- 8.1 All layoffs and recalls shall be based on group seniority.
- 8.2 The Association shall immediately be notified by the Board when the specific position(s) to be eliminated or reduced have been identified. Such notification shall include the reasons for the action and, if known, the time schedule for implementation. Each employee being affected by the layoff or reduction shall be notified by the Board in writing within forty-eight (48) hours of the notification to the Association, and if possible, five (5) weeks' notice, but no less than two (2) weeks prior to the implementation of the layoff or reduction. In no instance shall the individual employee be notified of a layoff prior to notification to the Association.
- 8.3 When layoffs or reductions are required during the school year for Para Educators or for Secretaries at any time, the following procedure(s) shall be used:
- A. Positions vacant, due to retirement or resignation, and not scheduled for elimination plus all newly established positions shall be posted and filled first.
- B. Next, employees in specific positions to be eliminated or reduced shall be considered "displaced".
- 8.4 Displaced employees starting with "D" classification secretaries and the para educators, shall in seniority order select positions by the following procedure:
- A. The employee shall first take any available vacancy for which he/she is qualified within his/her wage classification and seniority group, or if not available:
- B. The employee shall have the option of:
1. displacing the least senior employee in his/her wage classification and seniority group. If any testing is necessary it shall be directly related to the responsibilities of the position. The Board shall notify the Association if any additional testing is required prior to administering such tests.

2. taking a vacancy in a lower wage classification in the same seniority group,
  3. if no vacancy exists in a lower wage classification, may displace least senior employee in a lower wage classification in same seniority group provided that the least senior employee in the lower wage classification has less seniority than the least senior employee in the displaced employee's wage classification, or
  4. the employee may accept the elimination as a layoff providing there are no vacancies.
  5. The employee must meet the qualifications of the position to be taken.
- C. A para educator displaced, under the provisions of 8.3 and 8.4, during the year may exercise his/her seniority, for the purpose of section 8.5, in either his/her previous program or his/her new program assignment. He/she shall notify the administration by May 1 of which program has been selected.
- D. Any employee unassigned after the implementation of the above procedures shall be notified of layoff.
- E. An employee scheduled to work fewer than thirty (30) hours per week at the time of layoff or reduction, may not displace an employee scheduled to work thirty (30) or more hours per week.
- 8.5 When layoffs or reductions among para educators are required for the next school year, the following procedure(s) shall be used:
- A. Positions vacant, due to retirement or resignation, and not scheduled for elimination plus all newly established positions and all positions that will be maintained from the current year shall be identified.
  - B. Next, para educators shall be assigned a specific position within their current program assignment. Programs are defined as follows:
    - General Education
    - LRE – Least Restrictive Environment
- In the case of insufficient positions within a program, the least senior para educator will not receive an assignment within their program and shall be considered "displaced". All para educators shall be notified of their assignment or displaced status before the end of the school year.
- C. All para educators will receive notification of the job selection meeting and a listing of the posted positions. The notification shall include a listing of all positions that will be available for selection at the meeting.
  - D. Displaced para educators shall attend the job selection meeting. All other para educators have the right to attend the meeting.
  - E. At the job selection meeting, employees shall select a position based on the following criteria:
    1. All employees shall make job selections by wage classification and in the order of seniority. Most senior employees shall select first.
    2. If an employee who has a position for the next school year selects a different position, the original position shall be placed on the selection list and employees may select that position by wage classification and seniority order.
    3. All selections will be tentative. Following the job selection meeting, officials of the Association and the Administration shall meet to review selections to assure that no selection excluded an employee being placed in a position. This meeting shall take place within three (3) workdays of the general meeting. Placements shall be finalized at this meeting and employees will be notified within three (3) workdays of their official placement.
  - F. Vacancies which occur after the job selection meeting shall be filled according to the provisions of Article IX.

- 8.6 Notice of recall will be made by telephone whenever possible and simultaneously by certified mail to the last address given to the Board by the employee. The employee shall be encouraged to respond in writing to the telephone call within forty-eight (48) hours. The employee shall respond in writing to the notice of recall within forty-eight (48) hours of the date the employee receives the certified letter.

If the employee fails to respond within forty-eight (48) hours from the receipt of the notice of recall, the employee will be deemed to have refused the position offered and will be removed from the recall list and terminated. Acceptance of a position that offers less time than the employee had at the time of layoff will not affect the employee's later recall rights to a position equivalent in time to the position held by the employee at the time of layoff except as modified by requirements in classification article.

If the employee responds within the forty-eight (48) hour period mentioned above and refuses a position, which offers less time per day or is in a lower wage classification than the employee had at the time of layoff, the employee's later recall rights shall not be affected.

- 8.7 In recalling employees from layoff, no employee will be terminated, lose recall rights or seniority, if the employee is at the time of recall working for another school district and the person provides the Superintendent or his/her designee a statement in writing indicating a desire to be left on the recall list. Rights of recall shall cease after ten (10) months from the date of initial recall in this instance or refusal of a second recall.
- 8.8 If an employee refuses a vacancy in a circumstance other than outlined in 8.7 above, the employee will be removed from the recall list and terminated. An employee who is ill can accept a recall even if unable at that point in time to return to work.

#### ARTICLE IX

#### Vacancies, Promotions and Changes of Assignments

- 9.1 A vacancy shall be defined as any new position or any position that is vacated, which the Board intends to fill with a permanent employee.
- 9.2 When a vacancy exists in any position in the bargaining unit, all employees shall be notified by a job posting sent to each building. Job posting will include job title, classification, program and/or building assignment, hours of work, length of work year and qualifications. A copy of the current, complete job description as defined in Article 4.4 shall be attached to each posting. All bids must be submitted to the Human Resources Office in writing.

Job Postings shall be posted electronically to all MCCA members, on the MPS website, and be posted at the buildings. No vacancy may be filled permanently from outside the bargaining unit until it has been posted for a minimum of five (5) working days and no bids are received from within the bargaining unit in accordance with the provisions of 9.3.

- 9.3 The following factors shall be considered in selecting employees for the filling of vacancies and/or granting promotions:
- A. Seniority in the same wage classification or in a higher wage classification shall be the first criteria. Laid-off employees who have accepted a lower wage classification in order to retain employment, shall continue to have priority for vacancies in the wage classification they held at the time of layoff.
  - B. Qualifications to meet responsibilities contained in the job description will be secondary criteria. If any testing/specialized training is necessary, it shall be related to the responsibilities of the position. Testing/specialized training required of any position shall be known to all employees through job descriptions and postings. The Board shall notify the Association if any additional testing/specialized training is required.
  - C. The work record of the employee will be third criteria.

Prior to awarding a position, the selected applicant and/or the responsible administrator may request a meeting with the Superintendent or his/her designee to discuss the position prior to the selected applicant deciding to accept appointment to the trial period defined in 9.9.

When exceptions to seniority are made by the Board, the Association is to be apprised of the Board's reasons. The Association reserves the right to grieve on the merits of the assignment through the grievance process.

- 9.4 If an internal applicant is to be selected for a vacancy, the selection will be made within ten (10) working days after the posting expires.
- 9.5 **Extended Leave**
- A. If an employee is on an extended leave medical or family leave for a period of up to, 6 months the position will be filled with a substitute. After 6 months, the job may be posted. Should the employee return prior to the expiration of one year, they will be able to return to their original position. The employee who fills the position of the employee on a leave of absence shall retain rights as specified in the layoff and recall article.
- B. If an employee is on an extended leave for any purpose other than medical, family illness, military or jury duty for a period of up to 6 months, the position will be filled with a substitute. After 6 months of unpaid leave or receipt of resignation whichever occurs first the job may be posted.
- 9.6 Temporary positions may be created by the Board occasionally to meet specific needs. Such positions shall not exceed three (3) months in duration. If the position extends beyond three (3) months, it will be posted as a vacancy.
- 9.7 During the summer months, when regular school is not in session, the following procedure will be followed:
- A. The District shall mail copies of all vacancies within the bargaining unit to those employees who make written requests for such postings. The employee shall furnish the District with the appropriate mailing address.
- B. Additionally, a copy of all vacancy postings shall be sent to the Association President, all Building Representatives and shall be prominently posted in all buildings in operation in which bargaining unit members work.
- 9.8 An employee who is assigned additional duties in writing by his/her administrative supervisor because of the absence of another employee for more than two (2) consecutive days, shall be paid beginning with the third day an additional eight (8) percent of his/her regular hourly wage for the specific time during which the employee is responsible for the additional assigned duties.
- 9.9 Employees moving to a different bargaining unit position shall be required to satisfactorily complete a forty (40) working day trial period before the new assignment shall be considered awarded. During the first three (3) working days of this trial period, the employee shall have the right to elect to return to his/her former job assignment without penalty and the former position will not be assigned until the fourth (4) work-day.
- Should an employee's performance prove to be unsatisfactory during the trial period, and providing the employee's previous work record was satisfactory, the employee may be returned to his/her previous position, if vacant, or any comparable position if an opening exists. If no vacancy exists the employee shall be laid off.
- An employee moving to a less than 52-week position in a school building, may request that the first three (3) working days of the trial period (as referred to above) be extended the number of working days required to provide three (3) working days when students are in attendance. This shall not apply to employees moving from their current position to a similar position in a different school building. (An example of this would be the First or Second Clerk from McLaughlin moving to First Clerk at Nims.)
- 9.10 Handbooks outlining the specific job tasks and procedures of each clerk and para educator position shall be available for review at the work site. Handbooks will be developed, as practical, by representatives of the Board and the Clerical/Classroom Assistant Association to explain such duties and procedures that are common throughout the district. More specific job tasks unique to the building or classroom will be developed by the employee and the supervisor. In the case of para educators, the classroom teacher should be involved in developing the handbook.

All handbooks shall be subject to review and approval by the Superintendent or his/her designee.

ARTICLE X  
Substitute Employees

- 10.1 A substitute employee, when available, shall be obtained whenever a regular secretary or para educator employee is absent from work and the employee requests a substitute in the usual manner. If the absence of the secretary or para educator causes any additional workload for another bargaining unit member, the supervisor shall be encouraged to request a substitute.

ARTICLE XI  
Employee Rights

- 11.1 Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every bargaining unit member has the right to freely 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 the color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board, the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment.
- 11.2 Nothing contained herein may be construed to deny or restrict any employee the rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employees in this Agreement are in addition to those provided by law.
- 11.3 The Board may not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to his/her hire, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, race, religion, color, national origin, or sex.
- 11.4 Upon request for an appointment an employee shall have the right in the presence of the Superintendent or his/her designee, to review the contents of his/her personnel file, excluding initial references and/or confidential material for the Board pertaining to said individual originating prior to initial employment, and to have an Association representative present at such review.
- 11.5 No evaluative material originating after initial employment shall be placed in an employee's personnel file until he/she has had an opportunity to review said material. The employee may submit a written notation, which shall be attached to the material in question.
- 11.6 If an employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content.
- 11.7 The employee shall have the right, upon request for an appointment, to review the contents of his/her personnel file. If, upon reviewing his/her files, an employee 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 employee if requested to do so.

ARTICLE XII  
Association Rights

- 12.1 Association requests for specific information and materials pertaining to the financial resources of the district or which are needed to process any grievance or complaint shall be honored by the Board provided such information and/or materials are readily available.
- 12.2 The Association has the right to use school building facilities at all reasonable hours for meetings. The Association also has the right to use school equipment at times when such equipment is not otherwise in use. The Association shall furnish or pay for the materials and supplies incidental to its operation.

- 12.3 All bargaining unit employees, including newly hired employees, when hired, shall be provided by the Board with a copy of this Agreement. In addition, the Association shall be provided with at least twenty-five (25) copies of this Agreement by the Board.
- 12.4 The Association shall be provided with a maximum of one-hundred fifty (150) hours of release time for the purpose of conducting Association business. Association officials granted such time shall suffer no loss of pay. Additional release time may be granted by the Superintendent or his/her designee. (Requests for such release time shall be made to the Superintendent or his/her designee by the Association President at least twenty-four (24) hours in advance. In cases of emergency, the time limit may be waived by the Superintendent or his/her designee.

Association time reimbursed to the District by the Muskegon Clerical/Classroom Assistant Association, the Michigan Education Association or the National Education Association shall not be deducted from the one hundred fifty hours provided above. It is also understood that the Board shall not contribute MPSERS credit for such absences, unless reimbursed by the Association or employee.

### ARTICLE XIII Working Hours and Conditions

- 13.1 Full-time employees are employees who are employed by the Board for a minimum of thirty (30) hours per week. Part-time employees are employees who work less than thirty (30) hours per week.
- 13.2 The normal work-week for a full-time employee shall be 30-40 hours per week. Normally, employee working hours shall be equally divided over a five (5) day work-week. In the case of forty (40) hour per week employees, the work-week shall normally consist of five, eight-hour days.

No group of employees in a given classification or seniority group will suffer a reduction in hours to avoid application of the layoff provisions of this Agreement.

- 13.3 Clerical Staff will generally be employed as per Appendix II-Clerical Work year. Other periods of employment may be allowed to serve particular needs of individual offices.

Specific needs will be reviewed annually.

- 13.4 Ordinarily the work year consists of 261 working days. From time to time, however, the calendar in certain years (leap year) includes one "extra" work-day. When that "extra" work-day occurs, compensatory time may be taken whenever agreed upon by the employee and the immediate administrative supervisor. However, employees shall not be required at any time to work without being paid for such work according to the wages set forth in this Agreement.
- 13.5 All work over forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of pay. All such overtime requests, however, must be submitted by the immediate administrative supervisor and have written approval in advance by the Superintendent or his/her designee.
- 13.6 Every reasonable effort shall be made to avoid situations whereby a secretary or para educator employee would be the only person on duty in a given building. Where possible, work schedules shall be coordinated so that, except in cases of emergency, an employee is not the only person on duty in a building. In situations where a secretary or para educator employee is alone in a building and has reason to be concerned for his/her safety, such employee may call their immediate administrative supervisor and request permission to leave that building. If the supervisor is not available, such request may be directed to Superintendent or his/her designee.

Notwithstanding the provisions above, newly hired clerical and/or para educator employees may, as a condition of employment, be assigned to a building where he/she is the only employee on duty. The above stated concern for personal safety also will apply to employees who are alone as a condition of employment.

There will be a designated administrator available at all times to handle issues regarding the safety of clerical and para educator employees.

- 13.7 Employees shall not be required to be responsible for the supervision of students who have been referred to the office for disciplinary reasons except for employees assigned such responsibilities as a condition of employment. When the building principal is absent from the building, he/she shall make every reasonable effort to provide for the supervision of such students in accordance with the terms of this Agreement.
- 13.8 Secretaries shall be allowed two (2) fifteen (15) minute duty free breaks per day. In those cases where there is only one clerk in a building, arrangements will be worked out with the building supervisor to insure equivalent break time per day.
- Para educators shall be granted two (2) fifteen (15) minute breaks per day. In lieu of an afternoon break, the para educator, with approval of the immediate administrative supervisor, may be allowed to leave fifteen (15) minutes earlier than the end of the normal working day.
- 13.9 Employees are entitled to a duty free lunch period. Any employee who is required to work during the normal lunch period shall be given an alternate lunch period, which is mutually agreeable to the employee and the immediate administrative supervisor. The length of the employee's lunch period will be established by mutual consent of the employee and supervisor.
- 13.10 Employees who are asked to use their personal automobile for school business, other than to attend meetings, shall be reimbursed for that usage at the allowable rate set by the Board. No employees shall be required to use their personal automobile for school business except as a condition of their employment for a particular position. No employees shall be asked to transport cargo, which may cause damage to their vehicle.
- 13.11 All employees housed in school buildings shall be allowed to leave at student dismissal or when busses pull out whichever is later, the day before holidays as defined in Article XV, except Good Friday and Hackley Day without loss of pay. On Good Friday and Hackley Day employees may leave at students' early dismissal or when busses pull out, whichever is later.
- When teachers work evenings, secretaries and para educators may be requested to work that evening. If the evening was worked, the employee shall leave on the compensation day at the students' early dismissal time or when the busses pull out, whichever is later. If the employee does not work the evening, the employee shall be allowed to leave at the students' normal afternoon dismissal time without loss of pay.
- 13.12 All employees shall be given one mid-winter break day with pay. It shall be scheduled during the time period for mid-winter break. Each employee shall express her preference for either a Friday or Monday break day with the concurrence of such schedule by the employee's direct supervisor.
- 13.13 A building administrator/designee is to have the responsibility for the control and supervision of the administration of medication in school during the school day. Methods to deal with dosages over fifteen per day including having someone else distribute medication in excess of fifteen dosages, having someone else cover clerical duties (answering the phone, duplicating materials, etc.) while the secretary continues to distribute medication in excess of fifteen dosages, or any combination of relief that is satisfactory to the employee and the administrator. Whenever an employee is required to dispense more than fifteen (15) total doses of medication per day, the employee and the administrator shall meet for the purpose of determining how to deal with the amount of medication to be dispensed. If the employee is not satisfied with the resolution, he/she may request a meeting with the Association and Superintendent or his/her designee to discuss the situation.
- In some cases an employee may be required to perform diagnostic procedures (i.e. urinalysis, blood/sugar analysis) nor shall an employee be required to dispense medication based on the results of such diagnostic procedures.
- 13.14 Secretaries will be responsible for establishing a CA-60 file for new or transferring students. Secretaries will be responsible for maintaining and generating district immunization and attendance records. It is understood that maintaining student CA-60 files is primarily the responsibility of the teacher/counselor. Maintaining CA-60 files is not the primary work responsibility of secretary or para educators. A secretary or para educator may be asked to assist with CA-60 files if it does not prevent the employee from carrying out his/her primary work responsibilities.
- 13.15 Late Starts- See Appendix II.... Report to work as per calendar. Some late starts you will be required to work to complete Medicaid billing.

ARTICLE XIV  
Vacations

14.1 Paid annual vacation shall be awarded on the following basis:

A. See Appendix III regarding clerical vacation

B. See Appendix III regarding para educators vacation

C. See Appendix III for Grandfathered Vacation pay for Para educators:

Grandfather: Current Para educators that are receiving vacation pay as of June 30, 2015, will continue to accumulate up to the 16 days as per this section. No additional employees will be granted these vacation days.

After 3 months – 8 years	7.00 days
After 8 years – 15 years	12.00 days
After 15 years	16.00 days

D. Para educators who work more than the regular school year shall have their Current year vacation days pro-rated based upon the vacation allotment chart in Article 13.1 and using the number of current year workdays for school year para educators as the pro-rata divisor. (Example: in a 186 work-day year, a 230 day para educator with three to eight years of experience would earn 8.5 days of vacation.  $230 \div 186 \times 7.00$  days of vacation = 8.5 days of vacation).

14.2 Vacation pay per day shall be equal to the number of hours the employee regularly works.

14.3 Vacation time may be taken as earned, but must be used no later than sixty (60) days after the end of the current fiscal year (or by September 1). No more than one-half (1/2) of the vacation days earned in a current fiscal (work) year may be taken before January 1. Unused vacation time may not be carried over beyond September 1 unless approved in writing by the Superintendent or his/her designee for specific and unusual cause.

Exceptions may be granted by the administrative supervisor with approval of the Superintendent or his/her designee.

14.4 Para educator Grandfathered employees working less than 220.5 days shall have their vacation pay folded into their yearly salary as follows:

$(\text{Number of days worked} + \text{number of paid holidays} + \text{number of vacation days}) \times (\text{hours per day}) \times (\text{hourly rate}) = \text{yearly salary}$

14.5 An employee who terminates employment in the course of the year will be entitled to an accumulated vacation benefit only if the employee has been employed by the Board for one (1) full year and has given at least two (2) weeks' notice for the termination of employment. Termination prior to the end of any given fiscal (work) year will result in a pro-rata deduction of earned vacation days during that year.

ARTICLE XV  
Holidays

15.1 See Appendix III for paid holiday information for secretaries and for para educators.

15.2 Whenever Christmas or New Year's Day falls on a Sunday, eligible employees (as defined above), shall be granted the Friday immediately preceding the holiday and the Monday immediately following the holiday.

Whenever Christmas or New Year's Day falls on a Saturday, eligible employees (as defined above), shall be granted the Thursday and Friday immediately preceding the holiday.

No other vacation holidays will be allowed except on written notice from the Superintendent or his/her designee.

15.3 Anyone required to work on these days shall receive double pay.



- 15.4 Half-time employees normally scheduled to work the afternoons of Good Friday and/or Hackley Day will not report to work and shall be given pay equal to one-half (1/2) their normal work-day.

Half time employees normally scheduled to work the mornings of Good Friday and/or Hackley Day will work and shall be given additional pay equal to one-half (1/2) their normal work-day.

- 15.5 All employees housed in school buildings shall be allowed to leave at student dismissal or when busses pull out, whichever is later, the day before holidays as defined in Article XV, except Good Friday and Hackley Day without loss of pay. On Good Friday and Hackley Day employees may leave at student's early dismissal time or when busses pull out, whichever is later.

All employees housed at other sites shall be allowed to leave thirty (30) minutes early on the day before holidays as defined in Article XV, except Good Friday, Hackley Day and Independence Day without loss of pay.

- 15.6 All employees shall be given one mid-winter break day with pay. It shall be scheduled during the time period for mid-winter break. Each employee shall express his/her preference for either a Friday or Monday break day with the concurrence of such schedule by the employee's direct supervisor.

## ARTICLE XVI

### Sick Leave

- 16.1 Definition of terms for purpose at hand. "Immediate Family" - shall include father, mother, husband, wife, child, step-child, sister, brother, step-sibling, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, 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 on the contract.

- 16.2 Sick Leave (Personal Illness)

- A. Full-time employees shall be allowed-sick leave for personal illness at the rate of one (1) day per month of employment or major fraction thereof. (Examples: 10 month employee = 10 sick days, 12 month employee = 12 sick days.) Part-time employees shall be granted sick days on a pro-rata basis-
- B. No sick leave may be used by a new employee before he/she has completed four (4) weeks of assigned work.
- C. Employees who have accumulated sick leave due to previous service but who are unable to begin a new contract year because of personal illness or personal injury shall be allowed to draw upon such sick leave accumulated until it is depleted or until resumption of assigned work, whichever occurs sooner.
- D. Accumulation of sick leave days shall be without limit.
- E. Employees who may have accumulated sick leave days under the provision of this Article and who terminate their employment with this school system shall not be compensated by unused sick leave days and said unused sick leave days may not be carried forward in the case of subsequent re-employment by this school system. However, employees employed in this district continuously for at least ten (10) consecutive years, shall, upon retirement, receive twenty (20) dollars for each unused day of accumulated sick leave.
- F. Additional absences beyond the employee's personal accumulation of sick leave shall result in deduction on a per diem basis.
- G. Deductions made for illness when the employee has not accumulated sick leave to cover the illness may be repaid to the employee upon the employee's written request to the Superintendent or his/her designee, when the sufficient days have been accumulated to cover such sick leave.

- H. Any employee who is absent because of injury or disease in compliance with the Michigan Worker's 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, the employee may elect not to receive the aforementioned current difference from the Board and therefore suffer no loss of accumulated sick leave. However, if an employee suffers an injury as a result of intervention in a dispute between students or as a result of an assault upon the employee by a student and/or a parent/guardian and the resulting injury causes an absence from work, such absences shall not be charged against the employee's sick leave, providing the injury does not involve negligence on the part of the employee or the employee did not exercise reasonable care.
- 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 employee whose personal illness extends beyond the period compensated under this Article shall be granted a leave of absence without pay for such time as is necessary for complete recovery but not to exceed twelve (12) months. Upon return from leave, an employee shall be assigned to the same position, if available, or, a substantially equivalent position except as limited by the Layoff and Recall Article of this Agreement (Article VIII).
- J. The Board contemplates that the use of sick leave will be on an ethical basis in keeping with the high standards of the school profession.
- K. An employee may be required to provide a doctor's certificate for an absence of seven (7) working days or if a pattern of absence is in evidence.

### 16.3 Leave (Illness in Immediate Family).

- A. Absence of a reasonable length of time but not to exceed three (3) days per year caused by the critical illness of a member of the employee's own household or a member of the immediate family whose care is the direct responsibility of the employee and requiring the personal attention of the employee will be compensated by payment of the contractual salary. Requests for exceptions shall be submitted for approval through the Superintendent or his/her designee.
- B. Additional absence shall result in a deduction on a per diem basis.
- C. Absence in this Section shall be counted as sick leave and deducted under the regulations of Part 2 of this Article.

## ARTICLE XVII Other Leaves

### 17.1 Leave (Bereavement)

- A. Absence of not more than five (5) days per school year caused by deaths in the immediate family shall be compensated by payment of contractual salary. Requests for exceptions may be approved through the Superintendent or his/her designee.
- B. Absence of not more than two (2) days per school year for the death of an aunt, uncle, nephew, niece, or first cousin shall be compensated by payment of contractual salary.
- C. No remainder of leave days granted in the immediately preceding paragraphs may be accredited or accumulated.
- D. In the event of extenuating circumstances the employee will confer with the immediate supervisor and the Superintendent or his/her designee.
- E. Out-of-state deaths may entail an extension of time in ratio to travel time. Such extension is at the discretion of the Superintendent or his/her designee.
- F. Absence in this section shall be counted as sick leave and shall be deducted under sick leave regulations.

17.2 Absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:

- A. Absence when an employee is called for jury service.\* (Pay the difference of jury pay and regular pay.)
- B. Court appearance as a witness whenever an employee is subpoenaed to attend any proceeding.\* (Pay difference of court fee.)
- C. Time necessary to take the Selective Service physical examination.
- D. Personal leave days shall be allowed at the rate of two days per year (July 1 to June 30) of on-the-job employment, non-accumulative, for all thirty-six (36) to fifty-two (52) week employees. The personal leave allowance shall be pro-rated according to a mutually agreed upon formula whenever actual on-the-job days are less than full term employment. Except for emergency circumstances, personal 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 leave days shall be allowed during the first fifty (50) days of initial employment except for emergency approved by the Superintendent or his/her designee. Employees who have used two (2) personal leave days and terminate their employment at the end of six (6) months or earlier shall have one day of personal leave pay deducted from their final check. Personal 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 except in cases of emergency approved by the Superintendent or his/her designee.

Personal leave may be taken in units of one-half day. Unused personal leave days shall be added to the sick leave accumulation of the employee in units of one-half day. The practice of extending holiday or vacation by combining personal leave with unpaid leave shall be disallowed.

\*Expense allowance provided by the court shall not be reimbursed to the district. Neither shall the employee be required to reimburse the district for expense allowances, jury pay or court fees if such service takes place at times other than the employee's scheduled working time.

17.3 Parental and maternity leaves

- A. A maternity leave shall be granted and taken by any employee pursuant to the provisions of Article XVI, 2 and to the extent required by applicable law.
- B. The Administration may request a medical statement indicating the last day the employee is available to work and the expected date of return. Sick leave days for maternity would terminate when the doctor indicates the employee is no longer disabled.
- C. An employee shall be entitled, upon request, to a leave of absence for up to two (2) years without pay to commence at the end of her confinement, due to child birth, or at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
- D. An employee who is granted a parental leave of absence pursuant to the section above, shall, after notifying Superintendent or his/her designee of a desire to return to active employment, be assigned to the first available vacant position in accordance with the terms set forth in Article IX (Vacancies, Promotions and Changes of Assignment). For para educators, if no vacancy exists, the employee may displace the least senior employee in the seniority group and wage classification in which the employee worked prior to going on leave provided that the more senior employee is qualified to fill the position to be taken, or the employee may displace the least senior employee in the seniority group and a lower wage classification than the employee previously held, or the employee may choose to remain on leave pending notice of a future vacancy. It is understood that the employee's seniority must entitle him/her to such displacement.

17.4 Military leaves of absence shall be granted to any employee 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 applicable law.

- 17.5 The Board shall grant a leave of absence without pay to any employee to campaign for, or serve in, an elected public office for a period not to exceed two (2) years. Upon return from serving in a full time public office, an employee shall receive salary increments mutually agreed upon by the employee and the Superintendent or his/her designee but in no case exceeding salary benefits allowable for military leave. The employee shall return to an open, available position.
- 17.6 The Board shall grant a leave of absence without pay to any employee for the purpose of furthering his/her education for a period of up to one (1). Such leave may be extended with approval of the Superintendent or his/her designee.
- 17.7 Association Leave
- An employee appointed to or elected to a full-time position or office with the state or national branch of the Association, shall be granted a leave without pay or fringe benefits for one (1) year. Such leave is renewable one time for an additional year.
- 17.8 To obtain a leave of absence for any reason other than those provided elsewhere in this Agreement, an employee must file a request in writing with the Superintendent or his/her designee stating the reason for the request in detail. No employee, however, shall be granted leave of absence to seek employment elsewhere. Seniority shall be retained but not earned during leaves of absence. To be eligible for a leave of absence under sections 5, 6, and 7 of the article, an employee shall have served satisfactorily for a period of not less than two (2) years.
- 17.9 An employee on leave shall be entitled to return to service in the first available vacant position in accordance with the terms set forth in Article IX (Vacancies, Promotions and Changes of Assignment). For para educators, if no vacancy exists, the employee may displace the least senior employee in the seniority group and wage classification in which the employee worked prior to going on leave provided that the more senior employee is qualified to fill the position to be taken, or the employee may displace the least senior employee in the seniority group and a lower wage classification than the employee previously held, or the employee may choose to remain on leave pending notice of a future vacancy. It is understood that the employee's seniority must entitle him/her to such displacement.

The Superintendent or his/her designee shall be notified not less than fifteen (15) working days prior to the time when an employee desires to return to work following a leave of absence. If, however, a position previously held by an employee on leave is an open position or is filled by a temporary or substitute employee, the employee wishing to return from leave shall be awarded the position he/she previously held, within fifteen (15) working days following proper notification as specified above.

#### 17.10 Miscellaneous Provisions Regarding Absence

- A. The chief building administrator or his/her administrative designee shall certify to the legitimacy of a claim for compensation for absence covered in Sections 2 and 3 of Article XVI and Sections 1 and 2 of Article XVII by entering on the payroll the dates and causes for such absence, provided the provisions covering absence due to personal illness, death in the family, or death of a relative are complied with. Employees shall not be required to sign on the payroll unless they have been absent during the pay period, except for the first payroll period of each school year.
- B. No employee shall absent himself/herself from regular duties for causes other than personal illness, illness in the immediate family requiring the personal attention of said employee, death in the immediate family, or death of a relative, except with the prior permission of the immediate administrative supervisor. In questionable cases, the immediate administrative supervisor will confer with the Superintendent or his/her designee.
- C. When, in the judgment of the immediate administrative supervisor or Superintendent or his/her designee, such absence contributed to the general interest of the school system, compensation may be paid on a full or partial basis.

17.11 Family Medical Leave Act (FMLA) See Board Policy 1630.01:

Under Federal law and in addition to any leaves granted under any other terms of this agreement, a twelve week unpaid family and medical leave of absence shall be granted to any employee for any of the following purposes:

1. the birth of or care of a child;
2. the placement for adoption or foster care of a child
3. because of the serious health condition of a spouse, son, daughter, or parent;
4. because of the employee's own serious health condition.

For further information about a Family and Medical Leave Act leave of absence, contact the Human Resources Office for leave provisions and application procedures.

ARTICLE XVIII  
Injury to Employees

18.1 Employees of the Board who are injured in the course of employment are subject to provisions of the Worker's Compensation Act, and after report of injury and investigation, payments of compensation shall be made in accord with the Worker's Compensation Act.

18.2 Consistent with or in addition to the requirements of the Compensation Act, employees shall do the following:

- A. Report immediately, and in any event within twelve (12) hours, any accident or injury occurring on the premises or while engaged in services for the Board.
- B. Such reports shall be made to the immediate supervisor, who shall thereupon require the employee to make a written report, which shall be forwarded, to the Superintendent or his/her designee. In the event the immediate supervisor is not available, the report shall be made directly to the Human Resources Office.

18.3 Sick leave may be used in conjunction with Worker's Compensation as allowed in Article XVI, 16.2, H.

ARTICLE XIX  
Absence of Employees

19.1 No employee shall be absent from his/her assignment without prior approval from the immediate administrative supervisor or his/her representative, except in cases of emergency, in which case the principal or his/her representative shall be notified of absence as soon as possible.

19.2 Evidence indicating abuse of leave privileges or failure to report for work without notification to the immediate administrative supervisor shall be considered just cause for disciplinary action up to and including discharge.

ARTICLE XX  
Payroll Procedures

20.1 Pay Periods.

- A. All employees shall be paid bi-weekly on the Friday following the payroll period in which work is performed.
- B. Employees who work forty-two (42) or fewer weeks per year shall elect either twenty-one (21) or twenty-six (26) pay periods. Employees who work forty-three (43) weeks or longer shall elect to be paid either over their contract year or in twenty-six (26) pay periods.
- C. It should be noted that there will periodically be the need for twenty-seven (27) pay periods instead of twenty-six (26) pay periods.

20.2 Payroll Withholding.

- A. The following payroll withholdings shall be allowed with the proper employee authorization:
  1. Health Insurance (contributions as required by Article VI)
  2. Options including contributions toward tax-deferred annuities or 403B's
  3. Direct Deposits
  4. United Way

5. Cafeteria plan deductions for pre-paid post-retirement life insurance or Section 125 Flexible Spending
  6. Employee contributions to M.P.S.E.R.S.
  7. Other miscellaneous voluntary deductions
- B. Every effort shall be made to equalize payroll deductions between the first and second pay periods in any month if such equalization is feasible. Deductions other than those required by law shall not be made from any third pay period in a month unless agreed to by the employee.
- C. Any contribution amount due to district over the PA152 hard cap will be deducted from every pay check, based on number of payrolls elected.

#### ARTICLE XXI

##### Probation, Dismissal or Change in Classification

- 21.1 If, in the judgment of the immediate administrative supervisor, an employee is not performing his/her duties in a satisfactory manner, the immediate administrative supervisor shall notify the employee at least twenty-four (24) hours in advance so that the employee may seek Association representation if he/she desires. The following procedure shall then be applicable:
- A. A private meeting to discuss concerns shall be provided with the immediate administrative supervisor, (and in the case of para educator employees, such meeting may include the supervising teacher), at the request of either party. The employee may request Association representation at such meeting. In addition, if at any time during this meeting the employee determines the need for Association representation, the meeting shall be adjourned for up to forty-eight (48) hours to allow for an Association representative to be present.
  - B. If, in the judgment of the immediate administrative supervisor, (in the case of para educator employees, the supervising teacher may be consulted), the employee has not shown significant improvement after ten (10) working days, a written notice of unsatisfactory performance with specific recommendations for improvement shall be issued to the employee. An additional copy of such notice shall be given to the employee for use by the Association. The date of issuance of the notice of unsatisfactory performance shall institute a probationary period for said employee of thirty (30) calendar days.
  - C. If, after the probationary period of thirty (30) calendar days, the employee's work is still unsatisfactory, a conference will be held with the employee's immediate administrative supervisor, the supervising teacher when applicable, the employee involved and the Superintendent or his/her designee. The employee may request Association representation at such meeting. In addition, if at any time during this meeting the employee determines the need for Association representation, the meeting shall be adjourned for up to forty-eight (48) hours to allow for an Association representative to be present. On the basis of such conference, the Superintendent or his/her designee shall determine whether said employee shall be dismissed, demoted or transferred to another position in accordance with the terms of this Agreement.
- 21.2 No employee shall be dismissed, disciplined or demoted except for just cause. In general, the Board subscribes to the concept of progressive discipline with the normal step progression of oral reprimand, written reprimand, probation, hearing with the Superintendent or his/her designee and dismissal, but reserves the right to take whatever action it deems necessary depending upon the nature of the offense.

#### ARTICLE XXII

##### Resolutions of Concerns

- 22.1 In the event an employee is experiencing difficulty in carrying out his/her responsibilities, a private meeting with the immediate supervisor shall be provided at the request of either party. The employee may have an Association representative present at the meeting.
- 22.2 In the event an irresolvable conflict develops between an employee and his/her supervising teacher or administrative supervisor, the employee shall have the right to submit a written request for transfer and to request an interview with the Superintendent or his/her designee. The Superintendent or his/her designee shall interview the employee for the purpose of ascertaining the problem, and to consider placing the employee in a vacancy for which he/she is qualified provided the employee holds sufficient seniority to be entitled to the position. If two (2) or more employees seek a transfer pursuant to this section, the administration agrees to investigate the feasibility of switching assignments among the employees involved.

ARTICLE XXIII  
Grievance Procedures

23.1 Definition

- A. A grievance is defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement. A grievance may be filed by an employee, a group of employees or the Association.
- B. Nothing shall prohibit any aggrieved employee from discussing his/her grievance informally with any member of the administration.

23.2 Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is maximum, and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.
- B. No grievance need be considered by the Board unless the procedure set forth below is followed:

Step One

- A. All grievances, except Association grievances, shall begin as verbal complaints with the employee's immediate supervisor. The employee shall be entitled to have an Association representative present, if desired. Such discussion must take place within ten (10) working days of the alleged infraction or within ten (10) working days of the discovery thereof.\*
- B. Within five (5) working days after the discussion of the alleged grievance the administrator shall give his/her answer orally to the aggrieved employee.

Step Two

All grievances not settled orally shall be reduced to writing on forms mutually agreed upon by the Board and the Association. The grievance shall state the nature of the complaint in reasonable detail, including reference to the section number or numbers of this Agreement alleged to have been violated. This written grievance shall be presented to the employee's immediate supervisor within five (5) working days after the verbal response. The immediate supervisor shall within five (5) working days after receiving the grievance give the aggrieved person his/her written answer.

Step Three

- A. If the grievance is not resolved in Level Two, the employee may, within five (5) working days of the immediate supervisor's answer submit the grievance to the Superintendent or his/her designee.
- B. The Superintendent or a designated representative shall give the employee a written answer no later than five (5) working days after the receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or his/her designee and the Association.

Step Four

If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to binding arbitration within twenty (20) days of the response from the administration. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding.

1. It is expressly agreed that the scope and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him.
2. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
3. The decision of the arbitrator shall be binding on both parties.

4. 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.
5. No advice in any one (1) case shall require a retroactive adjustment in any other case.
6. Paid leave time, not deductible from Association leave time, shall be provided any bargaining unit member identified as the aggrieved party whose presence is necessary at the arbitration hearing.

\*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(s) may elect to institute the informal discussion at Level Three.

ARTICLE XXIV  
Notice to Employees

- 24.1 All new employees, employees who change positions, or employees who are changed in classification, shall be given a written notice designating classification, salary, hours, terms of employment and other pertinent information.
- 24.2 Not less than two (2) weeks prior to the first day of work, all returning employees shall receive written notice of the date, time and place they are to report on the first day of work.
- 24.3 All employees shall be furnished a written notice of employment not later than the first day of work, or not later than two (2) weeks after the ratification of a successor contract whichever is later. Said notice shall contain the following information:
  - A. Employee's name
  - B. Classification and position
  - C. Date when employee shall start to work
  - D. Date when employee will end work
  - E. Hours per week
  - F. Weeks per year
  - G. School or department where assigned
  - H. Salary rate
  - I. The employee's hourly rate and yearly salary
  - J. Longevity and vacation entitlement
- 24.4 If externally funded programs (government grants or projects) are acquired by the District, which create additional positions for Secretaries or Para educators, the President of the Association shall be notified.

ARTICLE XXV  
Miscellaneous

- 25.1 Building Responsibility - Absence of the Principal. It is understood by both parties that the operation of a school building and the decisions pertaining thereto are the responsibility of the building principal. When it is necessary for the principal to be absent from his/her building, the clerk shall be advised where he/she can be reached in an emergency. Should an emergency arise and the secretaries is unable to reach the principal, he/she may call the Office of the Superintendent who shall notify the administrator available to handle the emergency and/or unusual situations requiring decisions beyond the authority of the employee.

ARTICLE XXVI  
School Closing

- 26.1 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. Unless specifically notified to the contrary, secretaries and para educators shall not be expected to report for work. If secretaries and para educators are expected to report for work, reasonable extra time shall be allowed for employees to report for work beyond the normal starting time.



- 26.2 Should weather conditions cause the closing of schools during the school day, employees shall remain in school until all students have been dismissed or until the employee has been released by the immediate supervisor.
- 26.3 When schools are open and employees are unable to report for work because of severe inclement weather, an act of God, or their health and safety are threatened by attempting to report, such employees may utilize a personal leave day without the required twenty-four (24) hour prior notice being given. However, the employee must report his/her absence at the earliest possible time.
- 26.4 In case of closing when employees are not required to report for work, the following shall apply:
- A. On the first three days the employees shall not suffer any loss of pay.
  - B. On the fourth day, if it occurs five days or more prior to the scheduled mid-winter break period, the employees shall not suffer any loss of pay. The day shall be made up on Monday of the mid-winter break period.
  - C. On the fifth day, if it occurs five days or more prior to the scheduled mid-winter break period, the employee shall not suffer any loss of pay. The day shall be made up on Friday of mid-winter break period.
  - D. In the event that school is closed for more than five days, or the fourth and fifth closures occur after mid-winter break, and the employees are not required to report, then the parties shall reopen this section for negotiations as soon as possible.
- 26.5 In the event the State Legislature changes or amends the mandatory days for State Aid, (i.e. Snow Days Legislation), then the parties shall reopen this section for negotiations.

ARTICLE XXVII  
In-Service Training

- 27.1 Each employee shall be allowed one (1) day with pay per year for Professional Improvement. This day may be used in increments of one-half (1/2) days. Such day may be used at the employee's discretion for, but not limited to, such activities as: seminars, workshops, in-services, and educational visitations, which are relevant to the job.
- A. Two (2) work-days' notice shall be given to the employee's administrative supervisor.
  - B. The day shall not be used to extend a holiday or vacation unless specifically approved in advance by the Human Resources Office.
  - C. Unused professional development days accumulated at the end of each school year, shall be carried forward as sick days.
- 27.2 Employees required, by the district, to attend in-service training shall be released for such training without loss of pay. Such training shall not be counted as a Professional Improvement day (as defined in 27.1).
- 27.3 In the event that employees are requested to work or attend in-service training on days when school is not normally in session, employees shall be compensated at the regular hourly rate.
- 27.4 In addition to the training defined in 27.1, 27.2 and 27.3 above, each employee who has responsibility for any special needs student(s) shall receive in-servicing on those with special emotional, educational, physical and/or medical needs. Such training shall include necessary training (i.e., catheterization) for handling the student(s).
- 27.5 It is the intent of the school district to train employees in basic first aid, CPR, Heimlich maneuver and any other necessary trainings required to perform the duties as listed in the job description.

ARTICLE XXVIII  
Duration of Agreement

ARTICLE XXVIII  
Duration of Agreement

28.1 This Agreement is effective as of July 1, 2018 and shall remain in effect through June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 19th Day of June, 2018.

Muskegon Public Schools Board of Education

By:   
Superintendent or Designee

By:   
Negotiations Chairperson

Muskegon Clerks-Classroom Assistant Association

By:   
Union President

By:   
Negotiations Team Member

By:   
Negotiations Team Member

APPENDIX I  
CLASSIFICATIONS

This appendix is an extension of Article IV – Classifications may be changed by agreement of the Reclassification Committee.

C Secretary

Secondary Library Circulation Secretary  
Secondary-Counseling-Secretary  
Secondary Second Secretary

D Secretary

District Registrar  
First Secretary - Elementary  
First Secretary - Secondary

PARA EDUCATOR

General Education  
LRE – Least Restrictive Environment

APPENDIX II  
CALENDARS

Calendars distributed on an annual basis.

APPENDIX III  
Vacation Days and Holidays

		Base Pay			Vacation			Holidays
		Work Days	Paid Holidays	Base Paid Days	0-10 yrs	After 10 yrs to 15 yrs	After 15 yrs	
Secretary D	Lakeside	197	8	205	8	12	16	Labor Day, Thanksgiving Day, Day Following Thanksgiving, Day Before Christmas, Christmas Day, Mid-Winter Break (1 day), Good Friday (PM), Hackley Day (PM), Memorial Day
Secretary D	Marquette	197	8	205	8	12	16	
Secretary D	Moon	197	8	205	8	12	16	
Secretary D	Nelson	197	8	205	8	12	16	
Secretary D	Oakview	197	8	205	8	12	16	
Secretary D	MMS	202	8	210	8.5	12.75	17	
Secretary C	MMS	202	8	210	8.5	12.75	17	
Secretary C Library	MHS	187	8	195	8	12	16	
Secretary C	MHS	211.5	9	220.5	9	13.5	18	Labor Day, Thanksgiving Day, Day Following Thanksgiving, Day Before Christmas, Christmas Day, Mid-Winter Break (1 day), Good Friday (PM), Hackley Day (PM), Memorial Day (Registrar +July 4th)
Secretary D	MHS	211.5	9	220.5	9	13.5	18	
Secretary D Registrar	MHS	228.5	10	238.5	9	13.5	18	
Secretary C Counseling	MHS	211.5	9	220.5	9	13.5	18	

	Base Pay			Vacation			Holidays
	Work Days	Paid Holidays	Base Paid Days	After 3 yrs	After 10 yrs to 15 yrs	After 15 yrs	
<b><i>Hired after 7/01/15</i></b> Para Educator	171.5	8	179.5				Labor Day, Thanksgiving Day, Day Following Thanksgiving, Day Before Christmas, Christmas Day, Mid-Winter Break (1 day), Good Friday (PM), Hackley Day (PM), Memorial Day
<b><i>Hired before 7/01/15</i></b> Para Educator	171.5	8	179.5	7	12	16	

## APPENDIX IV EMPLOYEE EVALUATION SYSTEM

### Philosophy and Purpose

The purpose of evaluation is not only to find out whether an employee is doing the job; it is also to find out what problems there are and how they can be resolved.

The evaluation should:

1. Be a positive experience.
2. Improve school climate.
3. Develop awareness of the responsibilities of all participants.
4. Open areas of constructive communication between employees and administrators.
5. Build a bridge of trust between the evaluator and the employee.
6. Emphasize the team approach.

It is recognized that evaluation is an important aspect of employment. Therefore, it must be given extremely high priority in terms of time for observation and consultation, fairness and cooperation by all parties concerned.

### Assumptions

A humane and effective system of personnel evaluation must have, as its base, certain assumptions about an individual's potential as a satisfied, productive worker. The employee evaluation system must be built on a working relationship between individuals based on the following assumptions:

1. Respect for the worth and dignity of an individual makes that individual better able to respect the work and dignity of others.
2. Participation in setting both personal and organizational goals increases motivation for achievement and produces greater satisfaction in the results.
3. Mutual participation in the total work situation and the evaluation process allows more imaginative and creative involvement by all participants.
4. Opportunity for recognition of work well done stimulates better performance and greater satisfaction.
5. Self-appraisal is an important element of the valuation process and contributes to improved performance.

### Goals

A primary goal of the evaluation system is not to complete an evaluation report, but to help employees improve their effectiveness. Important secondary goals are as follows:

1. To achieve the goals of the Muskegon Public Schools, individual schools and classrooms.
2. To produce good morale through just and equitable personnel practices and by developing greater self-acceptance.
3. To stimulate continuing improvement in employee performance. To increase communication and cooperation among employees another staff, students, and the community.

### Procedures

The following procedures will be followed in the evaluation process:

The administration will notify all employees, in writing, with reasonable specificity, of the duties or responsibilities of their position upon the commencement and throughout their employment in such positions. No evaluation shall pertain to the performance or non-performance of any duty or responsibility for which the employee was not notified pursuant to this section.

## Observations

Employees being evaluated during the current school year will be observed in accordance with the time lines and provisions outlined herein. An observation(s) refers to the collection of data through visitation(s). The intent of the observation(s) is to develop a database for validating job performance.

It is agreed that:

1. This step is the recording of observable behaviors within the scope of the performance areas.
2. All evaluations will be conducted by the employee's immediate supervisor. In the case of Para educators, the supervising teacher is expected to provide input into the evaluation process.
3. Observations will be done openly and with full knowledge of the employee.

### Steps Necessary to Complete the Evaluation Process

#### A. Observation and Evaluation Definitions

1. Observation refers to seeing and hearing, recording, reviewing and analyzing performance. This is an ongoing process.
2. Evaluation refers to the making of judgments for the completion of evaluation forms.

#### B. Forms

1. Each employee must be given a copy of the current evaluation instrument prior to the evaluation. The employee may request to discuss this with the evaluator prior to evaluation.
2. All evaluations shall utilize the form agreed to by the Board and the Association. The narrative statements are to be made in correlation with the specific job descriptions.
3. The employee and the evaluator must sign the evaluation forms. The employee's signature does not indicate agreement or disagreement, only full knowledge of the contents.

#### C. Evaluation Report

1. A copy of the completed written evaluation shall be submitted to the employee prior to forty (40) calendar days of the end of the academic school year or the employee's individual work year, whichever comes sooner. In the event the employee believes the evaluation was incomplete or unjust, the employee may request a conference with the evaluator. Employees shall have the right to Association representation at the evaluation conference. Accompanying the request for a conference, the employee shall submit a written statement of his/her objections to the evaluation. The conference shall take place within ten (10) workdays of the request. In the event that the matter is not satisfactorily resolved between the parties, the employee may submit a grievance subject to the provisions of the Master Agreement. The employee may also submit a written statement and supportive materials, which shall be attached to the evaluation form.

#### D. Frequency and Time Lines for Evaluations

1. All probationary employees shall be evaluated prior to the expiration of the fifty (50) workday probationary period.
2. All non-probationary employees shall be evaluated at least once every three (3) years and within ninety (90) workdays of a change in classification.
3. Observations/evaluations shall not take place during the first ten (10) workdays of the school year, during the five (5) workdays preceding the Christmas break or on Halloween or Valentines Day.

The Clerks' and Classroom Assistants' evaluation form shall be amended to update and better define the overall performance ratings. Overall performance ratings of "Satisfactory", "Marginal" and "Unsatisfactory" will be replaced with new overall ratings of "Highly Effective," "Effective:", "Minimally Effective" and "Ineffective".



APPENDIX V  
Letters of Agreement

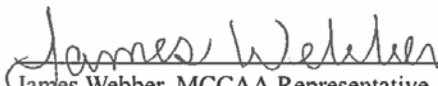


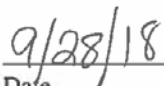
LETTER OF AGREEMENT  
BETWEEN  
THE MUSKEGON CLERK-CLASSROOM ASSISTANTS ASSOCIATION  
AND  
THE MUSKEGON BOARD OF EDUCATION


This Letter of Agreement shall be in effect for the duration of the Master Agreement expiring June 30, 2021.

In order to provide an effective and meaningful evaluation, both parties collaborated and agree to use the attached evaluations.

1. Para Educator Evaluation ( see attached)
2. Secretary Evaluation (see attached)  
This version will be used until a final draft is agreed upon.
3. This letter of agreement shall not constitute precedent and shall not constitute a waiver of the Association's right under the law and the collective bargaining agreement.
4. All other provisions of the collective bargaining agreement shall remain in full force and in effect until a successor agreement is reached.

  
James Webber, MCCA Representative

  
Date

  
Catherine Kloska, Board Representative

  
Date

## SECRETARY EVALUATION

Employee Name:		Date:		
Evaluator:		Building:		
Evaluator Title:		<input type="checkbox"/> 3-Year Evaluation <input type="checkbox"/> Probationary Evaluation <input type="checkbox"/> Special Evaluation		
	<b>Highly Effective</b> <b>4</b>	<b>Effective</b> <b>3</b>	<b>Minimally Effective</b> <b>2</b>	<b>Ineffective</b> <b>1</b>
<b>Knowledge, ability and skills to perform job</b>				
<b>Job Responsibilities</b>	Has the knowledge and skills to effectively perform all assigned work duties and responsibilities, and is a resource for others	Has the knowledge and skills to effectively perform all assigned work duties and responsibilities.	Has the knowledge and skills to perform some, but not all, assigned work duties and responsibilities.	Lacks the knowledge and skills to perform most assigned work duties and responsibilities.
<b>Technical Skills</b>	Mastered the technical skills of the job and is a resource for others. PowerSchool, MUNIS, Word, Excel, and Google	Has the technical skills of the job where applicable. PowerSchool, MUNIS, Word, Excel, and Google	Has some technical skills of the job but not all, where applicable. PowerSchool, MUNIS, Word, Excel, and Google	Lacks technical skills of the job, where applicable. PowerSchool, MUNIS, Word, Excel, and Google
<b>Professionalism</b>				
<b>Initiative</b>	Models and exhibits initiative to complete duties assigned in a timely, efficient and positive manner.	Consistently performs job duties with minimal to no direction	Requires direction to complete assigned job duties.	Rarely demonstrates the ability to perform job duties without consistent direction.
<b>Attendance</b> Attendance Reviewed: April 1, ___ - March 30, ___ FMLA, ADA, Prof. Dev. days excluded	Uses sick-time and personal leave time responsibly. Consistently adheres to the contractual hours of the school day. (3 or less absences)	Uses sick-time and personal leave time responsibly. Usually adheres to the contractual hours of the school day. (4-6 absences)	Is sometimes irresponsible with sick-time or personal leave time. Is sometimes irresponsible with the contractual hours of the school day. (7-10 absences)	Is irresponsible with sick time, personal leave time, and with the contractual hours of the school day. (11+ absences)
<b>Punctuality</b>	Arrives on time, leaves on time or late, takes breaks as prescribed, leaves adequate notice for scheduled absences.	Arrives on time, leaves on time, takes breaks as prescribed and provides adequate notice for scheduled absences.	Inconsistently arrives or leaves on time. Sometimes takes breaks as prescribed. Sometimes gives adequate notice for scheduled absences.	Full of excuses. Late on a regular basis, or leaves early. Takes frequent or long breaks. Not available during work hours.
<b>Adaptability</b>	Is able to adapt to change and willing to accept constructive criticism. Remains calm and effective in upsetting situation.	Is usually able to adapt to change and usually willing to accept constructive criticism. Usually remains calm and effective in upsetting situation.	Is sometimes able to adapt to change and sometimes willing to accept constructive criticism. Sometimes remains calm and effective in upsetting situation.	Struggles to adapt to change, struggles to accept constructive criticism, struggles to remain calm and effective in upsetting situations. Requires a lot of improvement.

	<b>Highly Effective 4</b>	<b>Effective 3</b>	<b>Minimally Effective 2</b>	<b>Ineffective 1</b>
<b>Attitude</b>	Consistently models a high level of productive, positive behavior toward assigned duties and building initiatives.	Performs assigned duties and building initiatives in a positive manner.	Requires support to perform assigned duties and building initiatives in a positive manner.	Has a negative attitude toward assigned duties and building initiatives.
<b>Quality of Work</b>	Very thorough and organized. Prioritizes and plans work. Follow up and completes tasks on time.	Is usually thorough and organized. Prioritizes and plans work appropriately. Consistently follows up and usually completes tasks on time.	Needs some support and direction in being thorough and organized. May struggle to prioritize and plan. Sometimes struggles to follow up and complete tasks on time.	Is not thorough or organized. Struggles to determine priorities and set plans. Does not follow up or complete tasks on time.
<b>Professional Relationships</b>	Secretary's professional relationships with staff are characterized as highly supportive and cooperative to meet the needs of staff and building administrators.	Secretary's professional relationships with staff are characterized by support and cooperation to meet the needs of the staff and building administrators.	Secretary maintains basic relationships with staff and building administrators in order to fulfill required duties.	Secretary's professional relationships with staff and building administrators are negative or self-serving.
<b>Integrity &amp; Ethical Conduct</b>	Secretary takes a leadership role in the maintenance of the highest standards of ethical behavior in interactions with staff, students, administration and community and remains confidential at all times.	Secretary displays high standards of ethical behavior in interactions with staff, students, administration, and community and remains confidential at all times.	Secretary displays appropriate standards of ethical behavior in interactions with staff, students, administration, and community. Is aware of confidentiality requirements.	Secretary does not display appropriate standards of ethical behavior in interactions with staff, students, administration, and community. Disregards confidentiality requirements.
<b>Knowledge of Educational, State &amp; District Procedures &amp; Policies</b>	Secretary is very knowledgeable about the laws and relevant district policies/ procedures, and the responsibilities as a Secretary. Models for other team members.	Secretary knows and understands district and school policies/procedures and the responsibilities of each of them relate to their everyday experiences. Models for other team members.	Secretary understands the importance of relevant district and school policies/ procedures, and the responsibilities that come with each in the day-to-day practice of the position.	Secretary is unable to explain relevant district policies/procedures and relate it to the everyday aspects of the position.
<b>Discipline Record</b> April 1, __- March 30, __		No verbal or other discipline in specified time frame.		Verbal or other discipline in specified time frame. (1 or more)
<b>Supports School Environment</b>				
<b>Customer Service</b>	Interactions between the Secretary and parents, students, and community are highly respectful and supportive to individual needs.	Interactions between the Secretary and parents, students, and community are respectful and supportive to individual needs.	Interactions between the Secretary and parents, students, and community are generally appropriate and free from conflict, but may be characterized by occasional lack of responsiveness to individual needs.	Interactions between the Secretary and parents, students, and community are negative, inappropriate, or insensitive to individual needs.
<b>Total Each Category</b>				

MPS supports the goal of achieving an “effective” rating.

List two strengths displayed by the Secretary:

1.	
2.	

List two areas for improvement to support the Secretary's professional growth:

1.	
2.	

Comments:

**Total Points**

**Your Score**

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Employee Signature Date

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Evaluator Signature Date

Highly Effective	Effective	Minimally Effective	Ineffective
4.0-3.6	3.5-2.6	2.5-1.6	1.5-0

Signatures confirm only that each party has participated in evaluation. It does not affirm that all parts of the report are agreeable to both or either party.

**PARA-EDUCATOR EVALUATION**

Employee Name:		Date:		
Evaluator:		Building:		
Evaluator Title:		<input type="checkbox"/> 3-Year Evaluation <input type="checkbox"/> Probationary Evaluation <input type="checkbox"/> Special Evaluation		
	<b>Highly Effective</b> <b>4</b>	<b>Effective</b> <b>3</b>	<b>Minimally Effective</b> <b>2</b>	<b>Ineffective</b> <b>1</b>
<b>Planning &amp; Preparation</b>				
<b>Medicaid Billing</b> For those who have billing requirements. All others N/A	Completes Medicaid Billing within the compliance deadline; needs no reminders.	Completes Medicaid Billing within the compliance deadline; needs few reminders. <input type="checkbox"/> N/A	Completes Medicaid Billing within the compliance deadline; needs multiple reminders	Does not complete Medicaid Billing
<b>The Student Plan</b>	Has the knowledge and understanding of the roles and responsibilities of implementing the student plan. Can monitor the student plan based on data collection needs. Shares data with case manager. Can communicate with case manager when plan might need to be adapted. Seeks out additional information and resources when necessary.	Has knowledge and understanding of the roles and responsibilities of implementing the student plan. Can monitor the student plan based on data collection needs. Shares data with case manager. Seeks out additional information and resources when necessary.	Has limited knowledge and understanding of the roles and responsibilities of implementing the instructional plan	Needs ongoing assistance understanding the roles and responsibilities of implementing and adapting the instructional plan.
<b>Professionalism</b>				
<b>Attitude / Application to Work</b>	Outstanding and positive attitude with enthusiasm. Very motivated and displays initiative.	Motivated and displays initiative.	Somewhat indifferent in attitude.	Unreliable. Shows lack of interest.
<b>Attendance</b> Attendance Reviewed: April 1, ___ - March 30, ___ FMLA, ADA, Prof. Dev. days excluded	Uses sick-time and personal leave time responsibly. Consistently adheres to the contractual hours of the school day. (3 or less absences)	Uses sick-time and personal leave time responsibly. Usually adheres to the contractual hours of the school day. (4-6 absences)	Is sometimes irresponsible with sick-time or personal leave time. Is sometimes irresponsible with the contractual hours of the school day. (7-10 absences)	Is irresponsible with sick time, personal leave time, and with the contractual hours of the school day. (11+ absences)
<b>Punctuality</b>	Arrives on time, leaves on time or late, takes breaks as prescribed, leaves adequate notice for scheduled absences.	Arrives on time, leaves on time, takes breaks as prescribed and provides adequate notice for scheduled absences.	Inconsistently arrives or leaves on time. Sometimes takes breaks as prescribed. Sometimes gives adequate notice for scheduled absences.	Full of excuses. Late on a regular basis, or leaves early. Takes frequent or long breaks. Not available during work hours.
<b>Adaptability</b>	Is able to adapt to change and willing to accept constructive criticism. Remains calm and effective in upsetting situation.	Is usually able to adapt to change and usually willing to accept constructive criticism. Usually remains calm and effective in upsetting situation.	Is sometimes able to adapt to change and is sometimes willing to accept constructive criticism. Sometimes remains calm and effective in upsetting situation.	Struggles to adapt to change, struggles to accept constructive criticism, struggles to remain calm and effective in upsetting situations. Requires a lot of improvement.

	<b>Highly Effective 4</b>	<b>Effective 3</b>	<b>Minimally Effective 2</b>	<b>Ineffective 1</b>
<b>Initiative</b>	Independently innovates or finds and develops solutions. Uses practical and logical thought to achieve solutions.	Takes initiatives on many of the tasks. Requires few directions.	Requires some directions or does not take initiative to complete tasks independently.	Does not initiate tasks or development of solutions on tasks. Does not create or discover solutions
<b>Quality of Work</b>	Very thorough and organized. Prioritizes and plans work. Follow up and completes tasks on time.	Is usually thorough and organized. Prioritizes and plans work appropriately. Consistently follows up and usually completes tasks on time.	Needs some support and direction in being thorough and organized. May struggle to prioritize and plan. Sometimes struggles to follow up and complete tasks on time.	Is not thorough or organized. Struggles to determine priorities and set plans. Does not follow up or complete tasks on time.
<b>Professional Relationships</b>	Para Educator's professional relationships with staff and administrators are characterized as highly support and cooperative.	Para Educator's professional relationships with staff and administrators are characterized as supportive and cooperative.	Para Educator maintains basic relationships with staff and administrators in order to fulfill required duties.	Para Educator's professional relationships with staff and administrators are negative or self-serving.
<b>Integrity &amp; Ethical Conduct</b>	Para Educator takes a leadership role in the maintenance of the highest standards of ethical behavior in interactions with staff, students, administration and community and remains confidential at all times.	Para Educator displays high standards of ethical behavior in interactions with staff, students, administration, and community and remains confidential at all times.	Para Educator displays appropriate standards of ethical behavior in interactions with staff, students, administration, and community. Is aware of confidentiality requirements.	Para Educator does not display appropriate standards of ethical behavior in interactions with staff, students, administration, and community. Disregards confidentiality requirements.
<b>Knowledge of Educational, State &amp; District Procedures &amp; Policies</b>	Para Educator is very knowledgeable about the laws and relevant district policies/procedures and the responsibilities as a Para Educator. Models for other team members	Para Educator knows and understands district and school policies/procedures and the responsibilities of each of they relate to their everyday experiences. Models for other team members.	Para Educator understands and the importance of relevant district and school policies/procedures, and the responsibilities that come with each in the day-to-day practice of the position.	Para Educator is unable to explain relevant district policies/procedures and relate it to the everyday aspects of the position.
<b>Discipline Record</b> April 1, __- March 30, __		No verbal or other discipline in specified time frame.		Verbal or other discipline in specified time frame. (1 or more)
<b>Supports School Environment</b>				
<b>Environment Respect &amp; Rapport</b>	Interactions between the Para Educator and students are highly respectful and supportive to the individual needs of students. Follows district procedures such as PBIS and CHAMPS.	Interactions between the Para Educator and students are respectful and supportive to the individual needs of students. Follows procedures such as PBIS and CHAMPS.	Interactions between the Para Educator and students are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to individual needs. Follows district procedures such as PBIS or CHAMPS inconsistently.	Interactions between the Para Educator and students are negative, inappropriate, or insensitive to the students' individual needs characterized by sarcasm, putdowns, or conflict. Does not follow district procedures such as PBIS and CHAMPS.
<b>Total Each Category</b>				

MPS supports the goal of achieving an “effective” rating.

List two strengths displayed by the Para Educator:

1.

2.

List two areas for improvement to support the Para Educator’s professional growth:

1.

2.

Comments:

Total Points

Your Score

Employee Signature

Date

Evaluator Signature

Date

Highly Effective	Effective	Minimally Effective	Ineffective
4.0-3.6	3.5-2.6	2.5-1.6	1.5-0

Signatures confirm only that each party has participated in evaluation. It does not affirm that all parts of the report are agreeable to both or either party.



**LETTER OF AGREEMENT  
 BETWEEN  
 THE MUSKEGON CLERK-CLASSROOM ASSISTANTS ASSOCIATION  
 AND  
 THE MUSKEGON BOARD OF EDUCATION**

**Length of Agreement**

Two year contract extension July 1, 2019 – June 30, 2021

**Wages**

2019/2020 The salary schedule for the 2019/2020 school year will have a 2% wage increase, salary and longevity steps will be granted. A \$300 off-schedule payment will be paid to members the 1st pay on November 2019.

2020/2021 The salary schedule for the 2020/2021 school year will have a 2% wage increase, salary and longevity steps will be granted. A \$300 off-schedule payment will be paid to members the 1st pay on November 2020.

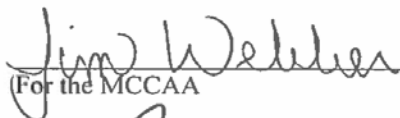
**Insurance**

The district will continue to follow by the hard cap, which shall be in effect from July 1 to June 30 annually.

**Calendar**

The calendar will be determined and shared annually with staff.

**All other contract provisions/terms are hereby extended through June 30, 2021.**

  
 \_\_\_\_\_  
 (For the MCCA)

8/21/18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 For the Board

8/21/18  
 \_\_\_\_\_  
 Date