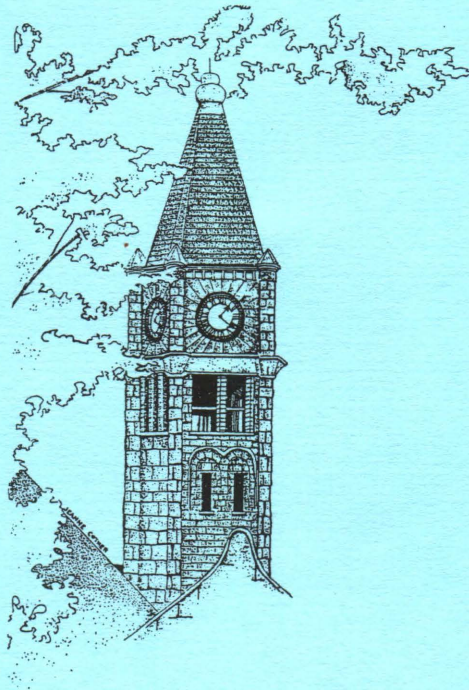


3494

6/30/99

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



Muskegon Public Schools

July 1, 1997 -- June 30, 1999

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

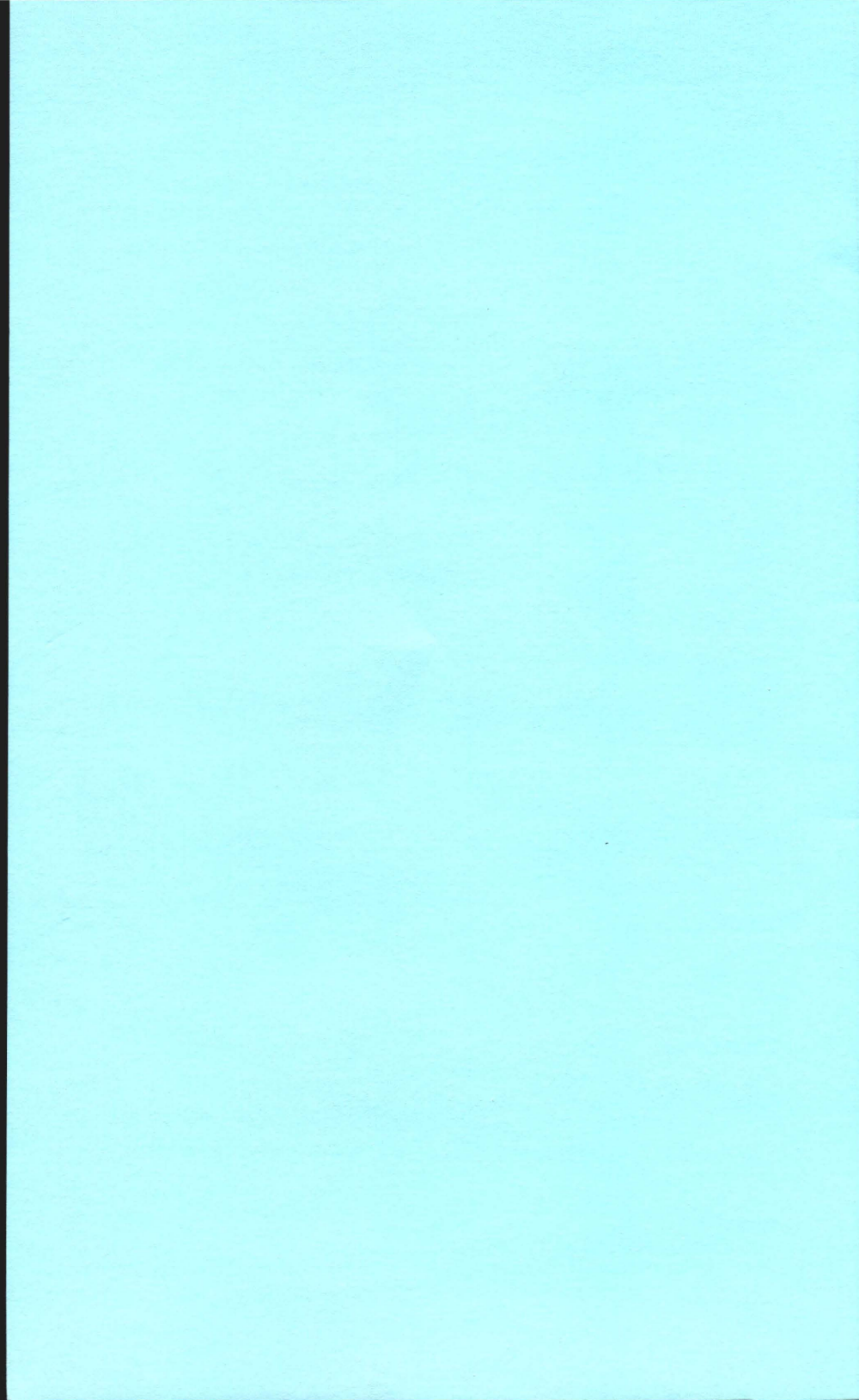


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ARTICLE I

Recognition

- 1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified or professional personnel employed half-time(1) or more. Such representation shall include the attendance officer and special education intern teachers, but exclude the following full or half-time personnel(2).
- A. Superintendent, assistant superintendents, managers, directors, assistant directors, coordinators, supervisors, principals, assistant principals and administrative assistants.
 - B. Professional or certified persons employed as teacher aides, paraprofessionals, clerks, or in other nonprofessional capacities.
 - C. Non-degreed teachers or degreed teachers assigned as vocational instructors at the Skill Training Center.
 - D. Substitutes.
 - E. Summer employment in a professional capacity, including driver education and summer school.
- 1.2 The term "teacher" or "teachers" as used in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as above defined.
- 1.3 The terms "Board" and "Association" shall include officers, representatives and agents. Despite reference herein to "Board" and "Association" as such, each party reserves the right to act hereunder by committee, individual member or designated representative(s).
- 1.4 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement and so long as the Association shall remain the exclusive bargaining representative for all professionally certified personnel.

-
- (1) For the purpose of this Article, half-time shall be defined as fifteen (15) hours in the job assignment, plus an additional two and one-half (2 1/2) hours devoted to preparation per week, or teaching a number of hours equivalent to a full one-half (1/2) day session.
- (2) No more than six (6) one-half (1/2) time administrative positions coupled with teaching assignments will be created.

ARTICLE II

Professional Dues, Fees, and Payroll Deductions

- 2.1 Within thirty (30) days of the beginning of employment, the Association shall deliver to the Board dues assignments signed by the teacher including National Education Association, Michigan Education Association, and the Association. Such sums shall be deducted from the regular salaries of all consenting teachers; said deductions to be made for nine (9) consecutive months each year and remitted to the Association.*
- 2.2 Any bargaining unit member may authorize in writing the Board to deduct a sum established by the Association. Such authorization shall continue in effect from year-to-year. The Board shall deduct that amount from salaries of all teachers and then deliver the collected amount to the Association within 48 hours. Any member who does not wish to utilize payroll deductions shall deliver to the Board the full amount no later than five (5) working days prior to the first payroll deduction.*
- 2.3 Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a representation benefit fee to the Association an amount equal to the professional dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph.

In the event that a teacher does not pay such representation benefit fee directly to the Association, or authorize payment through payroll deductions, as indicated in the preceding paragraph, the Board shall, at the request of the Association, cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment. Any member of the bargaining unit who does not wish to utilize payroll deductions to pay his/her representation benefit fee shall deliver to the Board the full amount due no later than five (5) working days prior to the first payroll deduction. The Board shall then deliver all such collected sums to the Association within 48 hours.

- 2.4 The procedure in all cases of discharge for violation of this Article shall be as follows:
 - A. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) working days for compliance, and shall further advise the recipient that request for discharge may be filed with the Board in the event compliance is not effected.
 - B. If the teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
 - C. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association in the processing of charges, agrees not to discriminate between various persons who may refuse to pay the professional dues or representation benefit fee.

*The number of monthly deductions to be made and the fraction of the dues to be paid each month shall be changed if the Association requests a change prior to October 7.

ARTICLE III

Teacher Rights

- 3.1 Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every teacher as defined in Article 1.1 shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.2 The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Reasonable bulletin board space shall be made available to the Association.
- The Association and individual bargaining unit members may use the district mail service. Individual building policies regarding the use of employee mailboxes shall provide for reasonable daily access and reasonable security. It is understood by both parties that removal of, or tampering with material from any employee's mailbox by unauthorized individuals shall be just cause for disciplinary action. Only the sender or receiver or their designee shall be considered to be authorized individuals.
- 3.3 The Board agrees to furnish to the Association in response to reasonable requests, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing programs on behalf of members in the bargaining unit.
- Should such information not be readily available, the Board will make accessible to the Association such raw and/or non-compiled data in its possession. The Board further agrees to provide the Association, upon request, all available information and materials necessary for the Association to process any grievance or complaint initiated under the terms of this Agreement.
- 3.4 Nothing contained herein shall be construed to deny or restrict any teacher rights under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

3.5 Notification of Association officers.

- A. At the beginning of each school year, or within ten (10) school days following confirmation of the election thereof, the Association shall notify the Human Resources Office, in writing, of the names of the following officers of the Association:
 1. President
 2. Vice-president
 3. Secretary
 4. Treasurer
 5. Executive Director
 6. Chairperson of -
 - a. Professional Rights and Responsibilities
 - b. Membership
 - c. Negotiations
 - B. If there is a change in office of any person(s) as named in 3.5 (A) above during the school year, the Human Resources Office will be so notified.
 - C. The Association agrees that the conduct of Association business shall not interfere with teaching periods or assigned duty periods of any member of the bargaining unit. Such limitations shall not deprive any member in the bargaining unit of his/her right of representation as provided by law or as established elsewhere in this Agreement.
- 3.6 All teacher/student communications obtained in confidence which may cause irreparable harm to the student involved need not be disclosed unless said disclosure is determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record unless such refusal is made in bad faith by the bargaining unit member.
- 3.7 During the period of a bargaining unit member's employment and thereafter, teachers shall have and retain all property and copyright interests in and to any book, lesson plans, article publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, or other creative or copyrightable work, written, composed, created, or devised by such bargaining unit member. Exception to the above shall be materials developed during working hours.
- 3.8 If the district considers it advisable or is required to participate in an accreditation process, the parties will confer for the purpose of determining how key committee chairs shall be appointed.

It is understood by both parties that all reports submitted must accurately reflect the concerns and viewpoints of the professional staff.

Monday, January 4, 1999

Classes Resume

Monday, January 18, 1999

Martin Luther King, Jr. Day - NO SCHOOL

Wednesday, Thursday, & Friday - January 20, 21, 22, 1999

Senior High School - Exam Schedule - Students dismissed by 11:00 a.m.
(Failure slips due by noon of the day following the exam)

Friday, January 22, 1999

Senior High & Elementary Schools - End of 2nd marking period & 1st semester
Middle Schools - End of 3rd marking period and 1st semester

Monday, January 25, 1999

Workday without students - Record keeping - No required meetings

Tuesday, January 26, 1999

Elementary - Report cards sent home with students
Middle and High Schools - Marking reports due by 9:30 a.m.
Second semester begins - all classes in session

Tuesday, February 2, 1999

Elementary:

A.M.	Professional development in-service
P.M.	Students in session

Middle & High School:

A.M.	Students in session
P.M.	Professional development in-service

Friday and Monday, February 12 and February 15, 1999

Mid-winter Recess - NO SCHOOL

Thursday, February 18, 1999

Senior High School - Close of mid-marking period

Thursday, February 25, 1999

Senior High School - Mid-marking period reports due by 9:30 a.m.

Week of March 1, 1999

Senior High School - Parent-Teacher Conferences
(First compensatory day is Friday, March 5, 1999, p.m. Second compensatory day, if needed, will be any half day of conference week except Friday at building discretion.)

Friday, March 5, 1999

Middle Schools - End of 4th marking period

Thursday, March 11, 1999

Middle Schools - Marking reports due by 9:30 p.m.

Week of March 15, 1999

Middle Schools - Parent-Teacher Conferences
(First compensatory day will be Friday, March 19, 1999, p.m. Second compensatory day, if needed, will be any half day during conference week except Friday at building discretion.)

Wednesday, March 24, 1999

Elementary - end of 3rd marking period

Thursday, March 25, 1999

A.M. Elementary teacher planning in buildings - no required meetings
P.M. Elementary students in session
(Regular day for middle and high schools)

Friday, March 26, 1999

Senior High School - End of 3rd marking period

Monday, March 29, 1999

Elementary - report cards available for building administrators

Week of March 29, 1999

Elementary Schools - Parent-Teacher Conferences

(First compensatory day is Friday, April 16, 1999, p.m. Second compensatory day, if needed, will be any half day of conference week except Friday.)

Thursday, April 1, 1999

Senior High School - marking reports due by 9:30 a.m.

Friday, April 2, 1999

Good Friday

A.M. Elementary - Teachers & students dismissed at 11:35 a.m.
Middle Schools - Students dismissed at 10:40 a.m.
High School - Students dismissed at 11:00 a.m.
P.M. **NO SCHOOL**

Monday, April 5 - Friday, April 9, 1999

Spring Recess - NO SCHOOL

Friday, April 23, 1999

Middle Schools - End of 5th marking period

Tuesday, April 27, 1999

Elementary:

A.M. Students in session
P.M. Professional development in-service

Middle & High School:

A.M. Professional development in-service
P.M. Students in session

Thursday, April 29, 1999

Middle Schools - marking reports due by 9:30 a.m.

Friday, May 7, 1999

Senior High School - Close of mid-marking period

Thursday, May 13, 1999

Senior High School - Mid-marking reports due by 9:30 a.m.

Friday, May 28, 1999

Hackley Day

A.M. Elementary teachers students dismissed at 11:35 a.m.
Middle Schools - Students dismissed at 10:40 a.m.
High School - Students dismissed at 11:00 a.m.
P.M. **NO SCHOOL**

Monday, May 31, 1999

Memorial Day - NO SCHOOL

Weeks of June 7 & 14, 1999

Elementary - Friday and Monday, June 11 & 14 1999

A.M. Students in school - Dismissal at 11:35 a.m.
P.M. Records Day - no students

Report cards sent home with students on Monday, June 14, 1999

Middle & High Schools - Thursday, Friday, & Monday
June 10, 11, & 14, 1999

A.M. Exams:
Middle Schools - Students dismissed at 10:40 a.m.*
High School - Students dismissed at 11:00 a.m.
P.M. Records Day - no students

NOTE: Elementary refers to grades Pre-K through 5.
Middle School refers to grades 6 through 8.
High School refers to grade 9 through 12.

*Middle School - Final exams, shall be optional at the discretion of the teacher.

HACKLEY PUBLIC LIBRARY
CALENDAR
1997 - 1998

Friday, July 4, 1997

Independence Day observance - Library closed

Monday, September 1, 1997

Labor Day - Library closed

Saturday, September 6, 1997

Continuation of summer hours - Library closed

Monday, September 8, 1997

Beginning of fall hours - Library closed

Wednesday, November 26, 1997

Library closed at 5:00 P.M.

Thursday, November 27, 1997

Thanksgiving Day - Library closed

Friday, November 28, 1997

Library Closed

Wednesday, December 24, 1997

Christmas Eve - Library closed

Thursday, December 25, 1997

Christmas Day - Library closed

Friday, December 26, 1997

Granted Day - Library closed

Library Calendar - Con't.

Wednesday, December 31, 1997

New Year's Eve - Library closed

Thursday, January 1, 1998

New Year's Day - Library closed

Friday, April 10, 1998

Good Friday - Library closed at 12 noon

Saturday, May 16, 1998

Library closed (if snow days have not been used)

Monday, May 18, 1998

Beginning of summer hours - Library open Monday-Friday

Friday, May 22, 1998

Hackley Day - Library closed at 12 noon

Monday, May 25, 1998

Memorial Day - Library closed

Hackley Public Library librarians shall receive one holiday at their option to be scheduled with the Director so that no more than one is absent at a time. The holiday may be taken in half day increments. Forty eight hours notice must be given.

HACKLEY PUBLIC LIBRARY
CALENDAR
1998 - 1999

Friday, July 3, 1998

In lieu of Independence Day - Library closed

Monday, September 7, 1998

Labor Day - Library closed

Saturday, September 12, 1998

Continuation of summer hours - Library closed

Monday, September 14, 1998

Beginning of fall hours - Library closed

Wednesday, November 25, 1998

Library closed at 5:00 P.M.

Thursday, November 26, 1998

Thanksgiving Day - Library closed

Friday, November 27, 1998

Library Closed

Thursday, December 24, 1998

Christmas Eve - Library closed

Friday, December 25, 1998

Christmas Day - Library closed

Saturday, December 26, 1998

Granted Day - Library closed

Library Calendar - Con't.

Thursday, December 31, 1998

New Year's Eve - Library closed

Friday, January 1, 1999

New Year's Day - Library closed

Friday, April 2, 1999

Good Friday - Library closed at 12 noon

Saturday, May 15, 1999

Library closed (if snow days have not been used)

Monday, May 17, 1999

Beginning of summer hours - Library open Monday-Friday

Friday, May 28, 1999

Hackley Day - Library closed at 12 noon

Monday, May 31, 1999

Memorial Day - Library closed

Hackley Public Library librarians shall receive one holiday at their option to be scheduled with the Director so that no more than one is absent at a time. The holiday may be taken in half day increments. Forty eight hours notice must be given.

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
Phone (616) 722-1602
Fax (616) 728-6335

LETTER OF AGREEMENT BETWEEN THE MCTEA AND THE BOARD OF EDUCATION

It has been mutually agreed upon by both parties that the following amended language to the Master Agreement shall be in effect for the Job Selection Meetings for the 1997-98, 1998-99, and 1999-2000 school years:

- (1) Article VI (6.7 A) - Grades 7-8 - major or minor in core curricular areas
- (2) Article VI (6.7 B) - Interview Positions
- (3) Article VI (6.4 C 2) - Board Protected Positions
- (4) Article VI (6.5) and Article VIII (8.2) - Reinstatement of Maximization

FOR THE MCTEA:

Ron Marks

PN chair

Date: 1/2/97

FOR THE BOARD:

Lynna Burt

Director of Human Resources

Date: 1/2/97

Muskegon Public Schools' Policy is to afford equal opportunity to all employees and applicants for employment regardless of race, religion, color, sex, age, national origin or handicap.

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



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349 W. Webster Avenue
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Fax (616) 728-6335

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

The Association agrees that the Board shall not be held responsible for any loss or damage to the Association, its members or any third parties, caused by implementation of Article 6.4, C.1. The Association shall indemnify the Board against, and hold the Board harmless from any and all claims, actions, suits, proceedings, damages, costs, expenses, and liabilities, including attorney's fees, arising out of, connected with or resulting from the implementation of said provision by the Association.

The Board agrees that the Association shall not be held responsible for any loss or damage to the Board, its employees, or any third parties, caused by implementation of Article 6.4, C.2. The Board shall indemnify the Association against, and hold the Association harmless from any and all claims, actions, suits, proceedings, damages, costs, expenses and liabilities, including attorney's fees, arising out of, connected with or resulting from the negotiation or implementation of said provision by the Board, including without limitation any claims alleging employment discrimination and breach of duty of fair representation.

FOR THE MCTEA:

Ronald March
PIU Chair

Date: 1/6/97

FOR THE BOARD:

Emma Burt
Director of Human Resources

Date: 1/6/97

ARTICLE IV

Professional Compensation

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

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

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

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
Phone (616) 722-1602
Fax (616) 728-6335

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

This Letter of Agreement shall be in effect from July 1, 1997 - June 30, 1999.

The Board and Association hereby agree to establish a committee composed of three (3) teachers and three (3) administrators to address Board policy to implement Site Based Decision Making and other mandates that would affect working conditions.

FOR THE MCTEA:

Ronald Mauck

PN chair

Date: 1/6/97

FOR THE BOARD:

Lemona Burt

Director of Human Resources

Date: 1/6/97

MUSKEGON PUBLIC SCHOOLS

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

This Letter of Agreement shall be in effect from July 1, 1997 - June 30, 1999.

The Board and the Association hereby agree to allow the staff at Bluffton School to deviate from contracted dates and times for elementary planning and professional development to meet the 181 day requirement mandated by the State for the 1997-98 school year, and the 182 day requirement mandated by the State for the 1998-99 school year.

FOR THE MCTEA:

Ronald March

PN chair

Date: 1/6/97

FOR THE BOARD:

Emma Burt

Director of Human Resources

Date: 1/6/97

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



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LETTER OF AGREEMENT BETWEEN THE MCTEA AND THE MUSKEGON BOARD OF EDUCATION (EFFECTIVE JULY 1, 1997 - JUNE 30, 1999)

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

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

FOR THE MCTEA:

Ronald Smoak
PN Chair

Date: 1/6/97

FOR THE BOARD:

Lionna Burt
Director of Human Resources

Date: 1/6/97

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



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

For the 1997-98 and 1998-99 school years the Alternative Program at Craig will be considered to be a part of Muskegon High School. Assignments to the Alternative Program at Craig will be based only on seniority and certification except by mutual agreement between the Association and the Board's representatives. Assignment to the Alternative Program at Craig will be made only for the following reasons: program elimination, program reduction, loss of student enrollment at the high school or for economic reasons. Assignments to the Alternative Program at Craig shall be made in the least disruptive manner possible.

FOR THE MCTEA:

Ronald March

PN chair

Date: 1/6/97

FOR THE BOARD:

Emma Burt

Director of Human Resources

Date: 1/6/97

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Fax (616) 728-6335

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

This Letter of Agreement shall be in effect from July 1, 1997 - June 30, 1999.

1. Six week marking periods shall be continued for 6th, 7th, and 8th grades. Mid-marking period reports will not be required.
2. Sixth grade teachers shall be offered the opportunity to team with other sixth grade teachers for various subject areas (i.e. math/science, language arts/social studies).
3. Members of each sixth grade team will determine the assignments of general education core academic subjects within their team. If a consensus cannot be reached for these assignments within the team, the building administrator will determine such assignments.
4. Efforts will be made to establish common times for 6th grade "specials" (Music, Art, & P.E.) which may then be used for team planning. Grades for these "specials" shall not be required. Library services for the 6th grade shall be available on the same basis as 7th and 8th grades.
5. The arrival time, departure time, lunch period, and conference times for the 6th grade shall be the same as 7th and 8th grades.
6. If funds become available to eliminate study halls for the 1995-96 school year, the parties shall meet to reach an agreement for implementation.

FOR THE MCTEA:

Ronald Smith
PN Chair

Date: 1/6/97

FOR THE BOARD:

Emma Burt
Director of Human Resources

Date: 1/6/97

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
Phone (616) 722-1602
Fax (616) 728-6335

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

This Letter of Agreement is contingent upon the currently proposed or newly developed waivers being approved and in effect from July 1, 1997 - June 30, 1999.

Special Education class size and caseload shall not exceed the Administrative Rules for Special Education established by the Michigan State Board of Education and/or any approved waivers. If ten school days after the official count date of a semester, the Special Education class size and/or caseload is not in compliance, the Special Education teacher will have the same relief options offered in Article IX, 9.1.D.2 (except e) and 3.

If the class size and/or caseload exceeds the above approved numbers by 3 students, an additional \$500 per semester will be given to the teacher to use at his/her discretion as described in Section 9.1D3a.

FOR THE MCTEA:

FOR THE BOARD:

Ronald March

Emma Burt

PN Chair

Director of Human Resources

Date: 1/6/97

Date: 1/6/97

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Muskegon Public Schools' Policy is to afford equal opportunity to all employees and applicants for employment regardless of race, religion, color, sex, age, national origin or handicap.

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
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LETTER OF AGREEMENT BETWEEN THE MCTEA AND THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be in effect from July 1, 1997- June 30, 1999.

Under certain emergency conditions and with certain approvals, secondary teachers may be paid the hourly adult education rate to substitute during their scheduled preparation and duty time.

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

FOR THE MCTEA:

Ronald Smith

PN Chair

Date: 1/6/97

FOR THE BOARD:

Emma Burt

Director of Human Resources

Date: 1/6/97

C:\WP60\PERSONNEL\COMPENSA.LOA

MUSKEGON PUBLIC SCHOOLS

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349 W. Webster Avenue
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Fax (616) 728-6335

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

This Letter of Agreement shall be in effect from July 1, 1997 - June 30, 1999.

The position of President of the MCTEA shall consist of a half-time teaching position and a half-time released position paid by the Board. The person in this combined position shall be treated by the District as a full-time teacher.

FOR THE MCTEA:

Ronald March

PN chair

Date: 1/6/97

FOR THE BOARD:

Lynna Burt

Director of Human Resources

Date: 1/6/97

C:\WP60\PERSONNEL\PRESIDEN.LOA

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
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LETTER OF AGREEMENT BETWEEN THE MCTEA AND THE MUSKEGON BOARD OF EDUCATION 1997/98 - 1998/99

1. Secondary teachers (grades 7-12 general education) will be assigned six class periods, a ten-minute student/teacher conference time, and a planning period of at least 45 minutes, with a maximum of 162 students. If ten school days after the official count date of each semester, the total number of students assigned exceeds 157 the teacher will receive overload compensation totalling \$1500 per semester for use by the teacher at his/her discretion as described in Section 3A of Article IX.D. This option will not go into effect if a student in excess of 157 is placed in the last two weeks of the semester. However, in no case shall a teacher have more than 162 students assigned after 10 days after the official count date. Excluded from six class periods will be teachers who travel between buildings, team leaders at the middle school, and other priority duties at the middle school as are mutually agreed upon. Those to be excluded from the high school will be five department heads, up to five other priority duties as determined by the principal, and other priority duties as mutually agreed upon. Any teacher assigned six classes will have no more than three (3) preparations per semester except where necessary to complete a schedule for that teacher, implement the curriculum of the school or at the teacher's request. No other duties will be assigned for teachers teaching six classes. Other class size maximums listed in the current Master Agreement shall remain in effect.
2. Secondary special education teachers (grade 7-12) will teach 6 classes, following the appropriate special education guidelines.
3. Recommended maximums for elementary teachers will be adhered to in determining assignments. In no case will an elementary teacher be assigned more than five (5) students more than the recommended maximums after the count dates unless mutually agreed.

Page 2.
Letter of Agreement

4. Table VII - Early Retirement (1999/00)
Package #1

1. a. No change.

b. The board shall pay the teacher such sums as follows:

- (1) For the first year, or portion thereof, a maximum of six thousand dollars (\$6,000) to be paid in twelve (12) equal monthly installments. Monthly payments will cease once 12 equal installments have been made, the month in which the retiree reaches sixty two (62) years of age, is eligible for Medicare, or dies; whichever comes first. Monthly payments shall begin within (30) days after his/her last workday of the year. Payments will be made through direct deposit.
- (2) For succeeding years, a maximum of four thousand dollars (\$4,000) to be paid in equal monthly installments until the month in which the retiree reaches sixty two (62) years of age, is eligible for Medicare, or dies; whichever comes first. Payments will be made through direct deposit.
- (3) A maximum of one thousand dollars (\$1000) to be paid in equal monthly installments to the retiree from the month the retiree turns sixty two (62) years of age until the retiree is eligible for Medicare or dies; whichever comes first. Payments will be made through direct deposit.

5. Same as #4 except \$7,000 and \$5,000 for 2000/01 school year.

FOR THE MCTEA:

Ronald March

PN Chair

Date: 1/6/97

FOR THE BOARD:

Emma Burt

Director of Human Resources

Date: 1/6/97

Article VI - Con't.

- 4.7 Advancement under the salary schedule for advance degrees shall become effective on September 1 or February 1, of each year provided that the teacher has, by September 30 or February 28, submitted sufficient evidence to the Human Resources Office of having completed the required academic professional courses. Teachers submitting such evidence after the above dates, provided such failure was caused by negligence on the part of the teacher, shall not be eligible for retroactive adjustments. Evidence may be in the form of grades, transcripts, or a letter from the registrar.

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



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349 W. Webster Avenue
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LETTER OF AGREEMENT BETWEEN THE MCTEA AND THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be in effect from July 1, 1997 - June 30, 1999. Due to the difficulties in obtaining substitute teachers, it has been mutually agreed upon by the Board and the MCTEA that any unused professional development days accumulated at the end of the 1996-97 school year, and for each subsequent year during the term of this Letter of Agreement, shall be carried forward as sick days. Those teachers who are retiring as of June 30, 1997 may add the professional days to their bank of sick days.

FOR THE MCTEA:

PNL CHAIR

Date: 3-17-97

FOR THE BOARD:

Director of Human Resources

Date: 3/17/97

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
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Fax (616) 728-6335

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

The parties agree that the mileage rate for teachers with intra-school assignments shall be 31 cents per mile. Such reimbursement to be provided according to the Administrative Manual. Such mileage rate will be paid for travel during the lunch period. The same mileage allowance shall also apply in those cases where teachers are requested to use their personal vehicles in carrying out official district responsibilities which have received prior approval.

FOR THE MCTEA:

Ronald March

PN Chair

Date: 1/6/97

FOR THE BOARD:

Lynna Burt

Director of Human Resources

Date: 1/6/97

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



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

The following concepts shall be included in the job description for the secondary vocal music staff and the secondary band staff:

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

FOR THE MCTEA:

Ronald March

PN chair

Date: 1/6/97

FOR THE BOARD:

Emma Burt

Director of Human Resources

Date: 1/6/97

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
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Letter of Agreement Between the MCTEA and the Muskegon Board of Education

This Letter of Agreement shall be in effect through June 30, 1999.

The Board and the Association hereby agree to allow the Infant Home Program staff and diagnostic staff to deviate from the normal work schedule in an attempt to meet the needs of the families who are currently being served by the District.

The MCTEA instructors shall add an additional one hour and five minutes to the workday on Monday and add one hour to the work day on Tuesday and Wednesday. Their workday on Friday shall end at Friday noon.

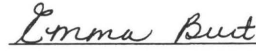
FOR THE MCTEA:



DN CHAIRPERSON

Date: 2-6-97

FOR THE BOARD:



Director of Human Resources

Date: 2/6/97

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
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Fax (616) 728-6335

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

This Letter of Agreement allows a deviation from the normal secondary work schedule as outlined in the Master Agreement. This deviation applies to MCTEA members employed in the Adult/Continuing Education Program.

1. MCTEA instructors employed in the Adult/Continuing Education Program shall work a four-day work week (Monday through Thursday). Members are free to leave five (5) minutes after the last scheduled activity of their week and the five (5) work days prior to Christmas.
2. Total number of paid days will be in accordance with the number of paid days for a regular school year teaching contract, as defined in the Master Agreement.
3. Total number of working days will be in accordance with the number of working days for a regular school year teaching contract, as defined in the Master Agreement.
4. Vocationally endorsed certified instructors who teach in a vocational training area within this program may work 8.5 hours per day, which includes a duty-free 30 minute meal period.
5. All other certified instructors who teach in this program shall work 7.3 hours per day, which includes a duty-free 30 minute meal period.
6. Available class periods for scheduling purposes include, but are not limited to, the following:

Vocational Instructors

9:00 a.m. - 12:00 p.m.
12:30 p.m. - 4:30 p.m.
5:00 p.m. - 8:00 p.m.
6:00 p.m. - 9:00 p.m.

Total contact time per day: 7.0 hrs.
Total contact time per week: 28 hrs.

Other Certified Instructors

9:00 a.m. - 12:00 p.m.
12:30 p.m. - 3:20 p.m.
5:00 p.m. - 8:00 p.m.
6:00 p.m. - 9:00 p.m.

Total contact time per day: 5.83 hrs.
Total contact time per week: 23.33 hrs.

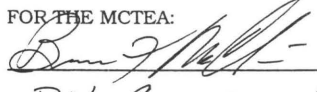
Page 2.

Adult/Continuing Education Program Letter of Agreement

7. A teaching schedule may include any combination of class time blocks as indicated in section 6., which total the appropriate number of contact hours per type of instructor.
8. A half day will consist of any assigned block of time consisting of between 2.83 hours and four hours.
9. Sick leave, personal leave and professional development days for morning, afternoon and evening assignments will equal one half day each.
10. Student Advisors shall work a 7.3 hour day, including a 30 minute duty free meal period. Advising schedules may vary from the above schedule through mutual agreement between the Administration and the MCTEA.
11. Vocationally endorsed certified teachers who work the extended day of 8.5 hours shall be compensated at 116.4% of his or her scheduled salary for the 1997/98 and 1998/99 school years.
12. Compensation will be provided for any paid holidays which fall on a Friday which is not a scheduled work day.
13. The work day shall consist of a 60 minute planning period, with the remaining work time being scheduled for classes.
14. Pay checks will be available at M-TEC at the end of the last individual work day of pay week, if not scheduled to work on normal payday.
15. The Adult/Continuing Education Program will be closed on the Muskegon Public Schools paid holidays and during the scheduled Christmas and Spring Break Periods. In addition, this program will be closed during the first two full weeks in July.
16. MCTEA members will be granted discretionary non-contract days (if calendar dictates) to be used at their option in addition to personal and professional development days as provided in the Master Agreement.

This Letter of Agreement is in effect for the 1997-98 and 1998-99 school year.

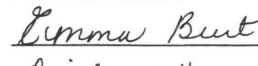
FOR THE MCTEA:



PN CHAIRPERSON

Date: 2-6-97

FOR THE BOARD:



Director of Human Resources

Date: 2/16/97

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MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
Phone (616) 722-1602
Fax (616) 728-6335

LETTER OF AGREEMENT BETWEEN MUSKEGON BOARD OF EDUCATION AND MUSKEGON CITY TEACHERS EDUCATION ASSOCIATION

The parties hereby agree that the hourly rate of pay for hourly employees, summer school staff or teachers involved in staff development workshops, will be as follows:

1997/98 school year \$20.89

FOR THE MCTEA:

Brian McElroy

PN Chair

Date: *7-14-97*

FOR THE BOARD:

Lynna Burt

Director of Human Resources

Date: *7/14/97*

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



Administration Building
349 W. Webster Avenue
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LETTER OF AGREEMENT BETWEEN THE MCTEA AND THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be in effect from July 1, 1997 through June 30, 1999. It has been mutually agreed upon by the parties to nullify the Letter of Agreement signed and dated January 6, 1997 which was an attempt to provide additional planning time for K-5 classroom teachers.

In order to provide some additional planning time and some form of break time for the K-5 elementary classroom teachers, the parties agreed to the following:

1. Require principals to allow teachers to share student recess in order to provide some break time.
2. Through the use of certified substitute teachers, each elementary teacher shall be regularly provided a forty-five minute planning period during the instructional day not to exceed fifteen (15) planning periods in a school year. The certified substitute teacher will be responsible to provide and execute lesson plans as directed by the classroom teacher. The classroom teacher will provide the sub with information regarding what should be taught at least three days prior to the scheduled planning period. Every effort will be made to schedule planning periods in weeks that are minimally four school days in length and uninterrupted by holidays, parent-teacher conferences, and previously scheduled planning days as per the Master Agreement.

FOR THE MCTEA

Brian J. Hall

P.N. Chair

Date: 7-14-97

FOR THE BOARD:

Timona Burt

Director of Human Resources

Date: 7/14/97

MUSKEGON PUBLIC SCHOOLS

Muskegon, Michigan 49440



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349 W. Webster Avenue
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LETTER OF AGREEMENT BETWEEN THE MCTEA AND THE MUSKEGON BOARD OF EDUCATION

This Letter of Agreement shall be in effect from July 1, 1997 through June 30, 1999.

It has been mutually agreed upon by both parties that Article 6.4 C should be amended by adding the following:

3. The positions exempted from layoff and displacement in Article 6.4 C 1 and 6.4 C 2 shall be defined as:
 - a. grade assignment or subject areas as appropriate (example: specials at the elementary level).
 - b. specific subject areas(s) (example: Math, English) at the secondary level.
 - c. category (example: speech pathologist) and specific class assignment (example: 3 LD math and 3 Life Skills) in special education.
4. Changes in positions exempted from layoff and displacement will be allowed for the following reasons:
 - a. A decrease in student enrollment causes the elimination of a section, or sections, within the exempted position.
 - b. A change of section, or sections, of an exempted position was necessary to prevent the layoff or displacement of another teacher.
 - c. An administrator has demonstrated, through evaluations, that the teacher in the exempted position is not adequately fulfilling the professional responsibilities of their exempted assignment.

Page 2.

5. Any changes to position exempted from layoff and displacement will require prior approval by the Association.
6. Any exempted position that is subsequently posted at the Job Selection Meeting will be posted in its original form provided the original classes continue to exist for the upcoming school year.

FOR THE MCTEA:

William Meunier
President MCTEA

Date: 9/5/97

FOR THE BOARD:

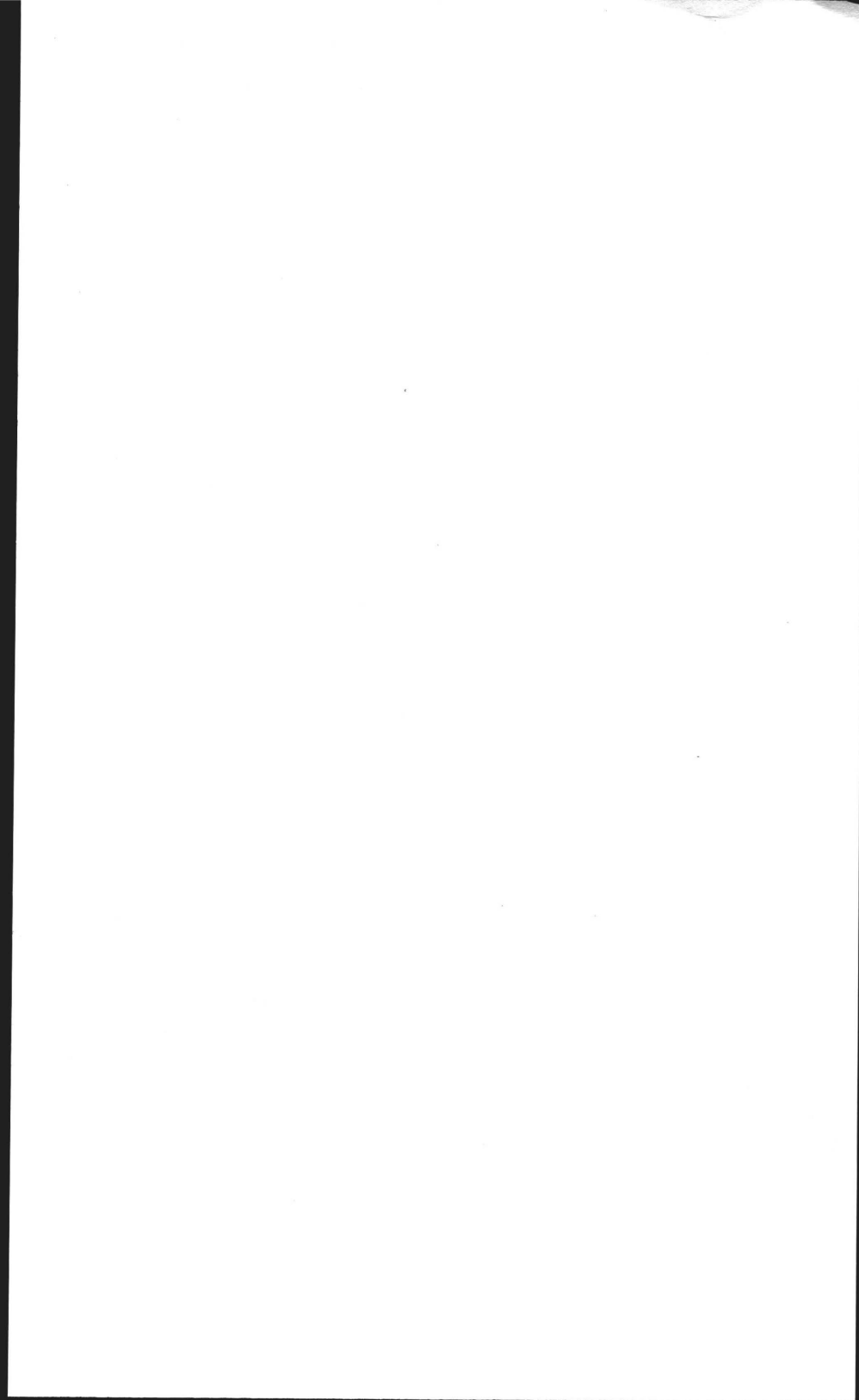
Donna Burt
Director of Human Resources

Date: 9/5/97

ARTICLE V

Teaching Hours, Loads, and Assignments

- 5.1 A. The workday for elementary teachers shall be from 7:45 a.m. to 3:25 p.m.
1. A work half day for elementary teachers shall be from 7:45 a.m. to 11:35 a.m., or from 12:00 p.m. to 3:05 p.m.
 2. The instructional day for elementary teachers shall be from 8:30 a.m. to 3:15 p.m.
 3. The instructional half day for elementary teachers shall be from 8:30 a.m. to 11:35 a.m. or 12:10 p.m. to 3:15 p.m.
- B. The workday for middle school teachers (6th - 8th grades) shall be from 7:35 a.m. to 3:10 p.m.
1. A work half day for teachers shall be from 7:35 a.m. to 11:00 a.m. or from 11:25 a.m. to 3:10 p.m.
 2. The instructional day for middle school teachers shall be from 7:45 a.m. to 2:25 p.m.
 3. The instructional half day for middle school teachers shall be from 7:45 a.m. to no later than 11:00 a.m.
 4. The time from 7:45 a.m. to 7:55 a.m. at the middle schools shall be for teacher/student conferences.
- C. The workday for high school teachers shall be from 7:35 a.m. to 3:10 p.m.
1. A work half-day for teachers shall be from 7:35 a.m. to 11:00 a.m. or from 11:25 a.m. to 3:10 p.m.
 2. The instructional day for high school teachers shall be from 7:35 a.m. to 2:15 p.m.
 3. The instructional half day for high school teachers shall be from 7:35 a.m. to no later than 11:00 a.m.
 4. The time from 7:35 a.m. to 7:45 a.m. at the high school shall be for teacher/student conferences.
- D. On the last day of each work week, and the five (5) workdays prior to the annual Christmas recess, teachers shall be allowed to leave (5) minutes following dismissal of classes. In cases where teachers have classes scheduled until 2:55 p.m., they may leave with dismissal of students.
- E. Variations in the above workday or instructional day for individual schools may be allowed subject to the following procedures:
1. The requesting party, (the Board or the Association), shall submit to the second party a written proposal. The proposal shall include the proposed change, rationale and proposed date of implementation.







2. The Board and its agent shall not submit any portion of its proposals to any member(s) of the bargaining unit prior to submitting it to the Association. The Board and its agents shall not interfere with the response of the Association to any request for variations. Any violation of this section shall result in automatic rejection of the request by the Association.
3. No variation shall be implemented without the prior approval of the Board and the Association.

5.2 Lunch periods, departure time:

- A. All teachers shall be entitled to a duty-free lunch period between 10:35 a.m. and 1:00 p.m. as follows:
 1. Elementary: Thirty-five (35) minutes in duration.
 2. Middle School: Thirty (30) minutes in duration.
 3. High School: Thirty (30) minutes in duration.
 4. The Board agrees to assume the responsibility for the hiring of sufficient non-teacher personnel to provide necessary supervision for students who remain at school during the lunch period or after school for transportation.
 5. Exceptions for a duty-free lunch period may be made for teachers of special education classes subject to the following emergency conditions:
 - a. The teacher and administrator mutually agree that the needs of the children, including the temporary inability of the non-teacher to provide necessary supervision, would be better served by the presence of the special education teacher.
 - b. When the teacher and administrator reach agreement as provided in 5 (a) above, the teacher may exercise any one of the following options to provide compensatory relief:
 - (1) Teacher stays with students during lunch but leaves at end of student day.
 - (2) Teacher and classroom assistant split lunch hour supervision duties and teacher leaves twenty (20) minutes before end of school day.
 - (3) Teacher assumes full lunch hour supervision but is provided with comparable time period either immediately preceding or following his/her normally scheduled lunch period. When this option is selected a teacher-designed activity shall be provided to the classroom assistant.
- B. Teachers shall make themselves readily available to students and parents until scheduled departure time. The teacher's consent as to time and date of meetings with students and/or parents should be obtained prior to the scheduling of such meetings. Teacher departure time may differ if permission is granted by the principal to leave earlier, or if the teacher is required to remain later to attend scheduled meetings as outlined in Section 5.3 of this Article.
- C. The Board agrees that there is a need for research, planning, meetings with parents, material gathering, consultation with specialists, and other professional activities. Therefore, teachers

Article V - Con't.

may leave their building or other place of assignment during their preparation period, provided that notification to the principal is made in advance. (If the principal or designee is unavailable, the teacher shall notify the principal's office.)

5.3 Meetings

- A. 1. Parent/teacher conferences shall be held in accordance with the following schedule:

ELEMENTARY:

Fall Three (3) afternoon and/or evening meetings
Spring Three (3) afternoon and/or evening meetings

Any elementary teacher whose class size the Friday prior to the week of conferences exceeds 27 full time students shall be provided an additional half day for conferences during the scheduled week of parent-teacher conferences. A substitute teacher will be provided.

MIDDLE SCHOOL:

Fall Three (3) afternoon and/or evening meetings
Spring Three (3) afternoon and/or evening meetings

SENIOR HIGH:

Fall Three (3) afternoon and/or evening meetings
Spring Two (2) afternoon and/or evening meetings

Specific combinations of afternoon and evening meetings for each building necessary to accomplish the above stated schedule shall be determined by a majority of the classroom teachers in consultation with the building administration. However, a minimum of one (1) Fall evening meeting, and one (1) Spring evening meeting with a maximum of two (2) shall be scheduled in each building. No more than three half days of school shall be missed due to any conference schedule.

When teachers attend evening parent/teacher conferences, they shall receive equivalent compensatory time on the last half day of that week and the last half day of the subsequent week(s), except as mutually agreed upon in the calendar. Except in the case of an emergency, a building administrator shall be in attendance and available for all parent/teacher conferences until all conferences are completed.

2. Teachers may be required to attend two (2) evening meetings (e.g., open houses, P.T.A., compensatory education parent meetings, etc.) per school year.
3. In cases where it is necessary to schedule evening meetings in addition to the two (2) provided above, teachers so affected shall receive equivalent compensatory time the last half-day of the last day of that week.
- B. Building administrators may schedule ten (10) general staff meetings per school year which extend beyond the school day, provided written notice of each meeting scheduled is given to each teacher in the affected building no later than thirty (30) hours in advance of the extended general staff meeting. Such meetings shall not extend more than a maximum of forty (40)

minutes beyond the contractual workday and are understood to be in addition to general staff meetings called during orientation week. Teachers having made commitments prior to receiving notification of such meetings for medical, dental or legal services shall be excused from attendance.

- C. No teacher shall be required to attend more than five (5) meetings in addition to those provided for in 5.3 (A), 5.3 (B), 5.3 (D) of this Article which extend beyond the school day. Teachers having made commitments prior to receiving notification of such meetings for medical, dental or legal services shall be excused from attendance. Notice of these meetings shall be given no less than thirty (30) hours in advance.
- D. Every effort shall be made to schedule Individualized Educational Planning Committee (IEPC) meetings during regular working hours. Where this is not possible, however, teachers attendance shall be required. Teachers shall receive notification five (5) calendar days in advance of such meetings. When such meetings extend beyond the established working hours, professional staff involved in such meetings shall receive equivalent compensatory time either before or after the student day within the next ten (10) working days.
- E. IEP Annual Reviews shall be scheduled whenever possible during the regular workday as follows:
 - 1. Before and after the student day.
 - 2. During Parent-Teacher Conference time, teachers will schedule Parent-Teacher Conferences allowing, if possible, some blocks of time for routine IEP annual reviews.
 - 3. If after spring Parent-Teacher conference, a teacher has at least four (4) IEP annual reviews remaining, attempts should be made to schedule these on one day, using:
 - a. Student release time (based on excess hours above state aid requirements)
 - b. If no student release time is available, a substitute shall be provided.
- F. Teachers who are members of the Board of Directors or the Executive Committee or teachers who have business to conduct at regularly scheduled M.C.T.E.A. meetings, shall be excused from meetings called by administrators which conflict with the regularly scheduled M.C.T.E.A. meetings.

5.4 Elementary Planning Time

- A. An elementary teacher may use for preparation all the time during which his/her class is receiving instruction from special subject teachers (i.e. art, music, physical education and library). If it becomes necessary to procure a substitute for the special subject teacher, the elementary teacher regularly assigned to the classroom may be requested and is strongly urged to provide assistance to the substitute, when needed. If, after making every attempt to do so, the Board is unable to procure a substitute, the regular classroom teacher shall be responsible for the students so affected, but shall be free to take equivalent compensatory time either before or after the student day within the next five (5) school days at the teacher's discretion. In addition, if the teacher works with the substitute teacher for the special subject teacher, equivalent release time shall be granted in accordance with the preceding sentence.

- B. The PPI and Pre-Kindergarten teacher's work week will consist of five (5) student class days except the third Wednesday of each will be a non-student attendance day. During this time, individual preparation and planning (no required meetings) will take place. Four additional half days will be scheduled by the program administrator(s) for the purpose of individual and/or program planning. In addition, two half days for individual preparation and planning will be scheduled by the program administrator(s).
- C. Full time regular elementary and pre-school classroom teachers shall be provided with a minimum of five (5) fifty (50) consecutive minute planning periods per week. Half-time elementary and pre-school teachers shall be provided with a minimum of five (5) thirty (30) consecutive minute planning periods per week. The building principal may use one (1) of the aforementioned periods every two (2) weeks for a staff meeting, provided that affected staff members are notified forty-eight (48) hours in advance. A planning period of at least forty-five (45) minutes will be guaranteed on any half day scheduled for school improvement or professional development. These provisions shall be limited only by meetings scheduled as per Article 5.3. In addition, all teachers may also use for preparation, such time as is specified in Section 5.4 (A) of this Article. The Board further agrees that such special subject teachers (e.g. art, music, physical education, library, etc.) and special education teachers shall be entitled to receive, within the school day, equivalent preparation time. Periods of less than thirty (30) minutes in duration shall not be included in computing preparation time. It is specifically understood by both parties that specialists in such areas as Learning Disabilities, Speech Therapy, Social Work, Psychology, Hearing Impaired, etc., are entitled to equivalent planning time and may incorporate the same into their schedules.
- D. In the event conditions arise which would cause discontinuance of service provided by special subject teachers, wholly or in part, the following shall apply:
 - 1. Full time regular elementary and pre-school classroom teachers shall be provided with a minimum of five (5) fifty (50) consecutive minute planning periods per week. Half-time regular and pre-school classroom teachers shall be provided with a minimum of five (5) thirty (30) consecutive minute planning periods per week. The building principal may use one (1) of the aforementioned periods every two (2) weeks for a staff meeting provided that the affected staff members are notified forty-eight (48) hours in advance. The aforementioned provisions shall be limited only by the applicable portions of Article V, Sections 5.3 A., B., and C.
 - 2. In addition to such planning periods as mentioned immediately above, regular elementary classroom teachers shall also be entitled to two (2) half school days each semester with such half-days being scheduled the afternoons immediately prior to parent-teacher conferences. The half-day planning periods as described in this section shall be added to the calendar as below:
 - a. If one (1) or two (2) subject areas are discontinued, one (1) half-day shall be added to the calendar each semester.
 - b. If three (3) or more subject areas are discontinued, two (2) half-days shall be added to the calendar each semester.

5.5 The weekly teaching load in the secondary schools will be twenty-five (25) teaching periods or their equivalent, and five (5) supervised study periods or five (5) assigned duty periods other than a teaching period, (unless voluntarily agreed upon by the teacher and the principal)*, and five assigned preparation periods. A planning period of at least forty-five (45) minutes will be guaranteed on any half day scheduled for school improvement or professional development.

A. Each teacher shall be required to have a study hall or other assignment each semester. These assignments shall be made in the following manner: each duty designated as a priority duty in (a.) below.

a. Priority duty list for high school and middle schools:

(1) Middle Schools:

	<u>Bunker</u>	<u>Steele</u>
Instructional Improvement	2	2
A-V Coordinators	1	1
Counseling Related	2	2
Itinerant Travel	--	--

An additional five (5) priority duties may be established at Bunker.

An additional ten (10) priority duties may be established at Steele.

(2) Senior High:

Yearbook Coordinator (1)
Drama Coordinator (1)
Keyhole Coordinator (1)
Faculty Manager (1)
Industrial Arts Department Chairperson (1)
Science Department Chairperson (1)
Business Department Chairperson (1)
Math Department Chairperson (1)
Social Studies Department Chairperson (1)
Language Arts Department Chairperson (1)
Suspension Room Coordinator (1)
Radio Coordinator (1)
Food Purchasing (1)
Hospital Coordinator (1)
Special Education Coordinator (1)
Coordinator of Course Descriptions (1)
Coordinator of Class Selections (1)
Coordinator of Student Records (1)
Coordinator of Standardized Testing (1)
Lunchroom (4 Maximum)
Itinerant Travel

* In no event shall the implementation of this provision cause the full or partial displacement or layoff of bargaining unit members.

- b. A principal may leave a priority duty assignment vacant.
- c. Any additions to or deletions from the priority duty lists shall be made only by the mutual consent of the Board and the MCTEA.
- 2. Second, teachers not assigned in "1." above shall be assigned to each scheduled study hall, so that at least two teachers are assigned to each scheduled study hall, when possible. The MCTEA and the Board will meet to review the schedules for each building to maximize the implementation of this provision.
- 3. Third, teachers not assigned in "1." or "2." above shall be assigned to a duty at the discretion of the principal.
- 4. Supervision of shared study halls shall be organized such that at least one of the teachers is present in the study hall at all times. Such schedule of supervision shall be mutually agreed to by the teachers involved. The other(s) shall be permitted to leave the study hall to pursue professional teaching responsibilities such as planning, research, meetings with parents, material gathering, consultations with specialists, and other activities.
- 5. No teacher shall be assigned to a one (1) teacher study hall more than two (2) semesters out of any four (4) consecutive semesters.
- 6. No more than thirty (30) students shall be assigned to any study hall.
- 7. Lunchroom duties shall be voluntarily agreed upon in writing by the teacher prior to their assignment to those duties by a principal.
- B. Duty assigned in place of supervised study periods shall be limited in the Middle Schools to the same assignment for no longer than one (1) semester every two (2) years, and the Senior High for no longer than one (1) semester every year. However, the teacher and principal may mutually agree in writing to extend the duty on a semester to semester basis.
- C. 1. No teacher will have more than three (3) different preparations per semester, except where necessary to complete a schedule for that teacher, implement the curriculum of the school or at the teacher's request. (The Association shall be notified prior to additional preparation(s) being assigned. Such notification shall include the reason(s) for the additional preparation(s).) It is understood that different student ability levels (e.g. high, average, low), and different levels of instruction in the following areas do not constitute different preparations:
 - a. 7th grade English.
 - b. 8th grade English.
 - c. 9th grade English.
 - d. A foreign language.
 - e. Vocal music.
 - f. Instrumental music.
 - g. Art.
 - f. Physical Education.

Should problems or questions arise regarding a specific situation pertaining to a number of preparations for a given teacher, the parties shall confer for the purpose of obtaining a mutually satisfactory solution.

2. Exceptions to the three (3) preparations limit are Special Education and Adult Education and Adult Education programs such as GED, ABE and similar type programs.
 3. No traditional Adult High School Completion* teacher shall be assigned to more than two (2) different subject fields per semester. A subject field shall be defined as a general area e.g. Business, Social Studies, Language Arts, etc.
- 5.6 Variations in the above weekly teaching load may be requested by teachers and administrators of individual secondary schools for innovative purposes. Such variations must be planned within the framework of established teaching hours and be subject to mutual prior approval by the Board and the Association.
- 5.7 All teachers shall be required to have on file with the principal of each building to which they are assigned, five (5) unused daily lesson plans, comprehensive enough for a substitute's use. "Unused" is defined as not having been taught before during a given semester to the assigned student(s) unless such plan, after necessary revision as determined by the teacher, is again being utilized for purposes of reinforcement.
- It is specifically recognized by the Board that teachers shall not be required nor requested to adhere to any lesson plan requirements other than those outlined herein. All teachers shall make available to substitute teachers a recommended time schedule of activities and some means of identifying students assigned to their classes, such as seating charts, student name tags, names on desks, etc.
- 5.8 Teachers who will be affected by a change in teaching assignment for the coming year shall be notified by April 15 of the current school year. For the purposes of this agreement, a change in teaching assignment shall be defined at the elementary level as a full or partial change in grade level within a school and on the secondary level as a full or partial change in subject area within a school. In cases where changes become necessary after this date, teachers so affected shall be promptly notified in writing. Notice of such change shall be directed to the last address on file in the Human Resources Office.
- Barring unforeseen circumstances, the following will apply. All teachers will be notified of their building, room, duty/study hall, and teaching assignments by April 15. At the high school, duties without specific hours will be assigned by April 15th, and duties for which the specific hour has not been determined will be assigned and notified as soon as the master schedule is completed and open hours are identified but no later than August 15.
- Itinerant teachers will be notified of their tentative schedules and building assignments by April 15. Such schedules and building assignments shall be finalized as soon as building enrollments and class sections to be served can be determined.
- 5.9 A. The assignment of student teachers in the district shall be only with the consent of the classroom teacher. The total number of student teachers shall be limited to seven (7) percent of the number of Association members. The Association shall be provided with a list of student teacher placements as they occur.

*The Traditional Adult High School Completion program is one in which the student earns credits towards a regular high school diploma.

- B. The hiring of special education interns shall be subject to the following provisions:
 - 1. Teachers with prior service in the Muskegon Public Schools shall be given first preference for intern positions.
 - 2. The Association shall be provided with a list of special education intern placements as they occur.

5.10 Inclement Weather

- A. 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 or other means as soon as this can reasonably be accomplished. Every effort will be made to publicly announce the decision to cancel or delay school by 6:45 a.m. When schools are closed due to weather conditions or other "Acts of God," teachers shall not be expected to report for work.
 - 1. The Board shall give consideration to road hazards, availability of parking and other conditions in scheduling teacher arrival and departure time.
 - 2. Should weather conditions cause the closing of schools during the school day, teachers shall remain in school until the students, under the direction of the teacher, have left school and no further safety measures can be rendered by the teacher.
 - 3. When schools are open and teachers are unable to report for work because of severe inclement weather or an "Act of God" or their health and safety are threatened by attempting to report, these teachers may utilize a personal leave day without the required prior notice being given. If personal leave days are exhausted, up to two (2) sick days may be used. Any additional problems may be presented to the Director of Human Resources for consideration.
- B. If school days are lost during a school year on a district-wide basis due to weather conditions or "Acts of God," the following procedure for determining days to be made up shall be followed:
 - 1. To meet the 180 day State of Michigan requirement, the first make-up day shall be considered to be the 181st day as scheduled in the yearly calendars in the Master Agreement. The second and third make-up days shall be those granted by State Statute.
 - 2. If additional days must be made up, they shall be made up according to the following:
 - a. If there are four or more lost school days prior to five (5) school days before the scheduled Mid-Winter Break, the second lost day shall be made up as a full day on the Monday of the scheduled Mid-Winter Break.
 - b. If there are five or more lost school days prior to five (5) school days before the scheduled Mid-Winter Break, the second and third lost days shall be made up as full days on the Friday and Monday of the scheduled Mid-Winter Break.

- c. If lost school days did not occur in time for (a.) or (b.) to be implemented, or there are more lost days than can be made up during Mid-Winter Break, the days will be made up in 1/2 day units during the last scheduled week of school in the school calendar.
 - 1. Wednesday afternoon with students (Friday becomes a 1/2 day with students). (Makes up one day).
 - 2. Wednesday and Thursday afternoon with students (Friday and Monday become 1/2 days with students). (Makes up two (2) days).
- d. In the event there are still days to be made up beyond those made up in the procedure stated above, representatives of the Board and the Association shall meet within ten (10) school days of knowledge of the problem to negotiate how such days and/or hours will be made up. If agreement on how the days and/or hours shall be made up is not reached within fifteen (15) school days, the issue shall be immediately referred to expedited arbitration.
- e. If school days are lost in an individual building due to weather or "Acts of God," the following criteria must be followed:
 - 1. If the closing of the building affects the student population such that there is a loss in State Aid the provision in B above shall be followed. No teacher shall be required to report for work on such days.
 - 2. If a building closure occurs that does not affect the student population such that there is a loss in State Aid, the following provisions shall apply:
 - (a) When possible, those people in affected building(s) shall be notified, in a timely manner, to not report for work, or to report to another location in the District for teacher planning.
 - (b) If the cause of closure occurs after the start of the school day those people in the affected building(s) shall be allowed to leave, or report to another location in the District for teacher planning, according to the discretion of the Board.
 - (c) In the above occurrence the affected teachers shall not be assigned to other duties in other buildings.
 - (d) Teachers shall not incur a loss of time or pay due to the closure of a building(s).
- f. In the event the State Aid reimbursement attendance requirements are changed; Article V, Section 5.10 B shall be immediately subject to negotiation.

- 5.11 A. The hours of work for the teachers working at the Hackley Library shall be according to the following shift times:
1. 8:30 a.m. to 5:30 p.m.
 2. 9:00 a.m. to 6:00 p.m.
 3. 12:00 p.m. to 8:00 p.m.
- B. Teachers will be entitled to a lunch period of one (1) hour in accordance with the schedule of lunch periods for the library.
- C. A coffee break of fifteen (15) minutes shall be permitted each morning and afternoon.
- D. The work week of full time teachers at the Hackley Public Library shall be thirty-eight (38) hours worked in five (5) days over a six (6) day period. (Monday-Saturday.)
- E. Teachers at the Hackley Public Library shall not be required to work more than two (2) evenings per week, unless an emergency arises, as determined by the Director.

5.12 Itinerant Teachers

- A. The last day(s) of each school year when an itinerant teacher would ordinarily have students assigned, shall be used as workday(s) without students for the purpose of maintenance and clean-up of the associated teaching materials. This workday shall be allowed in each building where the itinerant teacher is assigned. At no time shall the clean-up time exceed the weekly assigned time in the building.
- B. Itinerant teachers shall not be assigned more than one preparation of one hallway bulletin board in a building per year. Scheduling will be done to preclude more than one assignment at any given time.
- C. Travel time for itinerant teachers shall be planned so that there is sufficient time for travel without infringing upon the forty (40) minute lunch period.
- D. Itinerant teachers shall not be required to attend building meetings unless specifically requested to attend by the building principal.
- 5.13 Teachers shall be released from their regular duties without loss of salary for one half day the first semester and one half day the second semester for the purpose of attending in-service training meetings for improving teacher effectiveness, sponsored by the Association. The program for such meetings shall be given to the Superintendent or his/her designee fifteen (15) days prior to the scheduled meeting. Nonattendance at such meetings, as provided for above, shall be considered just cause for loss of salary. A sign-in procedure or some appropriate monitoring device shall be employed to verify the attendance of individual bargaining unit members. Hackley Public librarians are encouraged to develop a section of the in-service to deal with library concerns.

ARTICLE VI

Reductions in Personnel, Seniority and Recall

- 6.1 For the purposes of this Article, a "displaced" teacher is one employed by the Board, but not yet assigned to a particular position in the district for which he/she is certified and qualified because of a partial reduction or complete elimination of the teacher's bargaining unit position.

Personnel reduction or layoff shall mean a reduction in the bargaining unit staff because of program elimination, program reduction,* loss of student enrollment, for economic reasons or consolidation of the school district with one (1) or more other school districts.

6.2 Notification to Association

- A. The Association will immediately be notified by the Board or its designee whenever serious consideration is being given layoff or displacement.
- B. Prior to the implementation of any reduction of bargaining unit positions, the Board shall confer with the Association over layoff alternatives. Such alternatives, by way of illustration but not by limitation, shall include unpaid leaves, severance bonuses, job sharing, and voluntary relinquishment of seniority.
- C. The Association shall immediately be notified by the Board when the specific position(s) and/or teacher(s) to be affected by the proposed layoff or displacement has been identified. Such notification shall include the reason(s) for the proposed action and the proposed time schedule for implementation.
- D. The Board agrees to provide to the Association, upon request, all relevant data used in determining the need for a reduction of teaching personnel. Within five (5) school days of receipt of said data, the Association may, at its discretion, submit written, alternative suggestions to action being considered. The Board shall, within five (5) school days of receipt of said suggestions, respond in writing to each suggestion. Five (5) members of the Association leadership, upon request, shall be provided an opportunity to meet with five (5) members representing the Board, of which at least three (3) shall be elected members, within five (5) school days of the receipt of the Board's response to Association suggestions, to consider any and all final recommendations.
- E. No reduction of bargaining unit personnel shall be put into effect until the above process has been fully completed. The exception to this would be the minor changes in staffing that could occur at the beginning of the school year due to fluctuations in building and program enrollment.
- F. In any case of displacement and/or layoff, the Director of Human Resources shall notify the Association in writing not less than forty-eight (48) hours prior to the notification of the individual teacher of their impending layoff and/or displacement.

*Provided that such elimination or reduction is for reasons other than to discriminate against an individual teacher or teachers.

6.3 Notification to teachers

- A. Any teacher who is to be laid off or displaced will be so notified in writing thirty (30) calendar days prior to the effective date of the layoff.
 - B. If a position is to be reduced or eliminated, the teacher occupying that position shall have the right to displace the least senior teacher occupying a position for which that teacher is certified and qualified to fill. Such displacement or layoff shall take place in the following order:
 - 1. First, the least senior teacher in the same grade level (pre-school - 6), department, or program in the same building as the position that is being reduced or eliminated.
 - 2. Second, the least senior teacher (other than those in 1. above) in the same building as the position that is being reduced or eliminated. The following programs housed in two (2) or more buildings shall be treated as units for the purpose of this Article -
 - a. Froebel El High School and Youth Home.
 - b. Adult Education Program.
 - c. The following district wide programs shall be defined as units:*
- Alternative Education (High School & Middle School)
Content Area Specialists (Reading, Math, Schoolwide and Reading Recovery)
Social Workers
Teachers of speech and language impaired
Teacher/Consultants - Special Education (total assignment)
Occupational Therapists
Physical Therapists
Psychologists
Teachers of the hearing impaired
Teachers of physical or otherwise handicapped impaired
Teachers of autistic impaired
Centralized elementary EI
Centralized secondary EI
Audiologists
Orientation mobility specialists
Other classroom special education teachers such as EI, LD, MI, & SLI**

*This is to clarify the intent and past practice of the parties regarding the implementation of this Article.

**For example, in any building, where there exists any combination of classroom teachers with certifications such as EI, LD, MI, or SLI and a position is to be reduced or eliminated, the teacher occupying that position shall have the right to displace within the building the least senior teacher within the special education areas discussed above. That displaced teacher would then be displaced from the building and participate in the job selection process.

Elementary compensatory education except EDK
Pre-kindergarten (PPI)
Elementary librarians
Elementary physical education
Elementary vocal music
Elementary art
Secondary librarians
Secondary vocal music
Secondary band
Secondary orchestra
Counselors
Coordinators (co-op and special needs)
Any other programs mutually agreed upon.

3. Third, the displaced teachers shall fill open positions, with the most senior displaced teacher selecting first and so on, until all open positions have been filled. These positions shall be filled in the following manner:
 - a. Officials of the MCTEA and the Administration shall meet to -
 - (1) Identify all current open positions and certifications and qualifications required for each.
 - (2) Identify any displaced teachers who have special or limited certification which might limit their choices or cause them to be placed out of the order of seniority.
 - (3) Honor as many voluntary transfer requests, as possible, by those teachers who have more seniority than the most senior displaced teacher. These placements will be done by seniority. Secondary and elementary shall be considered separately.
 - (4) Establish times, dates, and necessary procedures for meetings required below.
 - (5) Deal with any mutual concerns.
 - b. Separate meetings shall be held for elementary, secondary and special education displaced teachers. These meetings will be attended by MCTEA officials, displaced teachers, and representatives of the administration. At each meeting the following shall occur:
 - (1) Information on all current openings and the certification and qualifications for each opening shall be presented.
 - (2) Teachers shall be advised as to the jobs they are certified and qualified to fill. All selections will be tentative pending the third meeting.

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- (3) On the basis of seniority, teachers will make a selection and be asked to put it in writing. Voluntary transfers will be included at this time according to seniority.
- (4) The meeting with displaced teachers shall take place at least five (5) full workdays after May 1, during the first two (2) weeks of May in each year of this contract.
- (5) Notification of assignments for the next school year shall be made to all staff before April 15.
- (6) All available positions must be posted in all buildings and the Human Resources Office by April 15 of each school year.
- (7) Bargaining unit members who elect half-time positions will be allowed to bid for a position for which they are certificated and qualified* at the job selection meeting based on their seniority provided that it does not cause the layoff of another bargaining unit member who is a tenured teacher. Such members who desire to return to full time shall notify the Human Resources Office in writing by March 1.
- (8) All transfer requests and requests to return from leave must be filed in writing with the Human Resources Office by April 30 of each school year.

All displaced teachers shall be notified at least five (5) days prior to the meeting. Teachers who do not attend the meeting shall forfeit their selection and will be placed in a position agreed to by the Association and the Administration.

- c. Officials of the Association and the Administration shall meet to review selections to assure that no selection excluded a displaced teacher from being placed in a position. This meeting shall take place within three (3) days of the general meeting. If the displacements take place during the school year, the meeting shall take place at least two (2) days before the changes are to occur. Actual job placements will be made at this meeting and the appropriate teachers notified within forty-eight (48) hours.
- d. Vacancies which occur after the date of the meetings established in (b.) above, shall first be filled from the recall list.
- e. Vacancies which occur and are filled after the job selection meetings shall be included in the list of available positions for the following year's job selection meetings. All of these listed positions shall be filled by the first day of the following school year, according to the procedure established in b. and c. above.
- f. Jobs left over from the current meeting shall be filled with new hires and not posted.

*Qualified as referred to in Article VI.

- g. If there is a vacancy and there is no one on layoff, or if any teacher on layoff is not certified to fill that vacancy, then that vacancy shall be immediately posted and filled with a new hire for the remainder of that school year. That position shall be included in the next job selection meeting.
- C. When seniority is equal between or among teachers, ranking (for the purpose of this Article and Article VIII) of those teachers shall be determined in accordance with the following criteria:
 - 1. Additional professional service in the district for which seniority does not accrue, excluding time for administrative service. This shall mean (1) any prior professional service with Muskegon Public Schools as a contracted employee (excluding time for administrative service). This service was interrupted so that seniority started over upon being rehired. (2) Any long-term substitute teaching and/or other substitute professional service of twenty-one or more consecutive days in the same position for which compensation was paid at the rate contained in the salary schedule.
 - 2. Years teaching experience outside the district.
 - 3. Earned credit hours beyond the Bachelor Degree level.
 - 4. Drawing of lots.
- D. The above layoff/displacement procedure and the recall procedure shall not cause the involuntary assignment or transfer of a teacher into a special education position unless the teacher is certified for said special education position.
- E. No position in the bargaining unit shall be created, vacated, altered or filled in such manner as to discriminate against any teacher.
- F. Teachers who participate in the job selection procedure, as outlined in section b.(3) of this Article, shall remain in the selected position, unless said position is eliminated as per this Article.

6.4 Seniority

- A. Seniority shall be computed from the most recent date of hire in the bargaining unit and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Seniority will begin to accrue as of the first day of actual service in the district. Time spent on leave or full or partial layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. The district shall prepare and present to the Association a current seniority list of bargaining unit members prior to September 30 of each year. Accompanying the name of each teacher on the list shall be the date of last hire in the bargaining unit and each teacher's certification and assignments.
- B. For the purposes of this Article, seniority for administrative personnel returning to the bargaining unit shall be determined as follows:
 - 1. All personnel appointed to administrative posts after June 30, 1977, shall only be credited with seniority as follows:

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- a. Full credit for all teaching and administrative experience earned within the district up to, and including, June 30, 1977.
- b. Full credit for all teaching experience earned after June 30, 1977 prior to the date of administrative assignment.
- 2. If the administrator returns to a teaching position, he/she will retain seniority earned prior to the administrative assignment (a & b above) and continue earning seniority from date of return.
- 3. Any break in service, exclusive of approved leaves, as a teacher and/or administrator from Muskegon Public Schools will nullify any seniority rights with the district within the MCTEA.
- C. 1. For the purposes of this Article, twelve (12) Association officials selected by the Association Board of Directors, shall be exempted from layoff or displacement procedures, provided they are certified and qualified to perform needed assignments.
- 2. The Board may also exempt from layoff or displacement procedures, eight (8) bargaining unit positions each year. Four (4) positions shall be named by April 15 of each year for the next year. The other four (4) positions shall be named by May 1 of each year for the next year.
- D. Notwithstanding any provision contained in this Article, probationary teachers with the least number of years of service in the bargaining unit shall be laid off first, provided there are remaining certified and qualified tenured teachers to replace and perform the assigned duties of such laid off teachers.
- E. The Association will be promptly notified, in writing, of any changes in employment in the district which affect seniority listings. The Director of Human Resources or a designee will, at all times, have in the office a current list which will be available for inspection during regular working hours by any teacher and/or the Association.

6.5 Recall Procedures

- A. Teachers on layoff shall be recalled in the order of the most seniority, provided the teacher is certified and qualified for the vacancy. No teachers shall be employed by the Board while there are teachers of the District who are laid off, unless there are no laid-off teachers who are certified and qualified to fill the vacancy. The Board and the Association recognize that effecting the involuntary transfers of teachers to other positions or vacancies, so as to create a position or vacancy for which a laid-off teacher is certified and qualified is a proper tool for use in attempting to achieve, when possible, the maximum reemployment of laid-off teachers.
- B. The refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights. Also, reduction of a position by the Board from full to part-time shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of a recall to a full-time position.
- C. The Board shall give written notice of a recall from layoff by sending a certified letter to the teacher, with a copy sent to the Association President. The Board may rely upon the last address shown on its personnel records. If there is no acceptance of the recall to the vacancy within five (5) working days from the time of receipt of the notice, the right to the vacancy shall be forfeited.

- D. Changes in a teacher's certification after August 15th following layoff (or leave of absence) shall not permit the teacher to be recalled for the forthcoming year by causing the layoff of another teacher unless all of the following conditions have been met:
 - 1. The teacher has notified the Human Resources Office on, or before, August 15th that a change in certification is anticipated.
 - 2. On, or before, August 15th the teacher shall have begun any class needed to complete the requirements for a change in certification.
 - 3. The teacher shall have completed all requirements for a change in certification prior to the first full day of student attendance in the position to be occupied by the teacher.
- E. Nothing in this Article shall be interpreted to deny employment rights mandated by higher state or federal statutes, rules or regulations.
- F. Any teacher under a valid teaching contract to another school district other than the Muskegon Public Schools at the time of recall shall so inform the Board within five (5) working days of receipt of the notice of recall. Said teacher shall then be by-passed for the recall and shall maintain his/her position on the recall list for subsequent openings.

6.6 Rights of Laid-Off Teachers

- A. While on layoff, a teacher will have the option to remain an active participant in selected fringe benefit programs by contributing thereto the full amount for such coverage as provided in Article XIII of this Agreement. Monies for coverage may also be paid in equal monthly installments, but such installments shall be forwarded to the Board in sufficient time to allow the Board to meet payment procedures as determined by the insurance carrier. Failure to forward the installments in a timely manner may result in cancellation of the insurance plan.
- B. Teachers on layoff shall be offered substitute teaching positions before such positions are offered to other teachers. When possible and practicable, such positions shall be offered to laid-off teachers on a rotating basis.
- C. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave, credits toward unpaid leaves, eligibility and seniority shall be restored to the teacher upon his/her return to active employment, and the teacher shall be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's years of experience and degree(s). Salary increments and longevity shall not be earned during layoff.
- D. Those teachers certified on an annual basis, or whose certification may otherwise lapse due to being on layoff, shall be considered to be certified for the purposes of this Article, provided that they can become certified upon being actively employed.
- E. A tenure teacher who is laid off shall be retained on the recall list until such time as:
 - 1. The teacher is recalled.
 - 2. The teacher resigns.
 - 3. The teacher's employment with Muskegon Public Schools is terminated for just cause.

- F. A probationary teacher who is laid off will remain on the recall list for three (3) years after the effective date of layoff. Said teacher may remain on the recall list beyond three (3) years by notifying the Human Resources Office no later than April 1 of each year of his/her desire to remain on the recall list.

A probationary teacher shall have a total of no more than five (5) consecutive years on the recall list.

6.7 Qualifications

- A. In addition to seniority, qualifications shall, for the purposes of this Article, be defined as follows:

<u>Program or Position</u>		<u>Qualifications</u>
Pre-school - 6th grade		State certification
Specialized Itinerant Teachers of:	Vocal Music, Instrumental Music, Art, Library, and Physical Education	Major, Minor or graduate degree in the field
Grades 7-8		State certification*
Specialized Grades 7-8:	Music, Art, Physical Ed., Foreign Language Industrial Arts, and Home Economics	Major, Minor, work-related experience or graduate degree in the field
Grades 9-12		State certification
Adult Developmentally Disabled		Special Education certification with M.I. approval
Compensatory Education and Adult Education Math		Major, Minor or equivalent hours
Compensatory Education and Adult Education Reading		Major, Minor or equivalent hours
Compensatory Education and Adult Education Reading and Math		Major, Minor or equivalent hours in combination of reading and math

- * Voluntary transfers shall be granted at the 7th and 8th grade levels in the core areas of math, science, language arts, and social studies only to those with a major or minor in the subject area. New hires into the 7th and 8th grade core areas will be required to hold a major or minor in the subject area. For positions consisting of more than one core subject area, transferring teachers and newly hired teachers must have a major or minor certification in the subject area of the majority of classes in that position.

<u>Program or Position</u>	<u>Qualifications</u>
Bilingual Education or E.S.L.	Fluency in primary language or State approval, as appropriate

Note: As of the effective date of this Agreement, all teachers currently employed in the above positions shall be considered qualified for those positions.

B. Openings in the existing positions in the following programs shall be subject to the interview process established herein, provided such positions are established in compliance with Article 20.7 of the Master Agreement:

1. Alternative Education Positions (High School and Middle School level)
2. Content Area Specialists (Reading, Math, Schoolwide and Reading Recovery)
3. Newly created experimental classroom positions, mutually agreed upon, which require specialized training.
4. Other positions as mutually agreed upon.

Interview Procedures:

1. These bargaining unit positions shall be posted. Only current staff members will be considered for hire. If there are no internal applicants, the position(s) will be filled with a new hire(s), subject to the interview process established herein.
 2. Any opening(s) in positions subject to interview that occur as a result of a current teacher(s) selecting another job(s) at the Job Selection Meeting will not be placed on the job selection board.
 3. Criteria, job descriptions, and minimum time of service for the positions will be established by mutual agreement with the MCTEA and included in the posting.
 4. Selection of the candidate will be by committee, which shall include two administrators, one of the Directors of the appropriate program or designee and the Director of Employment or designee, and three MCTEA members selected by the Association president.
 5. Any two members of the committee who do not agree with the selection will cause the selection to be vetoed.
 6. Bargaining unit members placed in interview positions shall be subject to the layoff and displacement procedures in the Master Agreement.
- C. If a displaced teacher possesses the necessary seniority and certification but does not possess the qualifications for Compensatory Education or interviewed positions as listed above, the following will occur:
1. The teacher shall be offered a Compensatory or Alternative Education interview teaching position excluding Froebel Alternative.

2. Said teacher shall have the right to refuse once and continue to retain all recall and displacement rights.
3. If the teacher accepts the position, having been informed of the provisions of this Article, the following will occur:
 - a. The teacher shall receive up to thirty-five (35) clock-hours of in-service training during the five (5) regular working days prior to the assignment. The teacher shall receive full compensation and benefits during this training period.
 - b. The teacher shall agree to successfully complete one (1) academic course in the subject area(s) per semester leading to a total of three (3) courses at a college, university or extension service located within fifty (50) miles of the district provided the academic course work is available to the teacher. The Board agrees to provide \$150 for tuition, books, etc., per course.
 - c. The above requirement (3. a.) may be reduced by mutual agreement due to previous work-related experience.
 - d. Should the classes described in 3. b. above not be available to the teacher or should unforeseen problems prevent the completion of such class work, the teacher shall be considered to be working toward satisfaction of this provision.
- D. Commitment of MCTEA. The MCTEA shall exert its best effort to provide funds from the Muskegon Area Professional Development Consortium to help defray the cost of the in-service training provided for above.

ARTICLE VII

Teaching and Working Conditions

- 7.1 The parties recognize that the availability of optimum school facilities, equipment and supplies, (including text for all assigned students and teachers), is conducive to providing a high quality of education. The Board, therefore, agrees to maintain the schools, grounds, and other district facilities and instructional equipment so that safe and sanitary conditions prevail. In addition, materials and equipment essential to student instruction shall be provided and made available at the beginning of, and throughout, the school year, during the normal school day. Should conditions beyond the control of the Board create delays or shortages in delivery or quantity of said material, supplies and/or equipment, the Board will remedy such situations as soon as possible. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the schools and school days are to be planned in such a way that the competency and energy of the teachers are primarily utilized to this end.
- A. Each teacher shall submit in writing to his/her principal or supervising administrator, a list of the approved instructional supplies which he/she will need for the coming year. Such lists shall be submitted between April 1 and May 1 of the current school year. The Board will furnish supplies and related equipment for each student in the class or section for the coming school year.
 - B. The principal or supervising administrator shall, by June 1 of the current year, notify each teacher of his/her instructional supplies that have been approved by said administrator for purchase. If any adjustments must be made in said order, the teacher will be consulted prior to the final adjustment.
- 7.2 The Board recognizes that appropriate books, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer, from time to time, for the purpose of improving the selection and use of such educational tools and the Board undertakes to implement all joint decisions thereon made by its representatives and by teachers who are members of the Association. The membership of all such committees will be sent to the Association along with the decisions reached. The Board recognizes that a quality education is, at least in part, contingent upon keeping the schools reasonably equipped and maintained and will make all attempts to do so.
- 7.3 The Board shall supply:
- A. A separate desk or table, at the option of the teacher, for each bargaining unit member in the district. Every reasonable effort will be made to provide a desk, if requested. In addition, every reasonable effort will be made to include a lockable drawer space.
 - B. Suitable closet or locker space for each bargaining unit member to store coats, overshoes and personal articles. Every effort shall be made to provide this space in/or adjacent to the teaching assignment.
 - C. Adequate storage space in, or adjacent to, the assignment for instructional materials.

Article VII - Con't.

- 7.4 The Board agrees to employ clerks in all buildings, programs and programs grouped as a building unit. All clerks shall be available to assist teachers in handling inventorying of supplies and equipment, duplication of teaching materials, collecting monies for milk and lunch and similar non-professional responsibilities. Teachers will not be required to collect funds from students where such funds are not related to school work. In cases where teachers must handle money, the Board agrees to protect the teacher against loss except where such loss may result from a violation of regulations. Teachers shall not be required to collect money from students unless there is a lockable space provided in the teacher's classroom. The building administrator will provide each teacher with a written copy of regulations for the handling of money at the beginning of each school year.
- 7.5 Telephone facilities shall be made readily available to teachers in an area which will allow for privacy.
- 7.6 At the request of the Association, a vending machine for beverages may be installed for employee use where possible in schools. The Association shall assume the cost of installation and maintenance. The proceeds shall be made available to the Association. Vending machine locations are to be approved through the Business Office.
- 7.7 The Board and the Association shall establish a joint study committee to investigate the current level of security in the classrooms and the parking lots of the Muskegon Public Schools. The committee will report the results of their investigation along with recommendations for needed changes to the Board and the Association.
- 7.8 Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no out-of-school religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The personal and private life of any teacher is not within the appropriate concern or attention of the Board, providing such out-of-school behavior does not significantly impair his/her effectiveness as a teacher.
- 7.9 Secondary teachers requested, and who agree, to teach regularly, or be otherwise academically assigned during their preparation period shall be paid at the pro-rated amount of regular salary. In no event shall the implementation of this provision cause the full or partial displacement or layoff of bargaining unit members.
- 7.10 Adequate space with adequate facilities shall be provided for each itinerant special education staff, so as to insure the needed privacy for such teachers to carry out their responsibilities with individuals or groups of students. Adequate and secure facilities within each school shall be provided for the storage of materials, supplies and equipment for both special and general education itinerant staff.
- 7.11 The Board shall make available in each school restroom and lavatory facilities exclusively for teacher use.
- 7.12 Regular education bargaining unit members (PK-12) shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated personnel for this function. The Board shall indemnify and save harmless from liability any bargaining unit member who administers medication to pupils in direct response to an order from supervisory personnel to do so.

- 7.13 It is expected that the building principal/supervisor will be encouraged to maximize attendance in his/her building and that administrative personnel shall be available to support teaching staff. At no time shall a bargaining unit member be required or be accountable for the administration or supervision of a building and/or grounds not normally assigned as part of his/her assigned duties or in violation of any part of this Agreement.
- 7.14 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, handicap, age, sex or marital status, membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantage of public education to every student to seek without regard to race, creed, religion, sex, color, national origin or handicap; and to seek to achieve full equality of educational opportunity to all pupils. Furthermore, the Board and the Association collectively, and through its individual members, recognize the need to provide opportunities for successful classroom experiences for all students, and thereby pledge themselves to the fullest possible achievement of this goal.
- 7.15 The Board agrees to establish a committee composed of its executive cabinet and representatives of the MCTEA to meet monthly for the purpose of reviewing and discussing any items which may affect working conditions, program or curriculum. The Board and the Association recognize that to meet the challenges and changes facing public education, it is essential to broaden participation in the decision making process of the district. The Board will encourage its administrators to adopt management styles conducive to obtaining this goal. The Association will encourage its members to participate in a positive manner.
- 7.16 Teachers will be notified in writing five (5) working days prior to changing, deleting or interrupting regularly scheduled classes for assemblies, programs or other events. Exceptions to the above may be allowed in emergency situations and in unforeseen circumstances. When this occurs, affected teachers and the Association Representative will be notified in writing as soon as possible.

7.17 Grade reporting procedures:

Secondary:

The Association and Administration recognize the importance of reporting student progress to both parents and students. Except where mutually agreed upon in the calendar, secondary teachers shall submit marking period grades and mid-marking period reports* by nine-thirty a.m. (9:30 a.m.), on the fourth (4th) working day following the official end of these reporting periods. Failure slips shall not be due until noon of the day following the student's exam.

All final year-end grades will be submitted prior to the teacher leaving on the final workday.

*The purpose of mid-marking period reports is to notify parents of students at risk of failing, and other comments as the teachers deem appropriate.

Elementary:

Elementary teachers shall record and distribute grades on the 4th working day following the end of the marking period.

At the end of the school year, grades shall be recorded and distributed on the last student attendance day.

Revisions or Changes:

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

ARTICLE VIII

Vacancies, Promotions and Transfers

8.1 Definitions:

- A. Vacancy: A vacancy shall be defined for the purposes of this Agreement, as a position presently unfilled, currently occupied by a long term substitute*, future opening now being occupied, and newly created positions.
- B. Transfer: Transfer shall be defined as a voluntary change in grade level, subject area or position outside the teacher's current buildings or program assignments. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that transfers of teachers are to be minimized.
- C. Involuntary Transfer: Involuntary transfer shall be defined as an unrequested change in building assignment or program (e.g. Special Education, Compensatory Education, Alternative Education, etc.)
- D. Change of Assignment: Change in teaching assignment shall be defined on the elementary level as a full or partial change in grade level within a school, and at the secondary level as a full or partial change in the subject(s) area within a school.
- E. Involuntary Change of Assignment: Involuntary change of assignment shall be defined as an unrequested change of assignment.
- F. Promotion: Promotion shall be defined, for the purposes of this Agreement, as a voluntary transfer out of any bargaining unit position to accept a supervisory, executive or other position outside the bargaining unit.

Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she had under this Agreement prior to such transfer, except as may be limited by Article VI.

8.2 Seniority and Qualifications Pertaining to: Transfer, Involuntary Transfer, Change of Assignment, Involuntary Change of Assignment.

- A. Transfers and changes of assignment shall be granted to the bargaining unit member with the greatest seniority provided his/her qualifications shall be reasonably considered superior to applicants with less service.
- B. When Involuntary Transfers and Changes of Assignment are caused for reasons as cited in Article VI, that teacher in the affected building, subject area or program possessing the least amount of seniority shall be the first to be involuntarily transferred or have his/her assignment involuntarily changed. An Involuntary Transfer may also be made when the job performance of the teacher has been deemed, in accordance with those procedures outlined in Articles XIV and XV (Teacher Evaluation and Teacher Discipline), to be unsatisfactory.

*If such position is determined to be of a semester or longer in duration.

- C. However, transfers or other changes in bargaining unit positions will not be made when the effect of any of the aforementioned would prevent, or unnecessarily delay, the return of a teacher to, or placement of a teacher in, a full time position or a position equaling or exceeding that which said teacher had prior to a layoff, displacement or leave of absence; or prevent placements as outlined in Article VI of this Agreement.

8.3 Miscellaneous Provisions

- A. Seniority for this section shall be computed using the same method as in Article VI.
- B. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties and summer school courses, shall not be obligatory, but shall be with the consent of the teacher.
- C. Preference in making such assignments will be given to teachers regularly employed in the district.
- D. Copies of all job notices pertaining to vacancies occurring during the summer months and/or correspondence to teachers regarding vacancies in the bargaining unit shall be promptly forwarded to the Association.

ARTICLE IX

Class Size

- 9.1 A. Because pupil-teacher ratio is recognized to be an important element of the education system, the parties agree that class sizes after the fourth Friday shall not exceed the following standards for regular K-12 programs. Every effort shall be made to bring class sizes into compliance with the terms of this article during the first five student days.
- B. Prior to the finalization of staffing determinations each year, the MCTEA and the Administration shall review proposed pupil-teacher ratios based on all pertinent data.
- C. During the school year, when staffing changes are anticipated that affect pupil-teacher ratios, the MCTEA and the Administration shall review such proposed changes prior to their implementation.
- D. Class Size - Elementary
1. In determining class sizes for the start of school the following maximums shall be used:

All pre-1st grade classes	25
Grades 1-3	26
Grades 4-6	27
Multi-graded general ed classes	25
 2. The following procedure for relief when class sizes exceed those listed above shall be instituted no later than the first week following the fourth Friday:
 - a. When a classroom teacher's class size exceeds the number listed above, a substitute teacher or assistant (at the teacher's discretion) shall, within five (5) workdays, be assigned to that classroom one (1) day per week, to be used in the classroom as that teacher determines.
 - (1) In order to encourage teachers to consider the use of overload assistant, a category of overload instructional assistant has been established. If the teacher chooses to use an overload instructional assistant instead of an overload substitute, the assistant will be available for 12 and 1/2 hours per week for the duration of the semester. The schedule of hours worked for the overload assistant is to be arranged by the teacher with the assistant.
 - (2) The teacher will have the opportunity to assist in the selection of the instructional assistant. If, for some reason, the instructional assistant is not performing adequately, the teacher will have the option of replacing the assistant or using an overload substitute teacher.
 - b. Such substitute positions shall first be offered to laid-off district teachers, on a rotating basis, in order of seniority.

- c. When possible, pupils shall be redistributed into other classrooms of the same grade level within that building for the purpose of alleviating the overloaded classes.
 - d. It is understood by both parties that only the overload substitute relief provided above shall be withdrawn if the number of pupils assigned to the classroom falls below the limits set forth above.
 - e. Wherever possible, a teacher will not have a multi-graded class for two (2) consecutive years.
3. Another option for relief shall be available as determined by the fourth Friday, after Labor Day, count and a count as of the 3rd Friday in February. The teacher of the class in overload shall notify the principal, within a week of the count day, if this choice is made:
- a. \$1,000 per semester for use by the teacher at his/her discretion. Use of such funds may include, but is not limited to the following:
 - (1) To purchase extra supplies and classroom materials in accordance with Board policies and procedures.
 - (2) To pay for class speakers or field trips in accordance with Board policies and procedures.
 - (3) To pay for the cost of a substitute teacher for up to one (1) day for each semester, subject to the provisions in Article XI, 11.5 H.
 - (4) Once this option is chosen it remains in effect for the semester.
 - (5) Exercising other options must not be in conflict with Board policies and procedures, state statutes, and federal law.
 - 4. The Board and the teachers agree that the recommended maximums are the class limits. In classes where overloads do occur, and a teacher has more than 29 students assigned at any time during the semester, the teacher will be eligible for an additional \$500 per semester for use by the teacher at his/her discretion as described in Section 3a. This option will not go into effect if the student is placed during the last two weeks of either semester.

E. Class Size - Secondary

- 1. High School. If, ten days after the first official count date and the second official count date, a high school teacher has more than 140 students assigned to his/her classes (exclusive of study halls)*, the teacher shall be relieved of his/her supervised study period or duty which was assigned in lieu thereof, and shall be granted an additional preparation period equal in time to the average class period assigned in the building(s) in question. The schedule change shall remain in effect until the end of the semester. However, in no case shall a teacher have more than 147 students assigned after the first official count date or the second official count date.

*The number of students assigned to any study hall shall not exceed thirty (30)

2. Vocational. Any Vocational Education Teacher who has volunteered to teach a sixth class at the high school, and who has been assigned more than 140 students to his/her classes after the 2nd Friday in October and the 3rd Friday in February counts, shall have the relief specified in Article 9.1(D.3) of the Master Agreement.
 3. It is specifically understood that no provision of this Article shall cause the number of students assigned to other teachers still retaining supervised study periods to exceed thirty (30).
 4. The enrollment in classes requiring work stations (e.g. industrial arts, typing, vocational**, home economics, laboratory classes, etc.) shall be limited by the number of work stations available. When a question arises of what constitutes a work station, a teacher or the Association may request a committee to determine the number of work stations. A committee of four members shall examine the classroom to determine the number of work stations available. The committee shall consist of the classroom teacher, another teacher (appointed by the Association), and an administrator (designated by the Superintendent), and the building administrator. All decisions of this committee shall be by majority vote.
 5. The limitations specified above shall not be applicable to large music ensembles such as bands, orchestras, or choirs. Physical education classes shall also be excluded from this provision except where a teacher has more than 200 students assigned to his/her physical education classes, or more than forty (40) students assigned per class.
 6. Whenever possible, in order to balance class size, pupils shall be distributed into other classrooms.
 7. In the Middle Schools, if, after the 4th Friday after Labor Day, and after 3rd the third Friday in February count, the middle school teacher has more than 140 students assigned to his/her classes, the following relief shall apply:
 - a. The same relief specified in D. 3. above.
 - b. In no case shall a teacher have more than 147 students assigned after the 2nd Friday in October (exclusive of study halls).
- F. Class Size - Elementary & Secondary
1. The assignment of special education students to general education classes shall be done as equitably as possible among the available teachers at each grade level or subject, unless it is voluntarily agreed to by the teachers involved to bypass the provision.

**Including Vocational Education Consortium.

2. When assigning special education students to general education classes the following criteria shall be among those considered:
 - a. Class enrollment.
 - b. Individual handicap or impairment.
 - c. Room configuration.
 - d. Special instructions from the IEPC
 - e. Support needed.
 3. A regular education academic teacher (appointed by the MCTEA) eligible to receive the student shall be given the option to attend and participate in the IEPC used for the placement of those students in regular education classes.
 4. When more than five (5) special education students (exclusive of speech therapy) are assigned more than half time to an elementary general education class, the multi-graded general education class size limit shall apply.
- 9.2 Libraries will be open for student use during all student attendance days with the exception of the last five (5) student attendance days of the school year.
- 9.3 In addition, no class size shall exceed the number of students that can be accommodated by the facility after the 2nd Friday in October.

ARTICLE X

Professional Qualifications and Assignments

- 10.1 All new teachers, including substitutes*, employed by the Board for assignment in the district shall have at least a Bachelor's Degree and a provisional, permanent/continuing type certificate or, in those instances where the teacher is employed and assigned to positions where Michigan State certification is not required, e.g. social workers, school psychologists, etc., the new teacher shall have received necessary approval from the Michigan Department of Education (Special Education Services Area).
- 10.2 The employment of teachers without the minimal degree, provisional permanent/continuing type certification, or approval as outlined in 10.1 above, is to be permitted only in cases of absolute necessity when no such applicants are available and following an active search by school officials, and the Association shall be so notified and provided with written specifics in advance in each instance. Any person so employed must complete requirements for a degree and obtain provisional, permanent/continuing type certification or approval to be reemployed in any capacity for a second year.
- 10.3 Persons with teaching experience and minorities will be given first consideration in initial employment over persons without experience. The Board further agrees to give first consideration to laid off Michigan teachers when filling vacancies with applicants from outside the district.
- 10.4 Assignment of Mentor Teachers:
 1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of The School Code and shall perform the duties of a Master Teacher as specified in The Code.
 2. A Mentee shall be defined as a bargaining unit member in his/her first three (3) years in the classroom. Each Mentee shall be assigned a Mentor Teacher by the Board, with notification to the Association.
 3. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources, information and a voice of experience and insight, in a non-threatening collegial fashion.
 4. A Mentor Teacher shall be assigned in accordance with the following:
 - A. Participation as a mentor shall be voluntary.
 - B. The Mentor Teacher may be a tenured teaching member of the bargaining unit, with seven (7) or more years of satisfactory teaching experience.
 - C. A Mentee shall only be assigned to one (1) Mentor Teacher at a time. This limit may only be exceeded if there exist extenuating circumstances and the Association and Administration mutually agree that it is in the best interest of the Mentee.

*In case of substitutes, the ninety (90) day certificate shall be recognized as proper certification.

- D. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher, Mentee and Administration after three (3) months. If the Mentor Teacher or Administration feel it would be in the best interest of the Mentee to make a change, a new Mentor Teacher shall be named at the end of that semester. At the end of each year, the match will be reviewed and the appointment will only be renewed by a mutual agreement of the Mentor Teacher, Association and Administration.
 - E. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching.
 - F. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward attaining quality instruction, the Board and Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher except as required by law.
- 10.5 The Director of Career and Technical Education shall file for and pursue, as needed, the renewal of annual vocational authorization permits for teachers assigned to teach approved vocational classes as provided for under Section 390.1165, Rule 65, Administrative Rules governing the certification of Michigan teachers. Teachers affected will be notified in writing at the earliest possible date that certification has been applied for and will be immediately informed of the acceptance or rejection of the renewal.
- 10.6 A. The Board and Association, in recognition of the desirability of minority representation on the professional faculty, hereby declare a policy of actively seeking minority group personnel. Minority personnel are defined as Native American, Black, Hispanic, Latin, Asian, Handicapped and other minority group Americans.
- B. The Board pledges that in addition to normal and/or current means utilized to advertise for and/or recruit new teaching personnel, it will utilize agencies, colleges, universities, placement bureaus, minority teachers currently employed, etc., that traditionally enroll, service, or would have knowledge of such minority group persons eligible to interview for professional employment in the district.
- 10.7 A committee on "Employment of Minorities and Women" shall be established consisting of three (3) members appointed by the Association and three (3) members appointed by the Board. Both Board and Association representation shall consist of at least one (1) minority member and one (1) female member.
- 10.8 The committee shall select a chairperson from one of the three persons appointed by the Association. The chairperson shall, in turn, appoint a recording secretary. Such secretary may be either a member from or outside the committee membership. However, if the person so

appointed is from outside the committee, he/she shall serve in a nonvoting capacity. All minutes of the committee shall be approved by the committee. All matters shall be determined by majority vote.

- 10.9 The purpose of the committee shall be to periodically review all facets of hiring and promotion of minorities and women and to recommend improvements as the need arises. Such recommendations, if subsequently and mutually agreed to by the Board and the Association, shall become a part of the hiring and promotion policies and procedures for the district.
- 10.10 The frequency of meetings shall be determined by the committee and shall be called by the committee chairperson. The initial meeting each year, however, may be called by either the Board or the Association.
- 10.11 Official minutes of meetings, as approved by the committee, shall be maintained by the recording secretary of the committee and copies of all such minutes shall be promptly forwarded to the Board and the Association.
- 10.12 The committee shall file an annual report on its findings and recommendations to the Association and the Board no later than April 15 of each school year.
- 10.13 Reasonable expenses for the coming school year as anticipated and agreed upon by the committee shall be submitted for approval and budgeting purposes to the Assistant Superintendent for Administrative Services no later than May 1. A copy of both the initial budget request by the committee and the budget as approved by the Assistant Superintendent for Administrative Services shall be forwarded to the Association within five (5) school days of such approval.
- 10.14 The Board agrees to provide the committee on Employment of Minorities and Women the following information at the end of the first semester each school year.
 - A. Name, address, degree, majors-minors and area(s) of certification of each minority group person (the specific minority) interviewed during the previous year.
 - B. If such person was not subsequently employed by the district, the specific reasons for his/her non-employment.
 - C. If such person was subsequently employed by the district, all specifics regarding his/her employment.
 - D. The names, addresses, etc., of all minority resource agencies contacted during the year.
 - E. A list of all vacancies posted and/or filled during the year.
 - F. Names, addresses, degrees, majors-minors, areas of certification, method of recruitment and assignment of each non-minority person employed each year.

ARTICLE XI

Paid Leaves of Absence

11.1 Definition of Terms for Purpose at Hand

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

11.2 Sick leave (Personal illness and/or disability)

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

and incurred during the course of carrying out the responsibilities of the teacher's employment, the teacher shall be paid the difference between his/her salary and the benefits provided under the Michigan Worker's Compensation Act for the duration of the absence.

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

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

- A. Absence of a reasonable length of time but not to exceed five (5) days per year caused by the critical illness, disability or injury of a member of the immediate family whose care is the direct responsibility of the teacher and requiring the personal attention of the teacher will be compensated by payment of the contractual salary. Requests for exceptions shall be approved through the Director of Human Resources.
- B. Absence of not more than five (5) days per school year caused by each death in the immediate family shall be compensated by payment of contractual salary. Requests for exceptions shall be approved through the Director of Human Resources.

- C. The Board recognizes that reasonable travel time to attend to matters outlined in this Section are appropriate uses of sick leave.
- D. Absence of not more than three (3) days for the death of an aunt, uncle, nephew, niece or first cousin shall be compensated by payment of contractual salary.
- E. Absence in this Section shall be counted as sick leave and deducted under the regulations of Section 11.2.
- F. Additional absence shall result in a deduction on a per diem basis.
- G. No unused days in this Section may be accumulated.

11.4 Miscellaneous Provisions Regarding Absence

- A. Teachers who may have accumulated sick leave days under provisions of Section 11.2, paragraph D., and who terminate their employment with this school system, shall not be compensated for unused sick leave days and said unused sick leave days may not be carried forward in case of subsequent re-employment by this school system. However, teachers employed in this district continuously for at least ten (10) consecutive years, shall, upon retirement, receive thirty (30) dollars for each unused day of accumulated sick leave.
- B. No teacher shall absent himself or herself from regular duties except as provided in this Agreement without the prior permission of the Director of Human Resources. When, in the judgment of the Director of Human Resources, such absence contributed to the general interest of the school system, compensation may be paid on a full or partial basis.

11.5 Absence With Pay Not Chargeable Against the Teacher's

Allowance shall be granted for the following reasons:

- A. Absence when a teacher is called for jury duty*. (Pay difference between jury pay and regular pay.)
- B. Court appearance as a witness whenever a teacher is subpoenaed to attend any proceeding*. (Pay the difference between the court fee and regular pay.)
- C. Approved visitation at other schools, or for attending education conferences or conventions.
- D. Provided that the Association President submits the schedule of monthly Board and Executive Committee meetings to the Director of Human Resources by October 15, members of the Board of Directors, officers of the Association and Executive Committee members shall be entitled to leave their place of assignment following the dismissal of classes at the close of the regular school day to attend monthly scheduled

*Expense allowances provided by the court shall not be reimbursed to the district. Neither shall the teacher be required to reimburse the district for expense allowances, jury pay or court fees if such service takes place when school is not in session.

meetings. Should individual teachers have reason to appear at such regularly scheduled Director of Human Resources at least meetings, the Association President or President-Elect shall notify the twenty-four (24) hours in advance.

- E. Association representatives, the Association Grievance Chairperson and other Association officials as identified by the Association President, with a listing thereof forwarded to the Director of Human Resources within five (5) school days of their designation, shall be released to perform Association business five (5) minutes after the release of students in their respective buildings, provided that such departure from regular working hours does not conflict with meetings scheduled under the provisions of Article V, Sections 5.5 B. and C.

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

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

- I. Unused personal business leave days shall be added to the sick leave accumulation in units of one-half (1/2) days.

11.6 Teacher Professional Improvement Day

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

11.7 Adult Education - Paid and Unpaid Leaves

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

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

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

ARTICLE XII

Other Leaves of Absence

12.1 Leaves of absence of up to one (1) year without pay shall be granted upon request to any teacher who has completed at least three (3) years with the Muskegon Public Schools. Such requests shall be made sixty (60) days prior to the commencement of said leave, unless otherwise mutually agreed to for the following purposes:

- A. Study related to the teacher's license field.
- B. Study to meet eligibility requirements for a license other than that held by the teacher provided such license and/or certification is related to the field of education.
- C. Study, research or special teaching assignment involving advantage to the school system.
- D. The regular salary increment occurring during such period shall be allowed for A., B., and C. above.
- E. Professional improvement and/or educational enrichment related to the teacher's area(s) of assignment and/or certification/license. Prior written approval by the Director of Human Resources must be granted before the regular salary increment, occurring during such period, shall be allowed. Upon return the teacher shall be given the same teaching position. If the position no longer exists, the teacher will be given an equivalent position.

12.2 Parental Leave

- A. A teacher shall be entitled, upon written request, to a parental leave of absence for up to two (2) years without pay to commence at the end of disability due to childbirth, or any time during the first year after receiving defacto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption. Such requests shall include the beginning and probable ending date of said leave.
- B. A teacher who is granted a parental leave of absence pursuant to this Section shall, after written notification to the Director of Human Resources of a desire to return to active employment, be assigned to the first available position for which she/he is certified and qualified* and for which his/her seniority entitles him/her to fill.

12.3 Personal Leave

- A. A teacher shall be entitled, upon written request, to a personal leave of absence of up to two (2) years without pay. Unless otherwise mutually agreed upon, such requests shall be made sixty (60) days prior to the commencement of said leave.
- B. A teacher who is granted a personal leave of absence pursuant to this Section shall, after written notification to the Director of Human Resources of a desire to return to active employment, be assigned to the first available position for which he/she is certified and qualified*, and for which his/her seniority entitles him/her to fill.

*Qualified as defined in Article VI.

Article XII - Con't.

- 12.4 Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States in accordance with the requirements of the applicable law. Teachers who make application to return to the Muskegon Public Schools within ninety (90) days of discharge from the armed forces shall be given the benefit of any increments up to a maximum of two (2) years credit which would have been granted to them had they remained in active service to the school system.
- 12.5 It is understood that under normal circumstances leaves cannot be consecutive or sequential, (i.e. Parental Leave following a Parental Leave or Parental Leave followed by Personal Leave, etc.). Exceptions will be made only by mutual consent of the parties.
- 12.6 Other leaves of absence as granted by the Board.

ARTICLE XIII

Insurance Protection

- 13.1 A. The Board shall make premium contribution, upon application, for members of the bargaining unit and their eligible and sponsored dependents, toward MESSA-PAK Program 745 protection, either Plan A or Plan B, for a full twelve (12) month period.

Plan A shall consist of:

MESSA Super Med 1
MESSA Negotiated Life \$50,000 with AD & D
MESSA Delta Dental Plan E 007 80/80/80
MESSA VSP-2 Vision Care Plan

The extent of coverage shall be determined by the employee's qualification for one of the following categories:

- a. member
- b. member and spouse
- c. member and child
- d. full family

Plan B shall consist of:

MESSA Negotiated Life \$50,000 with AD & D
MESSA Delta Dental Plan E 007 80/80/80
MESSA VSP-2 Vision Care Plan

Those selecting Plan B shall also be eligible for options in a dollar amount up to the Super Med 1 single subscriber premium. The options may be a non-taxable MESSA Variable Option, or a tax deferred annuity plan. If a husband and wife are both members of the bargaining unit, one (1) shall elect health insurance and the other shall elect options as indicated above.

MESSA Limited Medicare Supplement and Medicare Premiums will be paid on behalf of the teacher, spouse and/or dependents eligible for Medicare, including sponsored dependents. In the event the Association determines to change MESSA insurance plans, such change, including the identification of the newly selected MESSA insurance plan, must be received by the Board, in writing, no later than forty (40) calendar days prior to the expiration of the MESSA insurance plan contract in force at the time of notification, or no later than five (5) working days prior to the notification deadline required by MESSA, whichever is earlier.

- B. The Board shall provide without cost MESSA-PAK Program 745 (as described above) to all members of the bargaining unit and their eligible dependents from July 1, 1997 through June 30, 1999.
- C. Effective July 1, 1999, the Board shall provide one hundred percent (100%) of the cost of the MESSA-PAK Program 745 (Super Med 1) premium, for members of the bargaining unit and their eligible dependents, until such a time as the successor agreement is ratified, at which time the terms of the successor agreement shall apply.

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

ARTICLE XIV

Teacher Evaluation

The primary purpose of teacher evaluation in the district shall be improvement of instruction and related services. Embodied within such purpose are the principles of due process and just cause as fundamental elements of the evaluation program. Because the improvement of instruction is basic to quality education, the criteria for teacher evaluation need to be continually reviewed and strengthened. To this end, the following body is established.

- (I) A "Teacher Evaluation Committee" shall be established consisting of three (3) members appointed by the Association and three (3) members appointed by the Board.

The Committee shall meet at least once per year minimum.

- (II) The Committee shall select a chairperson from one (1) of the three (3) persons appointed by the Association. The chairperson shall, in turn, appoint a recording secretary. Such secretary may be either a member from or outside the committee membership. However, if the person so appointed is from outside the committee, he/she shall serve in a non-voting capacity. All minutes of the committee shall be approved by the committee. Matters shall be determined by majority vote.
- (III) The purpose of the committee shall be to periodically review all facets of teacher evaluation in the district and recommend improvements as the need arises. Such recommendations, if subsequently and mutually agreed to by the Board and the Association, shall become a part of the evaluation procedure for the district in the succeeding school year.
- (IV) Official minutes of each meeting, as approved by the committee, shall be maintained by the recording secretary of the committee and copies of all such minutes shall be promptly forwarded to the Board and the Association.
- (V) The committee shall file an annual report on its findings and recommendations to the Association and the Board no later than April 15.
- (VI) Reasonable expenses for the coming school year as anticipated and agreed upon by the committee shall be submitted for approval and budgeting purposes to the Assistant Superintendent for Administrative Services no later than May 1. A copy of both the initial budget request by the committee and the budget as approved by the Assistant Superintendent for Administrative Services shall be forwarded to the Association within five (5) days of such approval.

14.1 Teacher Evaluation

- A. Each teacher within ten (10) school days after classes begin each school year or after initial employment (whichever is later), shall be apprised of the specific criteria upon which he/she will be evaluated. No member of the bargaining unit shall be evaluated until at least ten (10) working days after receiving the criteria upon which he/she will be evaluated.

- B. For the purposes of classroom observation only, evaluation criteria shall be limited to the following areas, until changes or additions are recommended and approved by the Association:

1. Knowledge of subject matter.
2. Techniques of instruction.
3. Classroom management.
4. Relationships with students.

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

- C. It shall be the responsibility of the administration to assist teachers to become oriented to the district and seek to improve instruction through direct observation of teacher's work and by providing each teacher with written summaries of those observations together with all recommendations for improvement.
- D. 1. The work performance of probationary teachers shall be observed and evaluated on at least two (2) occasions during each school year. These observations shall take place each probationary year and occur before a teacher has completed two (2) months and five (5) months of service while the regular school year is in session. Tenure teachers shall be observed at the discretion of the building principal at least once each year. Evaluations of tenure teachers shall occur at least once every three (3) years. In any interim year the absence of a written evaluation shall indicate that a teacher's performance has been satisfactory.
2. No member of the bargaining unit shall be requested to evaluate another member of the bargaining unit unless such evaluation is part of a district training and/or inservice program. In all such cases, all evaluations shall immediately be given to and become the personal property of the teacher being evaluated. The parties further agree that no such evaluation as herein described shall be made available to, observed by, discussed with nor retained by the Board or its agents. Also, such evaluations shall not become a part of any school district record or file and reference to or use of data from said evaluations shall not be used in any manner whatsoever to judge the character or job performance of any teacher.
- E. All teacher evaluations shall adhere to the following procedures:
1. Formal observations in the classroom or work station of at least thirty (30) consecutive minutes. No such evaluation shall take place during the following periods:
 - a. Ten (10) workdays from the beginning of a class. In cases of a change of assignment or transfer (as defined in Article VIII), twenty (20) workdays.

- b. The last five (5) instructional days before the end of the school year in elementary schools, and the last five (5) instructional days preceding the end of the semester and the end of the school year in secondary schools.
 - c. For elementary teachers, the work week immediately preceding or the workday following the Christmas and Spring breaks. For secondary teachers, the workday immediately preceding or the workday following the Christmas and Spring breaks and during Spirit Week.
 - d. Halloween and Valentine days in elementary buildings.
- 2. Within ten (10) school days of each formal observation, private conferences will be held where the teacher shall be provided with a written summary of the observation together with any recommendations the principal may have for the teacher.
 - 3. In cases where an evaluation indicates that an area of teaching performance will require significant improvement and the administrator considers the deficiency a serious impairment to effective teaching, the teacher shall be so informed, in writing, and a follow-up observation of the teacher shall take place within thirty (30) days of the private conference. Such impairments shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. The time and date of such follow-up observations shall be made known to said teacher and said teacher shall have the opportunity to provide the administration beforehand, in writing, with specific lesson plans which will be utilized during the forthcoming observation. Such plans will include provisions to correct serious impairments previously noted.
 - 4. In subsequent observations, failure by an administrator to note the status of a previously cited impairment(s) shall be interpreted to mean that adequate improvement by the teacher has taken place.
 - 5. Evaluation reports shall be signed by the teacher, but it is expressly understood that such signatures shall be interpreted to mean an awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
 - 6. A representative of the Association may, if requested by the teacher, be present during all evaluation and/or follow-up conferences.
 - 7. Both the bargaining unit member and the Association President will be notified twenty (20) working days before a formal evaluation if there were any serious impairments in any prior observation report, which the evaluator does not deem to have been satisfactorily addressed and/or improved upon by the member. Such notice shall specify the continuing concern and any steps requested of the member to rectify this concern. Upon receipt of this notice, the member may request a pre-evaluation conference in which such member may request Association representation prior to formal evaluation.

- F. Any teacher who has been placed on a formal program of assistance is not eligible for transfer to another building or program until he/she has been removed from the program of assistance. However, a transfer may be granted through agreement between the Association and the Board.
- G. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, or undisclosed use of closed circuit television, public address or audio systems, wire or tape recorder and similar surveillance devices shall be strictly prohibited.
- H. Each teacher shall have the right, upon request for an appointment, to review the contents of any files and/or records of the district pertaining to said teacher, with the exception of professional credentials and confidential materials requested prior to the employment of the teacher by the Board. If, upon reviewing his/her files, a teacher believes that material placed in such files is inappropriate or in error, such material shall be corrected or expunged from the files, provided that proper cause is shown. A representative of the Association may accompany the teacher if requested to do so.
- I. No material, including but not limited to evaluations, or adverse material such as student, parental or school personnel complaints, originating after initial employment, shall be placed in a teacher's file unless the teacher has had an opportunity to review the material.
- J. Formal complaints against the teacher shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. A new copy of the complaint shall be forwarded to the teacher within three (3) working days of the filing. The teacher may submit a written notation regarding any material including complaints and the same shall be permanently attached to the file copy of the material in question. If the teacher is asked to sign, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Final disposition of the complaint that will become part of the evaluation process will be acted upon within twenty (20) working days.
- K. The Board and the Association recognize that, in most instances, the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment. The parties agree, however, that the quality of instruction provided to students is the basic responsibility of the school.
- L. Any adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof or placement on third year probation shall be subject to the grievance procedure as set forth in Section 15.2 of Article XV.

M. If the discharge of a teacher, due to adverse evaluation, is to be considered, such action shall be preceded by:

1. Repeated occurrences of the alleged offense.
 2. Direct communication to the teacher that he/she must improve and the consequences of failure to do so.
 3. Repeated attempts by administrators and the school district to provide assistance and resources to help the teacher improve.
 4. Substantial opportunity for the teacher to improve.
 5. Substantial data to suggest that the teacher is not competent to continue in the teaching profession.
- A. No later than May 1st of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association.
- O. Each teacher's evaluation shall include at the conclusion of the report, the statement:

"Considering all factors, the work performance of the teacher is -

Satisfactory_____Marginal_____Unsatisfactory_____

ARTICLE XV

Teacher Discipline

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

- "Progressive Discipline" - Concept of applying disciplinary action in increasing degrees of severity, ranging from verbal warning (least severe) to discharge as a last resort (most severe).
- "Disciplinary Action" - Disciplinary measures of a progressive nature, such as verbal warnings, written warnings, reprimands, suspensions, reduction in rank, compensation or professional advantage, or discharge.
- "Just Cause" - The criteria for:
- a. Could the employee reasonably have been expected to know that disciplinary action could result as a consequence of his/her behavior?
 - b. Was the rule or policy reasonably related to the orderly, efficient and safe operation of the district or to behavior that the district might properly expect of an employee?
 - c. Prior to administering disciplinary action, was an effort made to determine whether, in fact, the employee did violate or disobey a rule or policy?
 - d. Was the investigation conducted in an objective, impartial manner?
 - e. Did the investigation provide ample evidence that the employee was guilty as charged?
 - f. Was the degree of discipline administered reasonably related to the seriousness of the employee's offense and past record of service to the district?
- "Procedural Due Process" - Adherence to procedures as specified in this Agreement.
- A. No disciplinary action shall be taken against any teacher without just cause. Any such discipline, including adverse evaluation of a teacher's performance or placement on third year probation, shall be subject to the grievance procedure as set forth in Section B of this Article. The specific grounds forming the basis for disciplinary action will be made available in writing to the teacher, and if the teacher so requests, a copy will be provided to the Association.

- B. A teacher shall be entitled to have a representative of the Association present during any disciplinary action. When a request for such representation is made, action with respect to the teacher shall, at the request of the teacher, be deferred up to forty-eight (48) hours, to allow the representative of the Association to be present.
- C. The Board agrees to follow a policy of progressive discipline.
- D. If the discharge of a teacher is to be considered, such action shall be preceded by:
 - *1. Repeated occurrences of the alleged offense.
 - *2. Direct communication to the teacher that he/she must improve and the consequences of failure to do so.
 - *3. Repeated attempts by administrators and the school district to provide assistance and resources to help the teacher improve.
 - *4. Adequate opportunity for the teacher to improve.
 - *5. Adequate data to suggest that the teacher is unfit for the teaching profession.
- E. In all instances involving discipline measures instituted by the Board against a bargaining unit member, the Board shall bear the burden of proof.

15.2 Grievance Procedure: Teacher Evaluation and Discipline. Grievances pertaining to disciplinary action (as defined in Section 15.1 of this Article), adverse evaluation of teacher performance or alleged improper placement on third year probation asserted by the Board or any agent or representative thereof shall be subject to the grievance procedures as set forth below:

A. Probationary Teachers

- Step One: Level one of the grievance procedure as specified in Article XVIII.
- Step Two: Level two of the grievance procedure as specified in Article XVIII.
- Step Three: Level three of the grievance procedure as specified in Article XVIII.
- Step Four: Level four of the grievance procedure as specified in Article XVIII.

Except for cases reaching the level of binding arbitration as specified in this Article, the evaluation and disposition of probationary teachers is specifically understood by both parties to be the exclusive province of the Board in accordance with the provisions of the Michigan Tenure Act (Act No. 4 of the Public Acts of the Extra Session of 1937, as amended, through the Regular Session of 1964.)

*Except in those instances involving gross misconduct where Sections a. and b. of "Just Cause" definition would apply.

B. Tenure Teachers

- Step One: Level one of the grievance procedure as specified in Article XVIII.
- Step Two: Level two of the grievance procedure as specified in Article XVIII.
- Step Three: Level three of the grievance procedure as specified in Article XVIII.
- Step Four: Level four of the grievance procedure as specified in Article XVIII.

C. Teachers Other Than Probationary or Tenure Teachers

- Step One: Level one of the grievance procedure as specified in Article XVIII.
- Step Two: Level two of the grievance procedure as specified in Article XVIII.
- Step Three: Level three of the grievance procedure as specified in Article XVIII.
- Step Four:
 - a. If the grievance is not resolved in Step Three, the Board and representatives of the Association shall meet within a reasonable time, not to exceed ten (10) working days, unless a longer time is mutually agreed upon between the parties to discuss the grievance.
 - b. The decision reached by the Board shall be in writing and shall be forwarded to the aggrieved person within ten (10) working days following the conclusion of the meeting. A copy of this decision shall be simultaneously provided to the Association. Additional time may be allowed by mutual agreement of both parties.

15.3 The following conditions set forth the stipulations governing the application of binding arbitration as agreed upon in this Article:

- A. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Four, the Association may appeal the issue to an impartial arbitration panel. Such appeal shall take place within fifteen (15) working days from date of receipt of the Step Four decision by the Association.
- B. The arbitration panel shall consist of three (3) persons who shall be selected in the following manner:
 - 1. One (1) person chosen by the Association.
 - 2. One (1) person chosen by the Board.
 - 3. One (1) person, who shall be currently employed in the area of mediating or arbitrating labor disputes, mutually acceptable to the Board and the Association.

Article XV - Cont.

- C. The Board and the Association shall have ten (10) days in which to reach agreement on the third panel member as described in B. 3. immediately above. In the event that mutual agreement on the third panel member cannot be reached within the above period, either party may request the chairperson of the Michigan Employment Relations Commission, or his/her designee, to appoint the third panel member, and the chairperson or his/her designee, shall so appoint in not more than seven (7) days, a person to the panel who meets the qualifications as stipulated in B. 3. immediately above.
- D. The arbitration panel shall convene to hear the dispute within twenty (20) days after the complete panel has been selected. The hearing shall be held at a time and locale determined by mutual agreement of the parties. The decision of the arbitration panel shall be final and binding on both parties.
- E. No person shall serve as neutral arbitrator in any arbitration in which he/she has any financial or personal interest in the result thereof, unless the parties, in writing, waive such disqualification. It shall be assumed that all persons employed or retained by either the Board or the Association have a "personal" interest and therefore, such persons may not serve.
- F. Any party may be represented at a hearing by counsel or by other authorized representatives.
- G. The chairperson for the panel shall be either the member mutually selected by the parties or by the chairperson of the Employment Relations Commission, or his/her designee.
- H. All decisions of the arbitrators shall be by majority vote.
- I. A stenographic record of the hearing shall be made if requested by one (1) or more of the parties. The cost of the stenographic record shall be borne by the party requesting it unless both parties order copies of the transcript. If both parties order transcripts, the total stenographic costs shall be shared equally. The cost of additional transcripts shall be the responsibility of the party making the request.
- J. The Association may initiate a written demand for arbitration under these rules. Such demand shall set forth the nature of the dispute and the remedy sought.
- K. Copies of the demand for arbitration and the written agreement between the parties (master agreement) shall be provided to each arbitrator on the panel.
- L. The proceedings of the arbitration hearing shall be informal, any oral or documentary evidence and other data deemed relevant by the arbitration panel may be received in evidence. Technical rules of evidence shall not apply and the competency of the evidence shall not be deemed impaired.

Article XV - Con't.

- M. The decision of the panel shall be in writing and copies provided each of the parties no later than thirty (30) days following the date of the closing of the hearings or from the date of transmitting any final statement proofs to the panel.
- N. The fees and expenses of the arbitration panel member selected by each party shall be borne by the respective party, while the fees and expenses of the arbitration panel member mutually selected by the Board and the Association or by the Employment Relations Commission, shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- O. No decision in any case shall require a retroactive adjustment in any other case.
- P. Sections 18.4 A. and 18.5 through 18.8 of Article XVIII by reference hereto are incorporated and made part of this Article.

ARTICLE XVI

Protection of Teachers

- 16.1 A. Since the teacher's authority and effectiveness in his/her classroom or other place of assignment is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers. In view of this, building administrators shall make every effort to support teachers in the establishment of a learning environment in the building that is conducive to effective instruction.
- B. The Board further recognizes that the teacher, other than teachers of special education, may not fairly be expected to assume the responsibility for severely emotionally impaired students. It is acknowledged by both parties, however, that under the provisions of Public Act 451 of 1976 (P.A. 198 of 1971 revised) and Public Law 94-142 of 1975, Education of All Handicapped Children, the determination of appropriate education programs for students entitled to special education services and programs lies within the jurisdiction of the Individual Educational Planning Committee (IEPC) and implementation of current Michigan Special Education Rules and Regulations, and Michigan Special Education Rules as amended in 1987.
- C. The Board recognizes the need to allow time for sending and receiving teachers to write reports and attend individualized educational planning committee meetings.*
- 16.2 Although compulsory education has been mandated by statute and enforced by the courts to guard the student from arbitrary exclusion, attendance can be prohibited or restricted when a student is in violation of one or more of the categories of misconduct as outlined in the Student Code of Conduct approved by the Board. Therefore -
- A. A teacher may immediately refer a pupil from a class to the principal's office when the seriousness of the offense, the persistence of the misbehavior and/or the disruptive effect of the violation(s) makes the continued presence of the student in the classroom intolerable.** In such cases all offenses shall be documented and the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be permitted to return to the classroom from which he/she was referred for the remainder of the class period in secondary schools, (equivalent time in elementary schools), unless specifically requested by the teacher at the time the student is sent from the room. Supervision of such students shall not be the responsibility of another teacher, unless the teacher agrees to this assignment and the duration is on a semester basis.

*At the secondary level, a potential general education teacher or a counselor shall be selected by the building principal. This teacher representative shall review the plan with other receiving teachers to discuss possible changes before any new program is implemented.

**For the purposes of this section, the term "intolerable" shall refer to any student behavior which threatens the welfare and/or safety of the teacher and/or other students, disobedient or gross misbehavior as defined in the Student Code of Conduct, and/or any activity which is so disruptive the instruction is continually interrupted.

- B. When, in the opinion of the teacher, the student's behavior continues to be disruptive to the learning process after returning to class, or the student continues to violate known and approved rules pertaining to student behavior, the teacher shall furnish the principal full particulars of all aforementioned incidents of misbehavior and a description of efforts the teacher has made to work more effectively with the student. Action taken by the principal shall be reported in writing to the teacher. The principal's written response shall include full particulars of the content of his/her discussion with the student, what conditions have been established to deal with future incidents and the disposition of the case. The student shall not be returned to the classroom until a consultation with the principal, teacher and student has taken place in accordance with the following rules:
1. The consultation shall be in private.
 2. The teacher shall have the right to representation by the Association.
 3. The consultation should not interrupt the teacher's instruction time.
 4. Every effort will be made by the administration to involve the parent(s), including notification by certified mail.
- C. Student misconduct in hallways and other places where teachers have responsibility to supervise student conduct shall be dealt with as outlined:
1. The teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
 2. The principal, shall respond to the teacher in writing. The principal's written response shall include full particulars of the content of his/her discussion with the student, what conditions have been established to deal with future incidents, and the disposition of the case.
 3. If the consultation between the principal, teacher and student is requested by either the teacher or the principal, the provisions of 16.2 B. 1., 2., 3., and 4. of this Article shall apply.
- 16.3 When a teacher has one or more pupils who, in the opinion of the teacher, is repeatedly disruptive to the learning process of his/her classmates, or is repeatedly in violation of the Student Code of Conduct, and previous efforts by the teacher(s) and the principal/administrator have failed to alleviate or rectify the situation, a written report by the classroom teacher will be given to the building principal/supervisor who will forward this report to the Assistant-Superintendent of Educational Services. Effective steps will be made by the administration and the Board to alleviate the situation by whatever means is available including referral for a special education evaluation. This evaluation is to be given priority status.
- 16.4 Any case of assault upon a teacher shall be promptly reported in writing to the Board or its designated representative. Copies of this report are to be forwarded immediately to the Association. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assaults and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

Article XVI - Con't.

- 16.5 If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary legal assistance to the teacher for his/her defense, provided the teacher has complied with the Student Code of Conduct as established by the Board.
- 16.6 Time lost by a teacher in connection with any suit referred to in 16.5 above of this Article shall not be charged against a teacher unless the teacher is proven guilty or found liable in a court of law. Under no circumstances shall such loss of time be allowed if the teacher involved was following the guidelines of the Student Code of Conduct and performing his/her assigned duties.
- 16.7 The Board will reimburse teachers for any non-negligent loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on school premises if such loss or damage is the result of a student attack upon the teacher or results from student resistance to reasonable discipline or physical restraint by the teacher.
- 16.8 The Board will strongly encourage building administrators to enforce the present and future trespassing laws. These laws will be enforced against all students not assigned to that building, non-students and non-employees.
- 16.9 It is understood that bargaining unit members shall have the right, if in doubt, to request and receive any administrative order in writing unless an emergency situation exists.
- 16.10 No action shall be taken on any complaint by a parent or a student directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file before such matter is reported in writing to the teacher concerned.
- 16.11 The standard for administering student discipline in the district for both teachers and administrators shall be the Student Code of Conduct, as currently adopted, or subsequently revised by the Board. The Association may, as deemed necessary, suggest revisions of the Student Code. Such recommendations shall be conveyed in writing to the Office of Pupil Personnel Services. If any provision of the Student Code or any application of it shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. A copy of the current Student Code shall be provided to each bargaining unit member no later than the first week of each school year or within ten (10) days after any revision is made.
- 16.12 Any resignation submitted by a member of the bargaining unit during the school year and/or prior to July 1, may be revoked by said member within seven (7) calendar days after the Association has been notified. If such resignation is submitted after July 1, and before the start of the school year, the time allowed for revocation shall be three (3) weekdays, after the Association has been notified.

ARTICLE XVII

Negotiation Procedures

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

ARTICLE XVIII

Grievance Procedure and Arbitration

18.1 Definitions

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

18.2 Purpose

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

18.3 Procedure

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

Level One

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

*If the alleged grievance involves a single building, it shall be initiated with the building principal or supervisor. If the alleged grievance involves more than a single building, the aggrieved person may elect to institute the informal discussion at Level Three.

Level Two

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

Level Three

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

Level Four

1. If the grievance is not resolved at Level Three, the Superintendent and representatives of the Association shall meet within a reasonable time, not to exceed ten (10) working days unless a longer time is mutually agreed upon between the parties to discuss the grievance. In the event that the Superintendent is unavailable and an extension of the time limit is not granted, the Superintendent may appoint a designee.
2. The decision reached by the Superintendent and other representative of the Board shall be in writing and shall be forwarded to the aggrieved person within ten (10) working days following the conclusion of the meeting. A copy of this decision shall be simultaneously provided to the Chairperson of the Professional Rights and Responsibilities Committee. Additional time may be allowed by mutual agreement of both parties.

Level Five

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

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

- 18.4 Powers of the Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
- A. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties.
 - B. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - C. No decision in any one (1) case shall require a retroactive adjustment in any other case.
- 18.5 Any claim or grievance instituted prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.
- 18.6 Paid leave shall be provided any teacher(s) identified as the aggrieved party(ies) who is called to testify at an arbitration hearing.
- 18.7 In the event that a grievance is filed by a bargaining unit member or the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties, may, by mutual consent, send the grievance directly to binding arbitration.
- 18.8 Should the Board, or its agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the Association's position shall stand. Should the Association not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the Board's position shall stand.

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

ARTICLE XIX

Instructional Council and Professional Study Committees

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

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

ARTICLE XX

Miscellaneous Provisions

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

ARTICLE XXI

School Finance and Budget

- 21.1 It is desirable that the Association be informed of fiscal, budgetary and tax programs affecting the district, and that all such information be available to the Association. The Board will, therefore, readily provide such information as it becomes available. Prior to the adoption of any resolution setting an election for operation, bonding or sinking fund millage, the Association shall have the opportunity to consult with the Board concerning such proposals.

ARTICLE XXII

Duration of Agreement

- 22.1 The terms of this Agreement are effective as of July 1, 1997, and shall continue in effect until June 30, 1999.

ARTICLE XXIII

Management Rights

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

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

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

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 XXIV

Entire Agreement Clause

This Agreement supersedes and cancels all previous written Agreements between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

APPENDIX

Adult Education, Alternative Education and Similar Type Programs

(Teenage Parents, Special Education, Alternative High School, Muskegon Training and Education Center)

Page 7 - Article V - Paragraph 5.1

In Adult Education, Alternative Education and similar type programs outside the regular K-12 program, the workday for teachers may vary as to the starting and ending times provided that the total hours in the work week do not exceed stated limitation.

Page 7 - Article V - Paragraph 5.1

The assigned academic contact periods may include the following three (3) hour instructional block:

*6:00 p.m. - 9:00 p.m.

Page 8 - Article V - Paragraph 5.2 A.

Teachers in Adult Education, Alternative Education and similar type programs will be at their assigned position no later than five (5) minutes before the activity is to begin. Special Education teachers are excepted from this provision and are governed by the language of Article V, paragraph 5.2 A.

Page 8 - Article V - Paragraph 5.2 B. 2.

The Adult Education, Alternative Education and similar type programs may have an uninterrupted lunch period that exceeds thirty (30) minutes in the event it becomes necessary for scheduling flexibility. While the Board will make an effort to avoid split scheduling, it must be recognized that because of the nature of these programs it will not always be possible.

*6:15 p.m. - 9:15 p.m. for the traditional Adult High School evening classes.

TABLE I
SALARY SCHEDULE
1997-98

YEARS	PTS	A.B. SALARY	PTS	A.B.+20 SALARY	PTS	M.A. SALARY	PTS	M.A.+30 SALARY	PTS	M.A.+60 SALARY
35*		54,112		56,578		59,044		59,969		60,585
30*		53,339		55,805		58,271		59,195		59,811
25*		52,561		55,027		57,493		58,418		59,034
20*		51,786		54,253		56,719		57,644		58,259
15*		51,011		53,477		55,943		56,868		57,484
14	163	50,243	171	52,709	179	55,175	182	56,100	184	56,716
13	163	50,243	171	52,709	179	55,175	182	56,100	184	56,716
12	163	50,243	164	50,552	171	52,709	173	53,326	175	53,942
11	155	47,777	157	48,394	164	50,552	166	51,168	168	51,785
10	148	45,620	150	46,236	157	48,394	159	49,010	161	49,627
9	141	43,462	143	44,079	150	46,236	152	46,853	154	47,469
8	135	41,613	137	42,229	143	44,079	145	44,695	147	45,311
7	129	39,763	131	40,380	136	41,921	138	42,537	140	43,154
6	123	37,914	125	38,530	130	40,071	132	40,688	134	41,304
5	118	36,372	120	36,989	124	38,222	126	38,838	128	39,455
4	113	34,831	115	35,448	119	36,681	121	37,297	123	37,914
3	108	33,290	110	33,907	114	35,140	116	35,756	118	36,372
2	104	32,057	106	32,674	110	33,907	112	34,523	114	35,140
1	100	30,824	102	31,441	106	32,674	108	33,290	110	33,907

The scheduled increases are dependent upon approved experience in the school system. Such experience is approved through the supervisory report of the immediate supervisor.

* These additional salaries represent the payment of the longevity schedule.

TABLE I-A
SALARY SCHEDULE
1998-99

One percent (1%) guaranteed increase to the base wage and longevity scale for 1998/99 with final increase to be determined with a reopening per total compensation language in May, 1998.

YEARS	PTS	A.B. SALARY	PTS	A.B.+20 SALARY	PTS	M.A. SALARY	PTS	M.A.+30 SALARY	PTS	M.A.+60 SALARY
35*										
30*										
25*										
20*										
15*										
14	163		171		179		182		184	
13	163		171		179		182		184	
12	163		164		171		173		175	
11	155		157		164		166		168	
10	148		150		157		159		161	
9	141		143		150		152		154	
8	135		137		143		145		147	
7	129		131		136		138		140	
6	123		125		130		132		134	
5	118		120		124		126		128	
4	113		115		119		121		123	
3	108		110		114		116		118	
2	104		106		110		112		114	
1	100		102		106		108		110	

The scheduled increases are dependent upon approved experience in the school system. Such experience is approved through the supervisory report of the immediate supervisor.

These additional salaries represent the payment of the longevity schedule.

TABLE II

Salary Schedule - Attendance Officer

Calculated on 1997-98 base of \$30,644

Calculated on 1998-99 base of \$

Years	Points	1997-98	1998-99
1	85	26,064	
2	89	27,273	
3	93	28,499	
4	98	30,031	
5	103	31,563	
6	109	33,402	
7	115	35,241	
8	122	37,386	
9	129	39,531	
10	137	41,982	
11	146	44,740	
12	154	47,192	
13	162	49,643	

(See Table VI and VI-A for Longevity Pay)

TABLE III*
Co-curricular Services
(Exclusive of Athletics)

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

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

**Percentage of 1997-98 base of \$30,824
Percentage of 1998-99 base

TABLE IV
Co-curricular Salaries - Coaches

<u>Activity</u>	<u>Percent**</u>
Head Varsity - Football	19.6
Varsity Assistant	13.1
9th Grade Head - Football	9.0
9th Grade Asst.	7.4
Middle School Varsity - Football	11.2
Varsity Assistant	10.3
Middle School Head - Football	6.8
Middle School Assistant	5.2
Head Varsity - Basketball	19.6
Assistant Coach	13.1
9th Grade Head - Basketball	9.0
Middle School Head - Basketball	6.8
Middle School Assistant 7/8 grade	5.2
Head Varsity - Baseball	11.9
Varsity Assistant	7.24
Senior High - Softball	11.9
Varsity Assistant	7.24
Middle School - Softball	4.0
Head Varsity - Track	11.9
Varsity Assistant	7.24
Middle School Track	4.25
Cross Country	6.8
Tennis Coach	6.8
Golf Coach	5.2
Swimming - Senior High	12.6
Middle School	4.0
Head Varsity - Wrestling	12.6
Varsity Assistant	9.1
Middle School Wrestling	4.0
Volleyball- Senior High	12.6
Varsity Assistant	9.1
Middle School Volleyball	4.0
Head Soccer Coach	12.6
Assistant Soccer Coach	7.24

**Percentage of 1997-98 of \$30,824
Percentage of 1998-99

TABLE V
Salary Schedule for Professional Employees

Hackley Public Library
(Covering 48 weeks of employment)
Effective July 1, 1997

YEARS	PTS	A.B. SALARY	PTS	A.B.+20 SALARY	PTS	M.A. SALARY	PTS	M.A.+30 SALARY	PTS	M.A.+60 SALARY
35*		54,112		56,578		59,044		59,969		60,585
30*		53,339		55,805		58,271		59,195		59,811
25*		52,561		55,027		57,493		58,418		59,034
20*		51,786		54,253		56,719		57,644		58,259
15*		51,011		53,477		55,943		56,868		57,484
14	163	50,243	171	52,709	179	55,175	182	56,100	184	56,716
13	163	50,243	171	52,709	179	55,175	182	56,100	184	56,716
12	163	50,243	164	50,552	171	52,709	173	53,326	175	53,942
11	155	47,777	157	48,394	164	50,552	166	51,168	168	51,785
10	148	45,620	150	46,236	157	48,394	159	49,010	161	49,627
9	141	43,462	143	44,079	150	46,236	152	46,853	154	47,469
8	135	41,613	137	42,229	143	44,079	145	44,695	147	45,311
7	129	39,763	131	40,380	136	41,921	138	42,537	140	43,154
6	123	37,914	125	38,530	130	40,071	132	40,688	134	41,304
5	118	36,372	120	36,989	124	38,222	126	38,838	128	39,455
4	113	34,831	115	35,448	119	36,681	121	37,297	123	37,914
3	108	33,290	110	33,907	114	35,140	116	35,756	118	36,372
2	104	32,057	106	32,674	110	33,907	112	34,523	114	35,140
1	100	30,824	102	31,441	106	32,674	108	33,290	110	33,907

The scheduled increases are dependent upon approved experience in the school system. Such experience is approved through the supervisory report of the immediate supervisor.

*These additional salaries represent the payment of the longevity schedule.

TABLE V-A
Salary Schedule for Professional Employees

Hackley Public Library
(Covering 48 weeks of employment)
Effective July 1, 1998

One percent (1%) guaranteed increase to the base wage and longevity scale for 1998/99 with final increase to be determined with a reopening per total compensation language in May, 1998.

YEARS	PTS	A.B. SALARY	PTS	A.B.+20 SALARY	PTS	M.A. SALARY	PTS	M.A.+30 SALARY	PTS	M.A.+60 SALARY
35*										
30*										
25*										
20*										
15*										
14	163		171		179		182		184	
13	163		171		179		182		184	
12	163		164		171		173		175	
11	155		157		164		166		168	
10	148		150		157		159		161	
9	141		143		150		152		154	
8	135		137		143		145		147	
7	129		131		136		138		140	
6	123		125		130		132		134	
5	118		120		124		126		128	
4	113		115		119		121		123	
3	108		110		114		116		118	
2	104		106		110		112		114	
1	100		102		106		108		110	

The scheduled increases are dependent upon approved experience in the school system. Such experience is approved through the supervisory report of the immediate supervisor.

* These additional salaries represent the payment of the longevity schedule.

TABLE VI

Longevity

1997-98

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

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

34 or more years of service	\$3,869
29 years of service	3,095
24 years of service	2,318
19 years of service	1,543
14 years of service	768
2. Longevity for instructional staff shall be computed on the basis of a school year, commencing with the effective date of the contract.
3. Teachers who are contracted for nine (9) or more months in the school year will be given credit for one (1) year on the salary schedule. Persons who are employed for a period of eleven (11) months must serve for a period of eleven (11) months for a full year of credit.
4. Persons who work for less than a full day shall be allowed a pro-rata fraction of a year's service credit. Persons who work less than the contract year shall be allowed a pro-rata service credit for that year.
5. Credit will be given for all years of experience approved by the Muskegon Public Schools. In the event of interrupted employment, longevity credit shall be given for the latest approved experience granted.
6. Credit will be given for service outside the school system to the extent that such credit is allowed on initial employment.
7. For instructional employees, longevity shall be divided equally between pays.

*For the purposes of payment of longevity, service of three-fourths (3/4) of a year or more shall be considered a full year's service.

TABLE VI

Longevity

1998-99

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

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

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

*For the purposes of payment of longevity, service of three-fourths (3/4) of a year or more shall be considered a full year's service.

Table VII
Early Retirement
(1997-1999)

- A. Any teacher who qualifies for non-deferred retirement benefits from the MPSERS (excluding "Death" or "Duty Death" retirements as defined by MPSERS) who has not reached sixty-five (65) years of age, and who is at the 13th step or above on any salary degree column, may elect early retirement from the Muskegon Public School District. Any teacher fifty-five (55) through sixty-four (64) years of age may select either of the following benefit packages. Any teacher forty-nine (49) through fifty-four (54) years of age shall select Package #1.

Note: Selection of a package shall be considered irrevocable.

- B. Conditions affecting the payment of early retirement benefits:
1. In order to be eligible for full early retirement benefits, a teacher:
 - a. Must retire at least one (1) full school year before he/she reaches the age of sixty-five (65).
 - b. Employed full-time or less must have seven (7) full-time equivalent years of service within the Muskegon Public School System.
 2. Yearly payments would continue as long as at least one (1) full school year remains before the teacher attains eligibility for full social security benefits.
 3. Insurance (other than life) and all other early retirement benefits shall terminate the month the teacher attains eligibility for full social security benefits, or dies, whichever occurs first.

Life insurance benefits will terminate the month the teacher reaches the age of 65, attains eligibility for full social security benefits or dies, whichever occurs first.
 4. It is understood that all teachers employed or who were brought into the system through transfer, consolidation or annexation of a program prior to the effective date of this agreement, are exempt from the seven (7) year requirement as set forth in this article.
 5. It is also understood that any teachers who are brought into the system through transfer, consolidation or annexation of a program after the effective date of this agreement shall qualify for the full early retirement benefits if they have a combination of at least seven (7) full-time equivalent years of service with Muskegon Public Schools and the previous school district or program.

PACKAGE #1

1. a. The Board shall provide, without cost to each retiree, \$50,000 MESSA term life insurance with AD & D. Life insurance benefits will terminate the first day of the month in which the retiree reaches the age of sixty five (65).
- b. The Board shall pay the teacher such sums as follows:
 - (1) For the first year, or portion thereof, a maximum of three thousand seven hundred dollars (\$3,700.00) to be paid in twelve (12) equal monthly installments. Monthly payments will cease once 12 equal installments have been made, the month in which the retiree reaches sixty two (62) years of age, is eligible for Medicare, or dies; whichever comes first. Monthly payments shall begin within thirty (30) days after his/her last workday of the year. Payments will be made through direct deposit.
 - (2) For succeeding years, a maximum of one thousand seven hundred dollars (\$1,700.00) to be paid in equal monthly installments until the month in which the retiree reaches sixty two (62) years of age, is eligible for Medicare, or dies; whichever comes first. Payments will be made through direct deposit.
 - (3) A maximum of one thousand dollars (\$1,000.00) to be paid annually in equal monthly installments to the retiree from the month the retiree turns 62 years of age until the retiree is eligible for Medicare or dies; which ever comes first. Payments will be made through direct deposit.

PACKAGE #2

1. a. The Board shall provide health insurance as provided for employed teachers, as specified in the Master Agreement. If a husband and wife both elect Package #2 upon retirement, and are both covered by MESSA insurance at the time of retirement, the Board shall provide health insurance coverage as provided for employed teachers as stipulated in the Master Agreement for the retiree(s) so that both the husband and wife and any eligible dependents are provided health insurance, and that the insurance coverage is not duplicated.
- b. The Board shall pay the teacher such sums as follows:
 - (1) Three thousand dollars (\$3,000.00) within thirty (30) days after his/her last work- day of the first year of retirement.
 - (2) One thousand dollars (\$1,000) each year thereafter.

CALENDAR
1997-98

Monday, August 25, 1997

Attendance required all day

A.M. Staff meetings/Building meetings
P.M. Staff work in buildings - no required meetings

Tuesday, August 26, 1997

Attendance required all day

A.M. District-wide school improvement meetings
Class lists available by 9:00 a.m.
P.M. Staff work in buildings - no required meetings

Wednesday, August 27, 1997

Attendance required all day

A.M. Elementary - Students dismissed at 11:35 a.m.
Middle Schools - Students dismissed at 10:40 a.m.
High School - Students dismissed at 11:00 a.m.
P.M. Staff work in buildings - no required meetings

Monday, September 1, 1997

Labor Day - NO SCHOOL

Tuesday, September 9, 1997

Elementary:

A.M. Professional development in-service
P.M. Students in session

Middle & High School:

A.M. Students in session
P.M. Professional development in-service

Wednesday, October 1, 1997

A.M. Elementary teacher planning in buildings - no required meetings
P.M. Elementary students in session

(Regular day for middle and high school)

Friday, October 3, 1997

Senior High School - Close of mid-marking period

Thursday, October 9, 1997

Senior High School - Mid-marking period reports due by 9:30 a.m.

Friday, October 10, 1997

Middle Schools - End of 1st marking period

Week of October 13, 1997

Senior High School - Parent-Teacher Conferences
(First compensatory day is Friday, October 17, 1997, p.m. Second compensatory day, if needed, is Wednesday, November 26, 1997, p.m.)

Thursday, October 16, 1997

Middle Schools - Marking reports due by 9:30 a.m.

Friday, October 17, 1997

Elementary - End of 1st marking period

Week of October 20, 1997

Middle Schools - Parent-Teacher Conferences
(First compensatory day is Friday, October 24, 1997, p.m. Second compensatory day, if needed, is Wednesday, November 26, 1997, p.m.)

Thursday, October 23, 1997

A.M.	Elementary teacher planning in buildings - no required meetings
P.M.	Elementary students in session
	Elementary report cards available for building administrators

(Regular day for middle and high school)

Week of October 27, 1997

Elementary Schools - Parent-Teacher Conferences
(First compensatory day is Friday, October 31, 1997, p.m. Second compensatory day, if needed, is Wednesday, November 26, 1997, p.m.)

Friday, October 31, 1997

Senior High School - End of 1st marking period

Thursday, November 6, 1997

Senior High School - Marking reports due by 9:30 a.m.

Friday, November 21, 1997

Middle Schools - End of 2nd marking period

Wednesday, November 26, 1997

Middle Schools - Marking reports due by 9:30 a.m.

Thursday and Friday, November 27 & 28, 1997

Thanksgiving Recess - NO SCHOOL

Friday, December 5, 1997

Senior High School - Close of mid-marking period

Thursday, December 11, 1997

Senior High School - Mid-marking reports due by 9:30 a.m.

Monday, December 22, 1997

Christmas Recess begins - NO SCHOOL

Monday, January 5, 1998

Classes Resume

Tuesday, Wednesday, Thursday, January 13, 14, 15, 1998

Senior High School - Exam Schedule - Students dismissed by 11:00 a.m.
(Failure slips due by noon of the day following the exam)

Thursday, January 15, 1998

Senior High & Elementary Schools - End of 2nd marking period & 1st semester
Middle Schools - End of 3rd marking period and 1st semester

Friday, January 16, 1998

Workday without students - Record keeping - no required meetings

Monday, January 19, 1998

Martin Luther King, Jr. Day - NO SCHOOL

Tuesday, January 20, 1998

Elementary - Report cards sent home with students
Middle and High Schools - Marking reports due by 9:30 a.m.
Second semester begins - all classes in session

Thursday, February 12, 1998

Senior High School - Close of mid-marking period

Friday and Monday, February 13 and February 16, 1998

Mid-winter Recess - NO SCHOOL

Thursday, February 19, 1998

Senior High School - Mid-marking period reports due by 9:30 a.m.

Week of February 23, 1998

Senior High School - Parent-Teacher Conferences
(First compensatory day is Friday, February 27, 1998, p.m. Second compensatory day, if needed, will be Friday, April 3, 1998, p.m.)

Friday, February 27, 1998

Middle Schools - End of 4th marking period

Thursday, March 5, 1998

Middle Schools - Marking reports due by 9:30 a.m.

Week of March 9, 1998

Middle Schools - Parent-Teacher Conferences
(First compensatory day will be Friday, March 13, 1998, p.m. Second compensatory day, if needed, will be Friday, April 3, 1998, p.m.)

Thursday, March 19, 1998

A.M. Elementary planning in buildings - no required meetings
P.M. Elementary students in session

(Regular day for middle and high school)

Friday, March 20, 1998

Senior High School - End of 3rd marking period

Monday, March 23, 1998

Elementary reports available for building administrators

Week of March 23, 1998

Elementary Schools - Parent-Teacher Conferences
(First compensatory day is Friday, March 27, 1998, p.m. Second compensatory day, if needed, is Friday, April 3, 1998, p.m.)

Thursday, March 26, 1998

Senior High School - marking reports due 9:30 a.m.

Monday, April 6 - Friday, April 10, 1998

Spring Recess - NO SCHOOL

Friday, April 17, 1998

Middle Schools - End of 5th marking period

Tuesday, April 21, 1998

Elementary:

A.M. Professional development in-service
P.M. Students in session

Middle & High School:

A.M. Students in session
P.M. Professional development in-service

Thursday, April 23, 1998

Middle Schools - marking reports due by 9:30 a.m.

Friday, May 1, 1998

Senior High School - Close of mid-marking period

Thursday, May 7, 1998

Senior High School - Mid-marking reports due by 9:30 a.m.

Friday, May 22, 1998

Hackley Day

A.M.	Elementary teachers students dismissed at 11:35 a.m. Middle Schools - Students dismissed at 10:40 a.m. High School - Students dismissed at 11:00 a.m.
P.M.	NO SCHOOL

Monday, May 25, 1998

Memorial Day - NO SCHOOL

Weeks of June 1 & 8, 1998

Elementary - Monday and Tuesday, June 8 & 9, 1998

A.M.	Students in school - Dismissal at 11:35 a.m.
P.M.	Records Day - no students

Report cards sent home with students on Tuesday, June 9, 1998

Middle & High Schools - Friday, Monday & Tuesday, June 5, 8, & 9, 1998

A.M.	Exams: Middle Schools - Students dismissed at 10:40 a.m.* High School - Students dismissed at 11:00 a.m.
P.M.	Records Day - no students

Wednesday, June 10, 1998

A.M. Half-day without students - teacher attendance optional

All teachers must complete records and responsibilities according to school closing instructions for their building.

NOTE: Elementary refers to grades Pre-K through 5.
Middle School refers to grades 6 through 8.
High School refers to grade 9 through 12.

*Middle School - Final exams, shall be optional at the discretion of the teacher.

CALENDAR
1998-99

Monday, August 31, 1998

Attendance required all day

A.M. Staff meetings/Building meetings
P.M. Staff work in buildings - no required meetings

Tuesday, September 1, 1998

Attendance required all day

A.M. District-wide school improvement meetings
Class lists available by 9:00 a.m.
P.M. Staff work in buildings - no required meetings

Wednesday, September 2, 1998

Attendance required all day

A.M. Elementary - Students dismissed at 11:35 a.m.
Middle Schools - Students dismissed at 10:40 a.m.
High School - Students dismissed at 11:00 a.m.
P.M. Staff work in buildings - no required meetings

Monday, September 7, 1998

Labor Day - NO SCHOOL

Tuesday, September 15, 1998

Elementary:

A.M. Professional development in-service
P.M. Students in session

Middle & High School:

A.M. Students in session
P.M. Professional development in-service

Wednesday, September 30, 1998

A.M. Elementary teacher planning in buildings - no required meetings
P.M. Elementary students in session
(Regular day for middle and high schools)

Friday, October 9, 1998

Senior High School - Close of mid-marking period

Thursday, October 15, 1998

Senior High School - Mid-marking period reports due by 9:30 a.m.

Friday, October 16, 1998

Middle Schools - End of 1st marking period

Week of October 19, 1998

Senior High School - Parent-Teacher Conferences
(First compensatory day is Friday, October 23, 1998, p.m. Second compensatory day, if needed, is
Wednesday, November 25, 1998, p.m.)

Thursday, October 22, 1998

Middle Schools - Marking reports due by 9:30 a.m.

Friday, October 23, 1998

Elementary - End of 1st marking period

Week of October 26, 1998

Middle Schools - Parent-Teacher Conferences
(First compensatory day is Friday, October 30, 1998, p.m. Second compensatory day, if needed, is
Wednesday, November 25, 1998, p.m.)

Thursday, October 29, 1998

A.M. Elementary teacher planning in buildings - no required meetings
P.M. Elementary - Report cards available for building administrators

(Regular day for middle and high schools)

Week of November 2, 1998

Elementary Schools - Parent-Teacher Conferences
(First compensatory day is Friday, November 6, 1998, p.m. Second compensatory day, if needed,
is Wednesday, November 25, 1998, p.m.)

Friday, November 6, 1998

Senior High School - End of 1st marking period

Tuesday, November 10, 1998

Elementary:

A.M.	Professional development in-service
P.M.	Students in session

Tuesday, November 10, 1998 (Continued)

Middle & High School:

A.M.	Students in session
P.M.	Professional development in-service

Thursday, November 12, 1998

Senior High School - Marking reports due by 9:30 a.m.

Wednesday, November 25, 1998

Middle Schools - End of 2nd marking period

Thursday and Friday, November 26, 27, 1998

Thanksgiving Recess - NO SCHOOL

Thursday, December 3, 1998

Middle Schools - Marking reports due by 9:30 a.m.

Friday, December 11, 1998

Senior High School - Close of mid-marking period

Thursday, December 17, 1998

Senior High School - Mid-marking reports due by 9:30 a.m.

Wednesday, December 23, 1998

Christmas Recess begins - NO SCHOOL