

8/31/87

AGREEMENT BETWEEN



THE



MUSKEGON HEIGHTS  
BOARD OF EDUCATION



AND THE



MUSKEGON HEIGHTS  
EDUCATION ASSOCIATION  
AFFILIATE

OF THE

MICHIGAN EDUCATION  
ASSOCIATION



*Muskegon Heights Public Schools*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

September 1, 1984

to

August 31, 1987



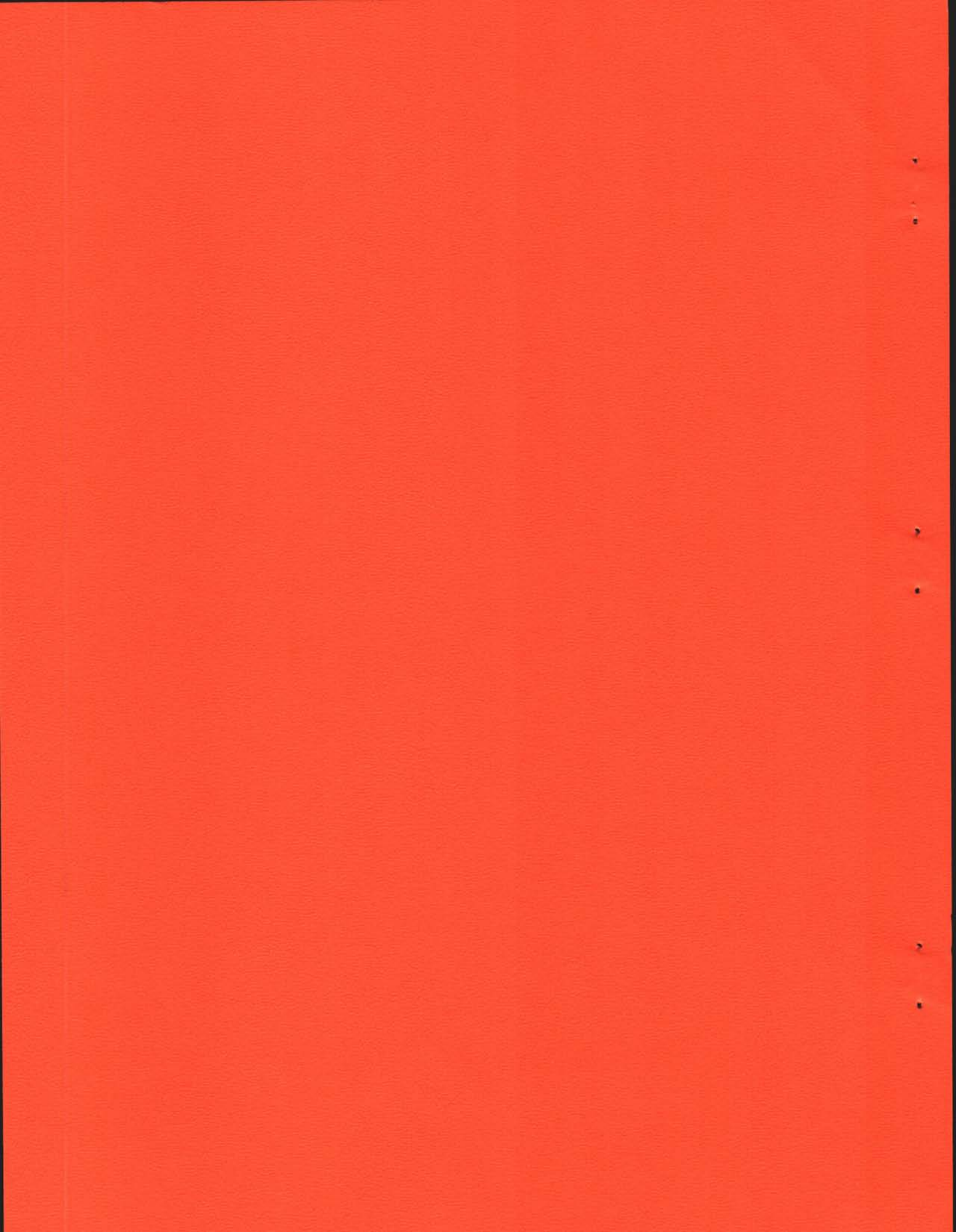


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1. The first part of the report deals with the general situation of the country and the progress of the work during the year. It is found that the work has been carried out in accordance with the programme of work approved by the Council of the League of Nations.

2. The second part of the report deals with the work of the various commissions and committees. It is found that the work of these bodies has been carried out in accordance with their mandates.

3. The third part of the report deals with the work of the Secretariat. It is found that the Secretariat has carried out its work in accordance with the instructions of the Council.

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5. The fifth part of the report deals with the work of the League of Nations in the field of international law. It is found that the League has made significant progress in this field.

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7. The seventh part of the report deals with the work of the League of Nations in the field of international cooperation. It is found that the League has made significant progress in this field.

8. The eighth part of the report deals with the work of the League of Nations in the field of international education. It is found that the League has made significant progress in this field.

9. The ninth part of the report deals with the work of the League of Nations in the field of international health. It is found that the League has made significant progress in this field.

10. The tenth part of the report deals with the work of the League of Nations in the field of international labor. It is found that the League has made significant progress in this field.

This Agreement entered into this 1st day of September, 1984, by and between the Board of Education of the City of Muskegon Heights, Muskegon County, Michigan, hereinafter called "The Board", and the Muskegon Heights Education Association affiliate of the Michigan Education Association, hereinafter called "The Association".

#### PREAMBLE

The Association recognizes that The Board, under law, has the final responsibility for establishing policies for the District; The Board recognizes that teaching is a profession; The Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern; The laws of the State of Michigan authorize public employees and public employers to enter into collective negotiation agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees;

The Muskegon Heights Board of Education by formal resolution on November 17, 1965, recognized the Muskegon Heights Education Association as exclusive representative of the teachers for the purpose of collective negotiations with The Board, with respect to rates of pay, wages, hours of employment, and other conditions of employment. Since said date of November 17, 1965, extensive professional negotiations between representatives of the parties have been carried on, and certain understandings were reached by the representatives of The Board and The Association concerning such matters; And The Board and The Association desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the residents of the Muskegon Heights Public School District, the students attending school therein, and the teachers represented by The Association. Therefore, in consideration of the following mutual covenants, The Association and The Board hereby agree as follows:

## ARTICLE I

### Recognition

The Board recognizes The Association as the sole and exclusive bargaining representative for all certified personnel employed by The Board, (excluding administrators, supervisors, maintenance and plant personnel) in all matters of disputes or grievances which may arise during the term of this Agreement as to application, interpretation, or compliance of either party of its obligations or rights under the Agreement. All employees of The Board covered by this Agreement are hereinafter referred to as "teachers".

## ARTICLE II

### Management Rights

- A. The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, 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 limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the regular school day.
  2. To hire all employees, and subject to the provisions of 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 in compliance with this Agreement.
  3. 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.
  4. To make the final selection of textbooks and other teaching materials, and teaching aids of every kind and nature.
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto, and with respect to administrative and non-teaching activities during school hours, and the terms and conditions of employment.
- B. 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 hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.



## ARTICLE III

### Teacher and Association Rights

- A. The Board agrees to furnish to The Association in response to reasonable requests from time to time 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 intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for The Association to process any grievance or complaint.
- B. The Board of Education will adhere to all teacher rights as contained in the Tenure Law, School Laws, and applicable U.S. Federal Laws and all rights of due process.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, adversely evaluated, deprived of any professional advantage or discharged without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. Procedures regarding all such action as outlined herein shall be:
  1. Prior to initiating any disciplinary action against a teacher as described above, The Board shall inform said teacher of his/her rights to representation by The Association.
  2. Should the teacher request representation by The Association, all action by The Board regarding the matter or matters shall be deferred for at least forty-eight (48) working hours so as to allow such Association representative, as determined by the teacher, to be present.
  3. Prior to any meeting called by The Board to discuss such matter or matters and,, in time to allow for an adequate review, The Board shall provide The Association and the teacher with full particulars, including written documentation when applicable, of the matter or matters in question.
  4. The Board and The Association agree that although a teacher may, at any time, present grievances to The Board and have such grievances adjusted and/or resolved without intervention of The Association, such adjustments and/or resolutions shall not be inconsistent with nor in violation of any provision(s) of this Agreement.
  5. The Board and The Association further agree that notwithstanding a teacher's decision to proceed in such manner as outlined in 4 immediately above, The Association's rights to be present at such adjustments and/or resolutions shall not be abridged nor denied.
  6. In all instances involving disciplinary action initiated by The Board against a member of the bargaining unit, The Board shall bear the burden of proof.
- D. The Board agrees that it will in no way discriminate against or between bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status or physical characteristics.

- E. A bargaining unit member shall have the right to review the contents of all records, excluding initial references of the District pertaining to said bargaining unit member originating before initial employment, and to have a representative of The Association accompany him/her in such review.
- F. The Association and its representatives shall have the right to use school buildings at any time in accordance with regular scheduling procedures for meetings, provided that when special custodial service is required, The Board may make a reasonable charge therefore. No charge shall be made for use of school rooms when special custodial service is not required.
- G. Duly authorized representatives of The Association and their respective affiliates shall be permitted to transact official Association business on school property during school hours provided that this shall not interfere with scheduled assignments.

#### ARTICLE IV

##### Teacher Protection

- A. Since the teacher's authority and effectiveness in his/her classroom 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, with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, The Board will take reasonable steps as far as possible to relieve the teacher of responsibilities with respect to such pupil.
- B. Complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- D. Teachers are expected to render assistance in maintaining a wholesome living atmosphere in the school building during the regular school day. Teachers should investigate any unusual disturbance among students and should exercise assistance in correcting the disturbance. A request to the participants to stop the disturbance may be sufficient. However, good judgment should be followed at all times. Consequently, it may be necessary to call the Muskegon Heights Police in case of an emergency. Further, the Principal should be immediately notified about the disturbance.
- E. The Board shall distribute rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students to all students and bargaining unit members, as well as make available such rules and regulations within the school community at the commencement of each school year.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, The Board will

provide legal counsel and render all necessary assistance to the teacher in his/her defense.

- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- H. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. This does not include automobile damage. Moreover, this does not include theft, nor minor personal clothing damage.

## ARTICLE V

### Special Education

- A. The Board shall inform The Association in writing of all requests for deviations from the rules as set forth in the Michigan Special Education Rules\* pursuant to Rule 34 (R 340.1734)\* and petitions for noncompliance pursuant to Section 1702\* of the School Code of 1976, as amended, MCLA 380.1702\*; MSA 15.41702\*, prior to submitting any such requests to the State.  
(\*or as amended)
- B. The Board shall provide every building a copy of State and Federal laws relating to Special Education (School Code of 1976, Article 3, Parts 29 - 31, as amended, P.L. 94.142, as amended), the Muskegon Area Intermediate School District Plan for delivery of Special Education Programs and Services, and all Special Education Rules, Regulations and/or Guidelines. The aforementioned will be placed in the building libraries or reading resource rooms and will be updated as needed.

## ARTICLE VI

### Professional Dues, Financial Responsibility Fee

#### And Payroll Deductions

- A. Any teacher who is a member of The Association, or who has applied for membership, may sign and deliver to The Board an assignment authorizing deduction of Professional Dues in The Association which sum shall be as established by The Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, The Board shall deduct a portion of such dues from each regular salary check of the teacher each pay period for twenty (20) pay periods beginning the first pay period in September: Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract.
- B. Upon appropriate written authorization from the teacher, The Board shall deduct from the salary of any teacher and make appropriate remittance for

annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by The Association and The Board.

- C. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- D. 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 a Service Fee to The Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section A of this Article. In the event that a teacher shall not pay such Service Fee directly to The Association or authorize payment through payroll deduction, as provided in Section A of this Article, The Board shall, at the request of The Association, terminate the 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.
- E. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with The Board in the event compliance is not effected.
  2. 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 non-compliance and proof of service shall be attached to said charges.
  3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process 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 have refused to pay the Professional Dues and/or Service Fee.
- F. With respect to all sums deducted by The Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, The Board agrees promptly to disburse said sums upon direction of The Association.
- G. The Association agrees to assume the legal defense of any suit or action brought against The Board regarding this Article of the collective agreement. The Association further agrees to indemnify The Board for any cost or damages which may be assessed against The Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of The Board or its agents.
  2. The Association, after consultation with The Board, has the right to decide whether to defend any said action or whether or not to appeal

the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against The Board by any court or tribunal.

3. The Association has the right to choose the legal counsel to defend any said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against The Board under this section.
- H. Sections A through G of this Article shall be effective retroactive to the date of the Agreement and all sums payable thereunder shall be determined from said date.

## ARTICLE VII

### Teachers' Schedule and Class Size

- A. Teachers' Work Schedule:      Report By:      Leave No Earlier Than:
1. Elementary Schools      8:30 A.M.      3:00 P.M.
  2. Middle School      8:00 A.M.      2:50 P.M.
  3. Senior High School      7:45 A.M.      2:45 P.M.
  4. All teachers should remain for a sufficient period after the close of the school day to attend to those matters which properly require attention and are mutually scheduled by the teacher and the administrator. Scheduled staff meetings or parent-teacher conferences shall be excluded from the above time limitations. The above beginning and ending times may be changed to fit scheduling needs provided that the total time between the start and finish remains the same.
- B. Teachers' Lunch Periods:
- All teachers shall be entitled to a duty-free, uninterrupted lunch period each day of not less than 30 minutes.
- C. Teachers' Preparation Periods:
1. Elementary:
    - a. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
    - b. Other preparation time shall not be less than twenty-five (25) minutes per school day and shall be provided in units of no less than twenty-five (25) consecutive minutes for all teachers in grades pre-school through 5th and 6th when housed in elementary buildings.
  2. Middle School:

Forty-five (45) consecutive minutes daily.

3. Senior High School:

Fifty-five (55) consecutive minutes daily.\*

4. Special Subjects:

Teachers of music, arts, physical education, laboratory sciences and special education shall be provided with preparation time to the same extent as afforded teachers in the schools where the teacher of a special subject is assigned.

D. Class Size (Effective September 1, 1984)

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size adhere to the following guidelines for a single room immediately following the official State aid count day of the school year.

1. Kindergarten and Early Elementary

(Grades K - 3)                      25 pupils

2. Later Elementary

(Grades 4 - 6)                      28 pupils

3. Special Classes for all handicapped or mentally retarded children shall conform to the mandatory regulations of the State of Michigan Special Education Code.

4. Class size per teacher in the secondary schools shall be 28 students but, in no instance, be more than equipment and facilities permit in such departments as Industrial Arts, Fine Arts, Homemaking, etc.

5. Pre-School                                      20 pupils

6. Remedial Reading K - 8                      20 pupils

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\*Shall not apply to vocationally certified teachers hired prior to the 1975-76 school year whose classes by necessity are scheduled in two (2) hour blocks. However, such teachers shall permanently be assigned an aide for the duration of this Agreement or for as long as such monies for the employment of said aides are made available to the District by the State of Michigan. Should the State not continue to make available such monies as referred to above, the parties agree to re-open for negotiations matters pertaining to preparation for vocationally certified teachers.

7. Remedial Reading 9 - 12            25 pupils
8. Exceptions to class size provisions as outlined in (D. 1-7) above shall be as follows:
  - a. Where team teaching is used, class size shall be determined by the principal and teachers involved.
  - b. Guidelines may be exceeded, where necessary, by up to three (3) students. However, whenever these guidelines are exceeded by more than three (3) students in one class, or daily class load, a committee consisting of the affected teacher or teachers, a representative of The Association, the building principal(s) and/or other administrators shall meet to resolve the problem or problems.
  - c. Class size guidelines shall not apply to music ensembles, physical education classes or study halls.
  - d. It is recognized by both parties that the track system in secondary schools allow some classes to operate at twenty (20) or less students while accelerated classes may operate at thirty-five (35) students. If those teachers in an affected department or departments prefer to work under this arrangement instead of those guidelines outlined for secondary schools, both parties agree they have the right to do so with the approval of the building principal and The Association. (The daily teaching load in the secondary schools shall not exceed one hundred forty (140) students per day unless such excess is caused by exceptions outlined in D.8 b. of this Article).
9. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classes, may request that these students be transferred and shall present arguments for such requests to The Board. Upon determining that such students require specialized classroom experience, The Board will make every effort to place these students in the appropriate specialized classroom.

In the event Special Education students are mainstreamed into a regular classroom via the Individualized Educational Planning Committee (IEPC), the parties specifically agree that in each instance of such placement (Mainstreaming) as described herein, the "receiving" classroom teacher, the "sending" Special Education teacher, and other such Special Education personnel as are specified by law to serve on an IEPC shall be members of said committee and that decisions to mainstream a Special Education student into a regular classroom shall, in no instance, be by less than majority vote of the committee.
10. Educational Issues Committee: See Appendix I.

## ARTICLE VIII

### Teacher Evaluation and Progress\*\*

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be appraised in specific terms of the teacher's responsibilities. The criteria for teacher evaluations shall include:
  1. Knowledge of subject matter.
  2. Techniques of instruction.
  3. Classroom Management.
  4. Relationships with pupils, parents, and colleagues.
- B. The Board and The Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment, and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.
- C. It shall be a major administrative responsibility to assist teachers to become oriented to the District and improve instruction through direct observation of the teacher's work and by providing written summaries of those observations together with any recommendations the administrator may have for the teacher. The first formal observation of probationary teachers shall take place prior to the third Friday in October; the second formal observation shall take place prior to the second Friday in January, and the third formal observation shall take place prior to the first Friday in March. Tenure teachers shall be formally observed at least once per year.
- D. Teacher evaluations shall be made with the full knowledge and cooperation of the teacher and shall be signed by the teacher. Such signature shall indicate knowledge of but not necessarily agreement with the evaluation. All monitoring or observation of the work of a teacher shall be conducted openly with the knowledge of the teacher.
- E. Each teacher shall have the right to respond in writing to evaluations and such response shall be attached to said evaluation and become a permanent part of the teacher's personnel file.
- F. Each teacher shall have the right, upon request, to review the contents of his/her personnel file, including administrative evaluations, written complaints and commendations.
- G. Privileged and confidential information and related personal references are exempted from such review.

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\*\*See Appendix D: Teacher Evaluation Report form which shall be the instrument utilized for all teacher evaluations in the District.



- H. Exemptions as stated in (G) of this Article shall pertain only to information relative to recommendations from universities, colleges, confidential reports and all other pre-labeled confidential reports received as a condition of employment.
- I. A representative of The Association will be allowed, upon request of the teacher, to accompany the teacher in such review.
- J. Each formal observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed.
- K. A formal observation of the teacher shall be for not less than one class period or the duration of a particular teaching unit.
- L. The administrator shall prepare and submit a written report and recommendations to the teacher within ten (10) days of the observation.
- M. Upon request of the teacher, the administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendation.
- N. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- O. No later than March 15th of each probationary year, the final written evaluation report for probationary teachers, 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.

## ARTICLE IX

### Teacher Qualification, Assignments and Transfers

- A. No new teacher shall be employed by The Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, or a provisional, permanent, or vocational certificate.
- B. When a teacher working on a daily substitute basis is responsible for the same teaching assignment for a period exceeding twenty (20) school days, such teacher shall receive full contractual compensation. Maximum placement on the appropriate salary schedule for prior teaching experience shall not exceed five (5) years.
- C. Teachers shall be given written notice of their assignments for the forthcoming school year no later than August 1.

If a bargaining unit member's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such teacher shall be informed in writing of the change(s). Such change(s) shall only be for reasonable and just cause. In the event that changes in the teacher's August assignment are implemented after the August date, such changes shall therefore be implemented only for reasonable and just cause.

- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Article XV and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.

#### E-1. Transfers\*

- a. The word "transfer" shall mean a change in:
  - 1. Building assignment.
  - 2. Assignment in pre-school through grade 3 to grades 4 through 6 or vice versa.
  - 3. Assignment from subject area(s) within a teaching major to assignment to subject area(s) in a teaching minor unless such assignment was the result of reduced course offerings.

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\*Provisions E-1 and E-2 become effective September 1, 1985.

4. Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
5. Special Education assignment such as learning disability, emotionally impaired, social worker, psychologist, speech therapist, etc.

E-2. Involuntary transfers may only be made if:

- a. The teacher's position is eliminated and/or significantly reduced.
- b. The performance of the teacher has been unsatisfactory.
- c. Situations beyond the control of The Board or administration, such as increases in student enrollment and/or course selection, arise and are not expected to re-occur.
- d. Such transfer will ensure the employment of the most senior teachers, including the recall of such teachers from layoff or return from leave.
- e. Therefore, the parties agree that involuntary transfers are an appropriate method to be utilized when necessary to maintain the employment and/or effect the re-employment of the most senior teachers, provided such teachers possess required certification and qualification per this Agreement.
- f. In the event that an involuntary transfer is necessary because of a position being eliminated, the teacher in that grade level or grouping, or major subject area of assignment with the least seniority shall be the teacher transferred.

E-3. Since the frequent transfer of teachers from one school to another or one grade to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

F. In the event that transfers of teachers appear to be necessary, the teacher will be notified of such transfer, in writing, at the earliest possible date.

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\*Provisions E-1 and E-2 become effective September 1, 1985.

- G. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made, in writing, on forms furnished by The Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with The Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be resubmitted each year to assure active consideration by The Board.
- H. 1. Effective September 1, 1984, the minimal standard for being qualified in any 7th and/or 8th grade subject area is at least a minor in the subject area that comprises the greater portion of the teacher's assignment or two (2) years of past teaching experience in said subject area, for The Board, during the immediate past five (5) school years.
2. This provision shall not apply to any teacher now employed by The Board assigned outside his/her major or minor or who was previously assigned outside his/her major or minor during the 1981-82 or 1982-83 school year.
3. Any teacher "grandfathered" by such exemptions as outlined in 2. immediately above, shall retain his/her eligibility for such assignment, including his/her rights to bump into such subject areas via the process outlined in Article XVI of this Agreement, provided such teacher does not relinquish the assignment via a voluntary transfer.

## ARTICLE X

### Vacancies and Promotions

- A. A vacancy shall be defined for the purposes of this Agreement as a position within the bargaining unit presently unfilled, newly created positions, positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days and/or a position(s) vacated for whatever reason by a member of the bargaining unit.

- B. All such vacancies occurring within the bargaining unit shall be posted on a designated bulletin board in each District building along with a copy of such posting to be forwarded to The Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the personnel office. Said positions shall be filled by the certified applicant with the greatest bargaining unit seniority who is qualified\* for same. A bargaining unit member on leave or layoff from the District shall be considered to have fulfilled all requirements pertaining to "applying for such position in writing", and shall be given first priority to fill such vacancies, provided he/she is eligible to fill same.
- C. In filling vacancies, the following provisions shall govern:
1. The vacancy shall be filled by recall of a teacher on layoff or leave from this School District. If there is no teacher on layoff or leave from this School District certified for the vacancy, the following provisions shall govern:
  2. If a teacher on the staff applies and is certified and qualified\* for the vacancy, said teacher shall be granted the position. If two or more teachers on the staff apply for the vacancy, the teacher with the greatest seniority (as defined by the lay-off provisions of this Agreement) that is certified and qualified\* for the vacancy shall be granted the position. If the vacancy occurs after the beginning of the school year, The Board is not required to fill the vacancy by transfer during that school year. At the beginning of the next school year the position will once again be treated as a vacancy.
  3. If the vacancy is not filled by the above provisions, The Board may fill the vacancy from any source.
- D. During the summer months when regular school is not in session, The Board will post in the personnel office all vacancies as above described and shall also forward at the same time copies of said vacancies to all bargaining unit members known by The Board to be certified for the position (if certification is required) and to The Association. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis.

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\*"Qualified" as used herein meaning as such word is defined and applied per Article IX: H - 1, 2, and 3 of this Agreement.

## ARTICLE XI

### Department Chairpersons - Duties and Responsibilities

For the school year the following guidelines are to be observed with respect to duties and responsibilities.

1. Requisitioning of books, materials, and teaching supplies for courses in the department outline.
  - a. A yearly inventory should also be prepared showing the number of books on hand and those needed.
  - b. After consultation with the principal on enrollments for courses, end of year requisitions should be prepared for teaching supplies, books, and other material needed for the next school year. Requisitions are to be in the principal's office at the close of school in June.
2. Acting as chairperson at any departmental meeting authorized by the principal.
3. Preparation and yearly revision of a mimeographed outline for the department available to all teachers. This outline should include the general philosophy and goals for the department. Each course and/or level should be described and specific learning objectives listed. Basic and supplementary printed and audio-visual materials to be used in each course and level should be listed in the outline.
4. Recommend changes in courses, books or other materials to the principal. Recommend purchases of supplemental materials to the librarian or principal.
5. Examination of new books and audio-visual materials and preparation of written summaries of findings for department members and the principals.
6. Participate in no more than one (1) inter-departmental or inter-school meetings a month initiated by the principal or Superintendent.
7. Preparation of a brief annual report for the principal and interim reports as requested.

## ARTICLE XII

### Paid Leave of Absence

#### A. Sick Leave

1. Each teacher employed by The Board of Education shall be allowed ten (10) school days sick leave each year at the earned rate of one (1) day per month of employment.
2. Unused sick leave shall be cumulative up to and including two hundred (200) days.
3. One does not accumulate sick leave in excess of two hundred (200) days.
4. A doctor's certificate may be required as evidence of illness.
5. No sick leave may be used by an employee before he/she has earned such sick leave.
6. Deductions made for illness when the teacher has not accumulated sick leave to cover the illness shall be repaid to the teacher at the end of the employee's work year provided that the sufficient days have been accumulated to cover such sick leave.
7. Deductions shall be made on a per diem basis for forty (40) work weeks or two hundred (200) days.
8. Each employee is allowed five (5) days of the ten (10) days sick leave in case of critical illness of a member of the immediate family. The Board may require a doctor's certificate as evidence that the illness is critical.
9. Husbands are allowed one day for the birth of a child.
10. Teachers shall be notified of accumulated sick days at the beginning of each school year.
11. Any teacher whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay for such time as is necessary for complete recovery.

#### B. Maternity Leave

1. Maternity leave shall be treated as sick leave as within the provisions of Section A, Article XII.
2. To the extent and at the time that the teacher has medical information indicating her last day of work prior to delivery and her first available date for work, after delivery, such information will be furnished to the administration.

#### C. Funeral Leave

1. Not deducted from sick leave.

2. Each employee is allowed five (5) days absence for a funeral in the immediate family -- mother, father, brother, sister, son, daughter, wife, husband, mother-in-law, father-in-law, grandparents, or a member of the employee's household.
3. Each employee is allowed one (1) day to attend the funeral of a relative, ie., brother-in-law, sister-in-law, uncle, aunt, nephew, niece, or cousin.

D. Personal Leave

Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Absence when a teacher is called for jury service and must serve because the Superintendent cannot get a release.
2. Court appearance as a witness in any case connected with the teacher's employment or the school.
3. Approved visitation at other schools or attending Association meetings.
4. Religious observance not to exceed two days, for special denominations, subject to the approval of the Superintendent.

E. Legitimate Business Days

1. There are certain business, civic or legitimate business details which must be done during the time schools are normally in session. Personal leave of one (1) day each school year is earned for such emergencies. The following are restrictions:
  - a. The Superintendent of Schools must be informed three (3) days in advance of a known absence, except emergencies.
  - b. It should not be construed that nursing or babysitting services are covered by this provision.
  - c. Absence should not be taken on opening days of hunting seasons, or immediately before or after a vacation or holiday.
  - d. Special permission is required from the Personnel Director if a teacher wishes to use more than one business day at a time.
2. The following are examples of personal business:
  - a. Emergencies and catastrophes (fire, accidents, etc.).
  - b. Required appearance in court or other legal matters.
  - c. Marriage or graduation of an employee or of immediate family.
  - d. Other reasons, at the discretion of the Superintendent which cannot be delayed unless to the detriment of the welfare of the employee.



3. Personal business days shall be cumulative up to and including three (3) days. Unused days in excess of the three days shall accumulate as sick leave.

F. Association Business Leave

1. The Board agrees that The Association shall be credited with fifteen (15) days at the beginning of every school year and that such days may be used, as authorized by The Association, as released time to conduct Association business.
2. An additional fifteen (15) days shall be allowed to The Association, with the approval of the Superintendent, provided that The Association shall reimburse The Board, upon the Board's request, the salary paid the substitute teacher.
3. Written authorization from the President of The Association, or his/her designee, shall be made specifying the teacher or teachers and the day or days involved.
4. The Association agrees to notify The Board no less than twenty-four (24) hours in advance of taking such leave.
5. Association leave may be taken in either full or half-day segments.
6. Association leave day is understood to mean any day or half-day taken by a member under this Article with the approval of The Association.

G. Jury Duty

Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time.

## ARTICLE XIII

### Unpaid Leave of Absence

Teacher may be granted a leave of absence for any of the following reasons:

1. Illness
2. Professional Study
3. Travel
4. Enlistment or conscription in the armed services of the United States.
5. Other reasons as determined by The Board.
6. Temporary leave of absence will be without pay unless otherwise stipulated and for not more than one year.
7. A written leave of absence must call for return date and the intent of the teacher for the next term or semester.

The teacher upon return will retain his/her seniority and be assured of a position. See Appendix E: Request for Leave Form.

## ARTICLE XIV

### Professional Grievance Procedure

- A. A claim by a teacher or The Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any violation, misinterpretation or misapplication of any rule, order or regulation of The Board may be processed as a grievance.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. This discussion shall take place no later than twenty (20) school days from the date of the alleged violation of the contract or twenty (20) school days from such time as the teacher should reasonably have known of the alleged grievance.

In those instances where the alleged grievance was caused by an administrator in a superior position to the building administrator or other administrators, the teacher and/or The Association may by-pass Sections B through D of this Article and informally review the alleged grievance with the Superintendent or his designee. Following such informal review, if the problem has not been resolved to the satisfaction of the teacher and/or Association, the formal written grievance may be filed.\* The parties further agree that, at the option of The Association, procedures as outlined in Section G may be by-passed and the unresolved issues submitted to arbitration as outlined in Section H.

- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through The Association on the form set forth in Annexed Appendix C, signed by the grievant and a representative of The Association, which form shall be available for The Association representative in each building. A copy of the grievance form shall be delivered to the principal within ten (10) days of discussion with the building principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within five (5) work days of receipt of the grievance, the principal shall meet with The Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance, in writing, within five (5) work days of such meeting, and shall furnish a copy thereof to The Association.
- E. If The Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, or ten (10) work days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within seven (7) work days the Superintendent or his designee shall meet with The Association on the grievance and shall indicate his disposition of the grievance, in writing, within five (5) work days of such meeting, and shall furnish a copy thereof to The Association.
- F. If The Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) work days of such meeting, or ten (10) work days from the date of filing, whichever shall be later, the grievance shall be transmitted to The Board by filing a written copy thereof with the secretary or other designee of The Board. The Board, no later than its next regular meeting or two (2) work weeks, whichever shall be later, shall meet with The Association on the grievance. Disposition of the grievance, in writing, by The Board shall be made no later than seven (7) work days thereafter. A copy of such disposition shall be furnished to The Association.
- G. If a grievance cannot be disposed of by any of the aforementioned procedures, then either The Board or The Association may apply for mediation as stated by law.

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\*May be filed at level prescribed in Section E herein, but a copy thereof shall be forwarded to the building principal.

- H. If The Association is not satisfied with the disposition of the grievance by The Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) work days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and The Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. If any teacher from whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, The Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. See Appendix C: Grievance Report Form.

#### ARTICLE XV

##### Professional Compensation

- A. Salary Schedule: (See Appendices A1 - A3)
- B. The BA Schedule shall apply to all teachers possessing a Baccalaureate Degree from an accredited college or university or holding Provisional, Permanent, or Vocational Teaching Certificates. It shall also apply to those teachers employed by the Muskegon Heights Public Schools prior to the 1975-76 school year who, though fully certificated as required by the certification laws of the State of Michigan, do not possess a Baccalaureate or higher degree.
- C. A certified teacher, as described in B of this Article, who does not possess a Baccalaureate or higher degree shall, upon reaching the 8th step (year) of experience on the BA Salary Schedule, be frozen on said step (year) until such time as a Baccalaureate Degree is earned from an accredited college or university.
- D. Advancement on the salary schedule for additional credit hours, step or placement on a new salary column due to attainment of a degree, an advanced degree or required graduate credit hours, shall be effected twice each school year -- at the beginning of each semester -- and the appropriate pay schedule shall be applied at these times.

- E. Teachers who volunteer to assume and are subsequently assigned an extra teaching and/or work assignment for the school year during their preparation-planning period shall receive compensation as follows:
1. Daily: One fifth the daily substitute rate paid by the District.
  2. Yearly: One sixth of the individual's annual salary or as appropriately pro-rated.
- F. The Board agrees to furnish to all teachers the following insurance protection:
1. The Board shall provide without cost\* to the teacher MESSA's Super Med-2 protection for a full twelve month period for each year of this Agreement for the teacher's entire family. (The obligation of The Board to provide the above insurance to any teacher shall, notwithstanding this Section, terminate at the end of the month which the teacher's services were terminated. If the termination occurs at the end of the school year, the insurance will be continued for the full twelve month contractual period.)
    - \*a. Effective July 1, 1985, The Board shall continue to provide without cost such MESSA Super Med-2 protection as outlined in F-1 immediately above, provided that such cost does not exceed 112% of the cost for such protection that was in effect as of June 30, 1985.
    - \*b. Effective July, 1986, The Board shall continue to provide, without cost, such MESSA Super Med-2 protection as outlined in F-1 of this Article, provided that such cost does not exceed 114% of the cost for such protection that was in effect as of June 30, 1986.
    - \*c. Should the cost to The Board exceed the percentages as stated in F-1, "a" and/or "b" of this Article, the increased cost beyond such percentage(s), as appropriately pro-rated, shall be borne by each affected bargaining unit member via monthly payroll deduction, in such amounts as needed to offset the difference.
    - d. Teachers employed less than full time shall receive health insurance benefits (MESSA's Super Med-2) in accordance with the proportion of time worked. This section shall not apply to bargaining unit members employed by The Board on or before September 1, 1984.
  2. Teachers not wishing such health insurance subsidy through the school may apply the equivalent of the MESSA Super Med-2 protection on an individual teacher's single subscriber premium toward any of the MESSA options. If a husband and wife are members of the same bargaining unit, one will be eligible for full family MESSA Super Med-2 subsidy and the other the MESSA Super Med-2 single subscriber option equivalent.

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\*Increases, if any, subject to Board Policy

3. The Board shall provide the MESSA Dental Care Program for all teachers of the bargaining unit and their eligible dependents, Plan E with Orthodontic Rider 0-7 including internal and external coordination of benefits.
  4. The Board shall provide without cost to the teacher MESSA full family VSP Plan 3 to all teachers and their dependents (including sponsored dependents).
  5. The Board shall provide without cost to the teacher MESSA Term Life Insurance protection with AD & D in the amount of \$20,000 that will be paid to the teacher's designated beneficiary. If the teacher becomes totally disabled from any cause before reaching age 60, the life insurance will be continued for the duration of his/her total disability without payment of further premiums regardless as to whether or not the carrier is still in force. If the teacher dies before the total disability ceases, the face amount of the life insurance shall be paid to his/her beneficiary.
  6. Pursuant to Public Act 244 of 1974, The Board shall pay, on behalf of each teacher in the District, appropriate monies for retirement to the Michigan Public School Employees' Retirement System.
  7. 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 through the following September 30th. 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 through September 30th of that year.
  8. The open enrollment period shall be jointly established by The Board, The Association, and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amount increase or decrease affecting the benefit package.
  9. When necessary, premiums in behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  10. The School Board shall be responsible for providing insurance information including applications and claim materials.
  11. Payroll deduction shall be available for all MESSA, MEFSA, AND MEA programs.
- G. Extra Duty Compensation: (See Appendix B for listing of positions and compensation.)
1. Vacancies and/or new positions shall be filled in accordance with the provisions of Article X of this Agreement.
  2. If, following the posting of such job vacancies and/or new positions, no teacher has applied for the extra duty assignment, the position may be filled by an individual outside of the bargaining unit provided that The Association is notified prior to such appointment and provided with full particulars. Any appointment of a non-bargaining unit member to

an extra-duty assignment shall be valid only for the particular school year during which or for which the appointment was made, and such position shall be treated as per Section 1 above for the next school year (i.e., position declared vacant and open to bargaining unit members).

H. Longevity:

1. After 12 years of full-time service in Muskegon Heights Schools or the equivalent in combinations of full years at full-time, half years at full-time, or full years at half-time as of the beginning date of employment in the then current school year, one (1) percent longevity pay will be added to the salary beginning with the salary for the 13th school year and continuing through the 14th school year of service.
2. After 14 years of full-time service in Muskegon Heights Schools or the equivalent in combinations of full years at full-time, half years at full-time, or full years at half-time as of the beginning date of employment in current school year, two (2) percent longevity pay will be added to the salary beginning with the salary for the 15th school year and continuing through the 20th school year of service.
3. After 20 years of full-time service in Muskegon Heights Schools or the equivalent in combinations of full years at full-time, half years at full-time or full years at half-time as of the beginning date of employment in current school year, four (4) percent longevity pay will be added to the salary beginning with the salary for the 21st school year and thereafter.
4. Half-time teachers will receive half of the longevity percentages until their total years of service in Muskegon Heights Schools is the equivalent of the 12, 14, or 20 years of full-time service specified in 1, 2, and 3 above, at which time the full percentages would be applied to their salary.
5. Computation of longevity or experience allowed shall be made only at the beginning of the school year.

I. Computation of Experience:

Experience shall be computed on the following basis:

1. Less than fifteen (15) weeks shall receive no experience credit on the salary schedule.
2. Fifteen (15) through twenty-nine (29) weeks shall receive credit for 1/2 step.
3. Thirty (30) weeks through the end of the school year shall receive credit for a full year.
4. Those teachers beginning the 1971-72 school year on partial steps will not be affected by this amendment and will remain on their fractional step until they reach the maximum.
5. Experience in other systems -- \$100 to \$200 per year from one through nine years.

6. All teachers with outside teaching experience will be placed on a step of the Muskegon Heights Salary Schedule.

The above action must be within the framework of the present policy of The Board of Education.

J. Mileage Reimbursement:

Teachers required in the course of their work to drive personal automobiles shall receive a car allowance of twenty cents (.20) per mile.\* The same allowance shall be given for use of personal cars for field trips or other business of the District. The employer shall provide automobile liability insurance protection for bargaining unit members when their personal automobiles are used as provided in this section. (This provision shall not be interpreted to mean or imply that a teacher may be required or requested to transport students in a non-school owned vehicle. Under no circumstances shall a teacher be required or requested to perform such service for students, parents or other personnel in the District.)

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\*Increases, if any, subject to Board Policy.

## ARTICLE XVI

### Reductions in Personnel and

#### Recall Procedures

- A. This Agreement shall be binding upon The Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined.
- B. In the event that this District shall be combined with one or more districts, The Board will use its best efforts to assure the continued recognition of The Association and the continued employment of its members in such consolidated district.
- C. Teachers shall not be discharged or laid off pursuant to a necessary reduction in personnel unless one or more of the following factors prevail:
  1. There is a substantial decrease in the number of students enrolled in the School District.
  2. Program elimination or reduction.
  3. Substantial decrease in the revenues of the District.
  4. Substantial increase in expenditures without a corresponding substantial increase in revenues. No teacher shall be laid off during the school year without just cause. The employer will make every effort to notify teachers subject to layoff for the subsequent school year in writing at least sixty (60) calendar days prior to the last teaching day of the current school year.
- D. Before The Board makes any reduction in personnel, it will first inform The Association regarding the effects of such reduction. A teacher notified of



layoff shall have the right to replace another member of the bargaining unit who is the least senior teacher within the teacher's certification. Last to be laid off from the bargaining unit shall be the Chairpersons of The Association's Grievance Committee and Negotiations Committee, the President, Vice-President, and Treasurer of The Association provided that such persons are fully certificated to fill positions available. These Association leaders shall be exempt from bumping. Changes in a teacher's certification after the first work day of the next school year following layoff shall not permit the teacher to be recalled by bumping.

- E. In the event that a reduction of staff is deemed necessary, leaves of absence, without pay, will be granted to any and all teachers affected by such reduction. These leaves of absences shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher. A teacher may elect to take and will be granted leave of absence during the staff reduction irrespective of his/her position on the seniority list.
- F. During said leave of absence such teacher's seniority shall remain unbroken despite such leave and his/her accumulated sick leave shall not be cancelled but shall remain credited to him/her.
- G. During said leave of absence such teacher shall not receive his/her insurance benefits at The Board's expense\*, but may elect to continue his/her insurance benefits by paying the premium at the Payroll Office. This section is contingent upon approval by the respective insurance carrier.
- H. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed services.
- I. The fact that a teacher is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Upon return to the School District, he/she shall assume the step position of the salary schedule which he/she would have held had he/she been actively employed in the District for same period. Maximum credit for layoff time shall not exceed one (1) year.
- J.
  1. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on layoff shall not be construed as a break in continuous service. The District shall prepare and present to The Association a current seniority list of bargaining unit members prior to October 15th of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit. If a reduction in staff is necessitated, such reduction shall be made according to seniority and certification. Recall shall be in the inverse order of the layoff. Teachers on probation or annual contract shall be released prior to teachers on tenure or continuing contract, provided that such tenure and continuing contract teachers are certified or have a State approved license in such positions to which the probationary teacher has been or would be assigned.
  2. Updates of the list shall be published and posted as they are made, but not less than once a semester.

3. A copy of the posted seniority list and all subsequent updates shall be provided to The Association.
  4. The seniority list as referred to in J.1 shall be compiled in the order of the bargaining unit member with the greatest number of years seniority to the one with the least years of seniority, it shall include members on leave and layoff with such status and effective date of same thereon indicated, along with a member's major and minor subject areas.
- K. The Board and The Association will confer prior to making transfers and assignments regarding the reduction and recall of the professional staff.
- L. If a position exists with the School District for which the released teacher is certified, the teacher shall be notified by certified mail, with a copy of such notification sent to The Association. Within fifteen (15) calendar days of the receipt of a written offer to return to employment, the teacher shall respond to the notice in writing. Refusal or acceptance of a position that is less than comparable in hours and compensation to the position previously held at the time of layoff shall not affect the teacher(s) right to recall. No new staff member shall be hired until all provisions in this Article have been complied with. It is the responsibility of the teacher to keep his/her address current with the Personnel Office.
- M. The Board agrees to abide by the provision of the Teacher Tenure Act in notifying affected teachers.
- N. The Association reserves the right to utilize the grievance procedure as provided in Article XIV of this Agreement in all matters stated in this Article.

#### ARTICLE XVII

##### Retirement

The age of seventy (70) has been established as the mandatory retirement age for all teachers, unless conditions warrant an extension as granted by The Board of Education.

#### ARTICLE XVIII

##### Severance

Twenty (20) percent of accumulated sick leave days shall be paid at a rate of fifteen dollars (\$15.00) per day to a teacher upon termination, retirement, or upon death to his/her estate provided that the teacher shall have been employed by the District for ten (10) years of continuous service.

#### ARTICLE XIX

##### Early Retirement

- A. Any teacher fifty-five (55) years of age or more and at the top of any salary degree column, including or excluding longevity, may elect early retirement from the Muskegon Heights Public School District.

The teacher shall receive the following benefits:

1. The Board shall continue to provide health insurance protection as specified in the Master Agreement.
  2. The Board shall pay the teacher such sums as follows:
    - a. Three Thousand Dollars (\$3,000) thirty (30) days after their last work day the first year of retirement.
    - b. One Thousand Dollars (\$1,000) each year thereafter on the same date.
- B. Conditions affecting the payment of early retirement benefits:
1. In order to be eligible for early retirement benefits, a teacher must retire at least one full school year earlier than the age of sixty-five (65).
  2. Yearly payments would continue as long as the teacher is eligible to teach one full school year prior to age 65.
  3. Insurance benefits shall terminate at the end of the month the teacher attains the age of sixty-five (65) years, becomes eligible for full social security benefits, or dies; whichever occurs first.

#### ARTICLE XX

##### Separability

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law by a court of proper jurisdiction then such specific provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXI

##### Duration of Agreement

- A. This Agreement shall become effective upon the approval of the Board of Education and The Association and shall continue in effect to and including August 31, 1987.
- B. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:
  1. Ratified by a majority of the members of The Association voting at a meeting duly called for such purpose, and
  2. Approved by the Board of Education of the Muskegon Heights School District by resolution duly adopted.
- C. 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 terms contained in any individual teacher

contracts heretofore in effect. All 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.

- D. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. In the event the salary schedule is reopened for negotiations, by either party, the parties will begin negotiations for the purpose of reaching an Agreement upon a revised schedule. This Agreement may be reopened annually for the purpose of negotiating the salary schedule. The negotiations on the Master Agreement shall be started by the second week in May of the 1986-1987 school year.

September 1, 1984

\_\_\_\_\_  
Date

Board of Education School District of the  
City of Muskegon Heights

By Robert J. Allison  
President

By George A. Benson  
Secretary

Muskegon Heights Education Association -  
Affiliate of the Michigan Education Association

By Willie Mae Western  
President

By Anda Kelley  
Secretary

By Mark E. Glauer  
Chairperson,  
Negotiations

MUSKEGON HEIGHTS PUBLIC SCHOOLS

1984 - 1985  
SALARY SCHEDULE  
APPENDIX A-1

YEAR	INDEX	BS	BS + 20	MA	MA + 30	MA + 60	PHD
1	1.00	16,026.60	16,226.93	17,228.59	17,509.06	17,709.39	17,909.73
2	1.04	16,667.66	16,876.01	17,917.73	18,209.42	18,417.77	18,626.12
3	1.08	17,308.73	17,525.08	18,606.88	18,909.78	19,126.14	19,342.51
4	1.13	18,110.06	18,336.43	19,468.31	19,785.24	20,011.61	20,237.99
5	1.18	18,911.39	19,147.77	20,329.74	20,660.69	20,897.08	21,133.48
6	1.23	19,712.72	19,959.12	21,191.17	21,536.14	21,782.55	22,028.97
7	1.29	20,674.31	20,932.74	22,224.88	22,586.69	22,845.11	23,103.55
8	1.35	21,635.91	21,906.36	23,258.60	23,637.23	23,907.68	24,178.14
9	1.41	22,597.51	22,879.97	24,292.31	24,687.77	24,970.24	25,252.72
10	1.48	23,719.37	24,015.86	25,498.31	25,913.41	26,209.90	26,506.40
11	1.55	24,841.23	25,151.74	26,704.31	27,139.04	27,449.55	27,760.08
12	1.64	26,283.62	26,612.17	0.00	0.00	0.00	0.00
12	1.65	0.00	0.00	28,427.17	28,889.95	29,220.49	29,551.05
(13-14 years)							
	1%	26,546.46	26,878.29	28,711.44	29,178.85	29,512.69	29,846.56
(15-20 years)							
	2%	26,809.29	27,144.41	28,995.71	29,467.75	29,804.90	30,142.07
(21st year & thereafter)							
	4%	27,334.96	27,676.66	29,564.26	30,045.55	30,389.31	30,733.09

MUSKEGON HEIGHTS PUBLIC SCHOOLS

1985 - 1986  
SALARY SCHEDULE  
APPENDIX A-2

YEAR	INDEX	BS	BS + 20	MA	MA + 30	MA + 60	PHD
1	1.00	16,908.06	17,119.41	18,176.16	18,472.06	18,683.41	18,894.76
2	1.04	17,584.38	17,804.19	18,903.21	19,210.94	19,430.75	19,650.55
3	1.08	18,260.70	18,488.96	19,630.25	19,949.82	20,178.08	20,406.34
4	1.13	19,106.11	19,344.93	20,539.06	20,873.43	21,112.25	21,351.08
5	1.18	19,951.51	20,200.90	21,447.87	21,797.03	22,046.42	22,295.82
6	1.23	20,796.91	21,056.87	22,356.68	22,720.63	22,980.59	23,240.55
7	1.29	21,811.40	22,084.04	23,447.25	23,828.96	24,101.60	24,374.24
8	1.35	22,825.88	23,111.20	24,537.82	24,937.28	25,222.60	25,507.93
9	1.41	23,840.36	24,138.37	25,628.39	26,045.60	26,343.61	26,641.61
10	1.48	25,023.93	25,336.73	26,900.72	27,338.65	27,651.45	27,964.24
11	1.55	26,207.49	26,535.09	28,173.05	28,631.69	28,959.29	29,286.88
12	1.64	27,729.22	28,075.83	0.00	0.00	0.00	0.00
12	1.66	0.00	0.00	30,172.43	30,663.62	31,014.46	31,365.30
(13-14 years)							
	1%	28,006.51	28,356.59	30,474.15	30,970.26	31,324.60	31,678.95
(15-20 years)							
	2%	28,283.80	28,637.35	30,775.88	31,276.89	31,634.75	31,992.61
(21st year & thereafter)							
	4%	28,838.39	29,198.86	31,379.33	31,890.16	32,255.04	32,619.91

MUSKEGON HEIGHTS PUBLIC SCHOOLS

1986 - 1987  
SALARY SCHEDULE  
APPENDIX A-3

YEAR	INDEX	BS	BS + 20	MA	MA + 30	MA + 60	PHD
1	1.00	17,922.54	18,146.57	19,266.73	19,580.37	19,804.41	20,028.44
2	1.04	18,639.44	18,872.43	20,037.40	20,363.58	20,596.59	20,829.58
3	1.08	19,356.34	19,598.30	20,808.07	21,146.80	21,388.76	21,630.72
4	1.13	20,252.47	20,505.62	21,771.40	22,125.82	22,378.98	22,632.14
5	1.18	21,148.60	21,412.95	22,734.74	23,104.84	23,369.20	23,633.56
6	1.23	22,044.72	22,320.28	23,698.08	24,083.86	24,359.42	24,634.98
7	1.29	23,120.08	23,409.08	24,854.08	25,258.68	25,547.69	25,836.69
8	1.35	24,195.43	24,497.87	26,010.09	26,433.50	26,735.95	27,038.39
9	1.41	25,270.78	25,586.66	27,166.09	27,608.32	27,924.22	28,240.10
10	1.48	26,525.36	26,856.92	28,514.76	28,978.95	29,310.53	29,642.09
11	1.55	27,779.94	28,127.18	29,863.43	30,349.57	30,696.84	31,044.08
12	1.64	29,392.97	29,760.37	0.00	0.00	0.00	0.00
12	1.665	0.00	0.00	32,079.11	32,601.32	32,974.34	33,347.35
(13-14 years)							
	1%	29,686.90	30,057.97	32,399.90	32,927.33	33,304.08	33,680.82
(15-20 years)							
	2%	29,980.83	30,355.58	32,720.69	33,253.35	33,633.83	34,014.30
(21st year & thereafter)							
	4%	30,568.69	30,950.78	33,362.27	33,905.37	34,293.31	34,681.24

PAY SCHEDULES FOR 1984 - 1987

Appendix A-4

1984 - 1985				1985 - 1986				1986 - 1987			
Sept.	7	(1 week check)		Sept.	6	(1 week check)		Sept.	5	(1 week check)	
	21	(2 weeks check)			20	(2 weeks check)			19	(2 weeks check)	
Oct.	5	"	"	Oct.	4	"	"	Oct.	3	"	"
	19	"	"		18	"	"		17	"	"
									31	"	"
Nov.	2	"	"	Nov.	1	"	"	Nov.	14	"	"
	16	"	"		15	"	"		28	"	"
	30	"	"		29	"	"				
Dec.	14	"	"	Dec.	13	"	"	Dec.	12	"	"
	28	"	"		27	"	"		26	"	"
Jan.	11	"	"	Jan.	10	"	"	Jan.	9	"	"
	25	"	"		24	"	"		23	"	"
Feb.	8	"	"	Feb.	7	"	"	Feb.	6	"	"
	22	"	"		21	"	"		20	"	"
Mar.	8	"	"	Mar.	7	"	"	Mar.	6	"	"
	22	"	"		21	"	"		20	"	"
Apr.	5	"	"	Apr.	4	"	"	Apr.	3	"	"
	19	"	"		18	"	"		17	"	"
May	3	"	"	May	2	"	"	May	1	"	"
	17	"	"		16	"	"		15	"	"
	31	"	"		30	"	"		29	"	"
June	14	(1 wk./20 pays)		June	13	(1 wk./20 pays)		June	12	(1 wk./20 pays)	
	28	"	"		27	"	"		26	"	"
July	12	"	"	July	11	"	"	July	10	"	"
	26	"	"		25	"	"		24	"	"
Aug.	9	"	"	Aug.	8	"	"	Aug.	7	"	"
	23	(3 wks./26 pays)			22	(3 wks./26 pays)			21	(3 wks./26 pays)	



## EXTRA DUTY COMPENSATION\*

## APPENDIX B

A.	Athletic Director	15%**
B.	Football	
	1. Varsity Head	15%
	2. Varsity Assistant (2)	10%
	3. Junior Varsity Head	10%
	4. Junior Varsity Assistant	8%
	5. Freshman Head	8%
	6. Freshman Assistant	6%
	7. Junior High Head	4%
C.	Basketball	
	1. Varsity Head:	
	a. Boys	15%
	b. Girls	15%
	2. Junior Varsity Head:	
	a. Boys	10%
	b. Girls	10%
	3. Freshman Head:	
	a. Boys	8%
	b. Girls	8%
	4. 7th & 8th Grade Head:	
	a. Boys	7%
	b. Girls	7%
D.	Track	
	1. Varsity Head	
	a. Boys	10%
	b. Girls	10%
	2. Varsity Assistant	5%
	3. Middle School	
	a. Boys	6%
	b. Girls	6%

---

\*Salary computed on BA Base.

\*\*Continued released time as currently provided.

E.	Baseball	
	1. Varsity Head	10%
	2. Girls' Softball Head	10%
	3. Junior Varsity Head	6%
F.	Cross Country	
	Varsity Head	7%
G.	Tennis	
	Varsity Head	6%
H.	Golf	
	Varsity Head	6%
I.	Wrestling	
	Varsity Head	10%
J.	Volleyball	
	Varsity Head	6.5%
K.	Music	
	1. Band Director	
	a. Senior High	12%
	b. Junior High	8%
	2. Vocal Music Director	
	a. Senior High	8%
	b. Junior High	6%
	c. Elementary	3%
L.	Miscellaneous	
	1. Debate	6%
	2. Forensics	4%
	3. Play Director	6%
	4. Assistant Play Director	3%
	5. Yearbook, Senior High	7%
	6. School Paper, Senior High	5%
	7. Director, Intra-Mural Sports	
	a. Senior High	6%
	b. Junior High	6%
	8. Faculty Manager	9%

APPENDIX B (Page 3)

9.	Cheerleading Advisors:	
	a. Senior High	7%
	b. Assistant Advisor	3%
	c. 7th & 8th Grade Advisor	3%
10.	Class Advisors:	
	a. Senior Class	5%
	b. Junior Class	4%
	c. Sophomore Class	4%
	d. Freshman Class	4%
11.	Student Council Advisor	5%
12.	National Honors' Society Advisor	3%
13.	Department Chairpersons	3.5%
14.	Coronation Ball Advisor	6%
15.	Head Teacher	To Be Decided

APPENDIX C

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

---

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

---

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
If additional space is needed in reporting  
Sections B 1 & 2 of Step I, attach an  
additional sheet.

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MUSKEGON HEIGHTS PUBLIC SCHOOLS

MUSKEGON HEIGHTS, MICHIGAN

TEACHER EVALUATION REPORT

APPENDIX D

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Teaching Experience: Total Years \_\_\_\_\_ Years in Muskegon Heights \_\_\_\_\_

Assignment \_\_\_\_\_

	Satisfactory	Unsatisfactory	Not Observed
I. Knowledge of subject matter	_____	_____	_____

Comments:

---

	Satisfactory	Unsatisfactory	Not Observed
--	--------------	----------------	--------------

II. Techniques of Instruction

A. Is flexible and tries to improve.	_____	_____	_____
B. Skillfully uses a variety of techniques.	_____	_____	_____
C. Demonstrates knowledge and effective use of audio visual aids and equipment.	_____	_____	_____
D. Teaching procedures are creative, stimulating and effective.	_____	_____	_____
E. Classroom atmosphere is pleasant and conducive to learning.	_____	_____	_____
F. Communicates effectively.	_____	_____	_____
G. Utilizes sense of humor when appropriate.	_____	_____	_____

Comments:

---

APPENDIX D (Page 2)

Satisfactory      Unsatisfactory      Not Observed

III. Classroom Management

A. Organizes and maintains good discipline and morals.

\_\_\_\_\_

B. Lessons reflect adequate planning and preparation.

\_\_\_\_\_

Comments:

Satisfactory      Unsatisfactory      Not Observed

IV. Relationships with:

A. Pupils

1. Rapport with pupils.

\_\_\_\_\_

2. Response elicited from pupils.

\_\_\_\_\_

3. Sets good examples for pupils.

\_\_\_\_\_

4. Stimulates academic interest and growth of pupils.

\_\_\_\_\_

5. Strives to meet individual needs of pupils.

\_\_\_\_\_

6. Strives to develop self-discipline of pupils.

\_\_\_\_\_

7. Demonstrates warmth and affection for pupils.

\_\_\_\_\_

8. Is prompt and dependable about meeting with pupils as scheduled.

\_\_\_\_\_

Comments:

B. Parents	Satisfactory	Unsatisfactory	Not Observed
1. Encourages parental contacts, visits and/or phone calls.	_____	_____	_____
2. Conducts organized and friendly parent-teacher conferences.	_____	_____	_____
3. Imports honest and tactful appraisal of pupils to parents.	_____	_____	_____
4. Encourages parents to ask questions and give opinions pertaining to their child's education.	_____	_____	_____
5. Is prompt and dependable about meeting with parents as scheduled.	_____	_____	_____
	Satisfactory	Unsatisfactory	Not Observed
6. Ability to accept constructive criticism from parents.	_____	_____	_____
7. Communicate with parents, when needed.	_____	_____	_____

Comments:

---

C. Professional Colleagues	Satisfactory	Unsatisfactory	Not Observed
1. Works harmoniously with other teachers.	_____	_____	_____
2. Participates in in-service activities.	_____	_____	_____



Satisfactory      Unsatisfactory      Not Observed

- |    |                                                      |       |       |       |
|----|------------------------------------------------------|-------|-------|-------|
| 3. | Accepts assigned responsibilities and is dependable. | _____ | _____ | _____ |
| 4. | Participates in required school-related activities.  | _____ | _____ | _____ |

Comments:

Considering all factors, the work performance of this teacher, as of the date of this evaluation, is \_\_\_\_\_ satisfactory; \_\_\_\_\_ unsatisfactory.

(Check One)

Signed: \_\_\_\_\_  
(Supervisor)

Date: \_\_\_\_\_

I, the undersigned, acknowledge receipt of this evaluation report.

Signed: \_\_\_\_\_  
(Teacher)

Date: \_\_\_\_\_

RECOMMENDATIONS FOR IMPROVEMENT

In order for you to effect needed improvement in those areas checked as being unsatisfactory on pages 1 through 3 of this report, the following recommendations are submitted: (Another sheet or sheets may be attached if duly noted and properly signed.)

---

I. Knowledge of Subject Matter

---

II. Techniques of Instruction

---

III. Classroom Management

---

IV. Relationships With:

A. Pupils

B. Parents

C. Professional Colleagues

---

Signed: Supervisor: \_\_\_\_\_ Teacher: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

MUSKEGON HEIGHTS PUBLIC SCHOOLS

REQUEST FOR LEAVE FORM

APPENDIX E

1. Prepare in duplicate.
2. Submit both copies to the Superintendent of Schools.

Date \_\_\_\_\_

I, \_\_\_\_\_, hereby request a leave of absence as a  
(Name of Teacher)

teacher in the Muskegon Heights Public Schools for the reason indicated below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I further request that this leave of absence begin \_\_\_\_\_  
month day year

and terminate on \_\_\_\_\_  
month day year

If for any reason it is my decision not to return to the School District, I will notify the School District of the same in not less than 60 days prior to the beginning of the next school term or semester.

If the request for a leave of absence is approved and does not exceed one (1) year in duration the requesting individual will be entitled to his or her previous accumulated sick days upon active reinstatement. No credit is granted on the salary schedule for an approved leave of absence unless stated otherwise.

\_\_\_\_\_  
Signature of Teacher

-----

Date Received \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date Approved

APPENDIX F-1

CALENDAR 1984-85

Wednesday & Thursday, August 29 & 30, 1984  
TEACHER ORIENTATION

Tuesday, September 4, 1984  
CLASSES BEGIN

Friday, October 12, 1984  
IN-SERVICE DAY

Monday, November 5, 1984 through Friday, November 9, 1984  
PARENT-TEACHER CONFERENCES

Thursday & Friday, November 22 & 23, 1984  
THANKSGIVING RECESS

Thursday, December 20, 1984 to Wednesday, January 2, 1985  
CHRISTMAS RECESS

Tuesday, January 15, 1985  
A.M. - CLASSES IN SESSION  
P.M. - DR. MARTIN LUTHER KING JR.'S BIRTHDAY -- SCHOOLS CLOSED

Monday, March 25, 1985 through Friday, March 29, 1985  
PARENT-TEACHER CONFERENCES

Monday, April 1, 1985 through Friday, April 5, 1985  
SPRING RECESS

Sunday, May 26, 1985  
BACCALAUREATE @ 5:00 P.M. (C.F. BOLT MEMORIAL GYMNASIUM)

Monday, May 27, 1985  
MEMORIAL DAY -- SCHOOLS CLOSED

Friday, May 31, 1985  
COMMENCEMENT @ 7:00 P.M. (PHILLIPS FIELD, WEATHER PERMITTING)

Thursday, June 6, 1985  
LAST DAY FOR STUDENTS

Friday, June 7, 1985  
RECORDS COMPLETION DAY -- IF NEEDED  
END OF THE SCHOOL YEAR -- STUDENT RECORDS DUE

---

NOTE: Records Days and Parent-Teacher Conferences dates and times to be agreed upon by the parties.

MUSKEGON HEIGHTS PUBLIC SCHOOLS

1984-85

SCHOOL CALENDAR

AUGUST

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

DECEMBER

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JANUARY

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

FEBRUARY

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

MARCH

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE

M	T	W	T	F
3	4	5	6	7

NOTE: June 6, 1985  
is the last day for  
students & teachers.

Sept. 3 Labor Day  
Nov. 22 Thanksgiving  
Dec. 25 Christmas  
Jan. 1 New Year's  
April 5 Good Friday  
May 27 Memorial Day

KEY

TEACHER ORIENTATION/INSERVICE

FIRST AND LAST STUDENT DAYS

LEGAL HOLIDAY

NO SCHOOL FOR STUDENTS OR TEACHERS

BEGINNING OF SECOND SEMESTER

183 Teacher Days

180 Student Days

MUSKEGON HEIGHTS PUBLIC SCHOOLS

APPENDIX F-2

CALENDAR 1985-86

Wednesday & Thursday, August 28 & 29, 1985  
TEACHER ORIENTATION

Tuesday, September 3, 1985  
CLASSES BEGIN

Friday, October 11, 1985  
IN-SERVICE DAY

Monday, November 4, 1985 through Friday, November 8, 1985  
PARENT-TEACHER CONFERENCES

Thursday & Friday, November 28 & 29, 1985  
THANKSGIVING RECESS

Monday, December 23, 1985 to Monday, January 6, 1986  
CHRISTMAS RECESS

Wednesday, January 15, 1986  
A.M. - CLASSES IN SESSION  
P.M. - DR. MARTIN LUTHER KING JR.'S BIRTHDAY -- SCHOOLS CLOSED

Monday, March 24, 1986 through Friday, March 28, 1986  
PARENT-TEACHER CONFERENCES

Friday, March 28, 1986  
A.M. - CLASSES IN SESSION  
P.M. - GOOD FRIDAY OBSERVANCE -- SCHOOLS CLOSED

Monday, March 31, 1986 through Friday, April 4, 1986  
SPRING RECESS

Monday, May 26, 1986  
MEMORIAL DAY -- SCHOOLS CLOSED

Thursday, June 5, 1986  
LAST DAY FOR STUDENTS

Friday, June 6, 1986  
RECORDS COMPLETION DAY -- IF NEEDED  
END OF THE SCHOOL YEAR -- STUDENT RECORDS DUE

---

NOTE: Records Days and Parent-Teacher Conferences dates and times to be agreed upon by the parties.

MUSKEGON HEIGHTS PUBLIC SCHOOLS

1985-86

SCHOOL CALENDAR

AUGUST

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER

M	T	W	T	F
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCTOBER

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JANUARY

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FEBRUARY

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MARCH

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

APRIL

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

MAY

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JUNE

M	T	W	T	F
2	3	4	5	6

NOTE: June 5, 1986 is the last day for students & teachers.

Sept. 2 Labor Day  
 Nov. 28 Thanksgiving  
 Dec. 25 Christmas  
 Jan. 1 New Year's  
 March 28 Good Friday  
 May 26 Memorial Day

KEY

- △ TEACHER ORIENTATION/INSERVICE
- FIRST AND LAST STUDENT DAYS
- ☒ LEGAL HOLIDAY
- NO SCHOOL FOR STUDENTS OR TEACHERS
- ◊ BEGINNING OF SECOND SEMESTER

183 Teacher Days

180 Student Days

MUSKEGON HEIGHTS PUBLIC SCHOOLS

APPENDIX F-3

CALENDAR 1986-87

Tuesday, & Wednesday, September 1 & 2, 1986  
TEACHER ORIENTATION

Thursday, August 28, 1986  
CLASSES BEGIN

Monday, September 1, 1986  
LABOR DAY -- SCHOOLS CLOSED

Friday, October 10, 1986  
IN-SERVICE DAY

Monday, November 3, 1986 through Friday, November 7, 1986  
PARENT-TEACHER CONFERENCES

Thursday & Friday, November 27 & 28, 1986  
THANKSGIVING RECESS

Monday, December 22, 1986 to Monday, January 5, 1987  
CHRISTMAS RECESS

Thursday, January 15, 1987  
A.M. - CLASSES IN SESSION  
P.M. - DR. MARTIN LUTHER KING JR.'S BIRTHDAY -- SCHOOLS CLOSED

Monday, March 23, 1987 through Friday, March 27, 1987  
PARENT-TEACHER CONFERENCES

Monday, April 6, 1987 through Friday, April 10, 1987  
SPRING RECESS

Friday, April 17, 1987  
A.M. - CLASSES IN SESSION  
P.M. - GOOD FRIDAY OBSERVANCE -- SCHOOLS CLOSED

Monday, May 25, 1987  
MEMORIAL DAY -- SCHOOLS CLOSED

Thursday, June 4, 1987  
LAST DAY FOR STUDENTS AND TEACHERS

Friday, June 5, 1987  
RECORDS COMPLETION DAY -- IF NEEDED  
END OF THE SCHOOL YEAR -- STUDENT RECORDS DUE

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NOTE: Records Days and Parent-Teacher Conferences dates and times to be agreed upon by the parties.



MUSKEGON HEIGHTS PUBLIC SCHOOLS

1986-87

SCHOOL CALENDAR

AUGUST

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

SEPTEMBER

M	T	W	T	F
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DECEMBER

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JANUARY

M	T	W	T	F
			8	9
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

MAY

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE

M	T	W	T	F
1	2	3	4	5

NOTE: June 4, 1987 is the last day for students & teachers.

- Sept. 1 Labor Day
- Nov. 27 Thanksgiving
- Dec. 25 Christmas
- Jan. 1 New Year's
- April 17 Good Friday
- May 25 Memorial Day

KEY

- ▲ TEACHER ORIENTATION/INSERVICE
- FIRST AND LAST STUDENT DAYS
- ⊗ LEGAL HOLIDAY
- NO SCHOOL FOR STUDENTS OR TEACHERS
- BEGINNING OF SECOND SEMESTER

183 Teacher Days

180 Student Days

APPENDIX F-4

PARENT-TEACHER CONFERENCE FORMAT

FORMAT FOR ELEMENTARY CONFERENCES

Conferences for the elementary schools will be held the week following the end of the first marking period of each semester according to the format below:

	Monday	Tuesday	Wednesday	Thursday	Friday
A.M. 8:30 - 11:30	Students	Students	Students	Students	Students
P.M. 1:00 - 3:00	Records	Conf.	Conf.	Conf.	**Released Time
Evening*: 6:00 - 8:00		Conf.			

\*Teachers shall report no later than 5:45 p.m. for the evening conference.

\*\*Elementary teachers dismissed at 12:00 noon.

FORMAT FOR SENIOR HIGH CONFERENCES

Conferences for Muskegon Heights High School will be held the week following the end of the first marking period of each semester according to the following format:

	Monday	Tuesday	Wednesday	Thursday	Friday
A.M. 8:00 - 11:00	Students	Students	Students	Students	Conf.
P.M. 1:00 - 3:00	Students	Students	Records	Conf.	Released Time
Evening: 6:00 - 8:00				Conf.	

FORMAT FOR MIDDLE SCHOOL CONFERENCES\*\*\*

Conferences for Muskegon Heights Middle School will be held the week following the end of the first marking period of each semester according to the following format:

	Monday	Tuesday	Wednesday	Thursday	Friday
A.M. 8:00 - 11:00	Students	Students	Students	Conf.	Students
P.M. 1:00 - 3:00	Students	Students	Conf.	Students	Released Time
Evening: 6:00 - 8:00			Conf.		

\*\*\*Middle School teachers will take their Records Days (1/2 day) at the end of each semester.

APPENDIX G

TEACHER'S TENURE CONTRACT

School District of the City of Muskegon Heights  
Muskegon County  
Muskegon Heights, Michigan

This agreement made between School District of the City of Muskegon Heights, Michigan, hereinafter designated as the "School District", by authority of its Board of Education, and

\_\_\_\_\_ a legally qualified teacher, hereinafter referred to as the "Teacher".

Whereas, said School District is desirous of employing said Teacher as a Tenure Teacher in its public school system, and:

Whereas, said Tenure Teacher possesses the legal qualifications required of teachers under the laws of this State;

Now, Therefore, said School District does hereby employ said Tenure Teacher to teach in its said School District in such grade or department as shall be required by the Board of Education of said School District, for the term of one school year consisting of ten school months, commencing on or about the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Said School District agrees to pay the said Tenure Teacher the sum of \_\_\_\_\_ payable monthly for the term of ten months.

Said Tenure Teacher agrees to faithfully perform the duties of teacher in said public school system, and to enforce and comply with the rules and regulations established from time to time by the Board of Education or Superintendent of Schools of said School District.

Said Tenure Teacher further agrees to keep full, complete and correct statistical information and records in such manner and forms as may be required by law or by said Board of Education or Superintendent of Schools, returning such reports thereof as may be required by law or by said Board of Education.

It is further understood that the said Tenure Teacher has read the State Tenure Law of Michigan and the Tenure Policy adopted by the Board of Education, and that he agrees to abide by the provisions of this policy.

This contract, to be valid, must be signed and delivered to the Superintendent of Schools of the said School District within two weeks from date hereof; otherwise the position will be considered vacant.

Loss by said Tenure Teacher of legal qualifications to perform or continue the duties of Teacher in said School system shall automatically and immediately terminate this contract. This contract does not become valid until said Tenure Teacher is acceptably certified by the State Department of Public Instruction.

This contract is expressly subject to the terms and conditions of the Master Agreement between the School District and the Muskegon Heights Education Association.

In witness whereof, we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

(SEAL) BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Teacher

APPENDIX H

TEACHER'S PROBATIONARY CONTRACT

School District of the City of Muskegon Heights  
Muskegon County  
Muskegon Heights, Michigan

This agreement made between School District of the City of Muskegon Heights, Michigan, hereinafter designated as the "School District", by authority of its Board of Education, and

\_\_\_\_\_ a legally qualified teacher, hereinafter referred to as the "Teacher".

Whereas, said School District is desirous of employing said Teacher as a Probationary Teacher in its public school system, and:

Whereas, said Probationary Teacher possesses the legal qualifications required of teachers under the laws of this State;

Now, Therefore, said School District does hereby employ said Probationary Teacher to teach in its said School District in such grade or department as shall be required by the Board of Education of said School District, for the term of one school year consisting of ten school months, commencing on or about the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Said School District agrees to pay the said Probationary Teacher the sum of \_\_\_\_\_ payable monthly for the term of ten months.

Said Probationary Teacher agrees to faithfully perform the duties of teacher in said public school system, and to enforce and comply with the rules and regulations established from time to time by the Board of Education or Superintendent of Schools of said School District.

Said Probationary Teacher further agrees to keep full, complete and correct statistical information and records in such manner and forms as may be required by law or by said Board of Education or Superintendent of Schools, returning such reports thereof as may be required by law or by said Board of Education.

It is further understood that the said Probationary Teacher has read the State Tenure Law of Michigan and the Tenure Policy adopted by the Board of Education, and that he agrees to abide by the provisions of this policy.

This contract, to be valid, must be signed and delivered to the Superintendent of Schools of the said School District within two weeks from date hereof; otherwise the position will be considered vacant.

Loss by said Probationary Teacher of legal qualifications to perform or continue the duties of Teacher in said School system shall automatically and immediately terminate this contract. This contract does not become valid until said Probationary Teacher is acceptably certified by the State Department of Public Instruction.

This contract is expressly subject to the terms and conditions of the Master Agreement between the School District and the Muskegon Heights Education Association.

In witness whereof, we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL) BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Teacher

APPENDIX I

EDUCATIONAL ISSUES COMMITTEE

1. The parties agree to the formation of an Education Issues Committee comprised of six (6) persons, three (3) of whom shall be appointed by The Board and three (3) by The Association.
2. Following such appointment, the Committee shall organize itself and meet at such times as are mutually agreeable.
3. The Committee shall forward a written report to The Board and The Association no later than May. Said report shall include an in-depth study of class sizes in the District, the effects of mainstreaming (the placement of Special Education students in classrooms via the proper methods as prescribed by law), the Special Education program in the District, along with conclusions, rationale and recommendations for needed improvements. The Committee shall also review paid and unpaid leave provisions and make such timely reports as mentioned above.
4. No recommendation, however, shall become a part of and/or incorporated by references thereto into this Agreement unless same is accepted and adopted by The Board and The Association or their authorized delegates.

LETTER OF UNDERSTANDING  
BETWEEN  
MUSKEGON HEIGHTS BOARD OF EDUCATION  
AND  
MUSKEGON HEIGHTS EDUCATION ASSOCIATION

WHEREAS, the parties in Article XVI, Section J of the current Master Agreement have agreed that "if a reduction in staff is necessitated, such reduction shall be made according to seniority and certification with recalls being in the inverse order of the layoff", the parties hereby further agree that the following procedures, in order and to the extent necessary to "break ties", shall be used to determine seniority rankings of bargaining unit members whose dates of hire in the bargaining unit are the same:

- A. Earned semester credit hours beyond the Bachelor Degree (1) level.  
(1) For purpose of tie-breaking, each similar degree beyond a bachelor degree -- i.e., a masters or a doctorate, shall each be considered as equal, regardless of the number of semester hours or their equivalence, earned by a teacher for said degree. The word beyond shall be controlling and applied in such instances to mean earned semester credits beyond the degree in question.
- B. Additional professional service\* in the District prior to the last date of hire in the bargaining unit for which seniority did not accrue and/or for which such service time is not currently included in accumulated seniority time.  
(\*i.e., substitute teaching, re-employed bargaining unit members. Excludes prior service as an administrator/supervisor or student teaching.)
- C. Years of teaching experience outside the District.
- D. Drawing of lots.

If the hours beyond the Bachelor Degree Level were earned in units other than semester hours, the attached conversion formula of the Michigan Department of Education shall be used to convert such "hours" to their semester equivalents.

For The Muskegon Heights  
Board of Education

For the Muskegon Heights  
Education Association

\_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

APPENDIX J-1

Attachment:

Letter of Agreement  
Muskegon Heights Board and Association  
Date: \_\_\_\_\_

CONVERSION TABLE FOR SEMESTER AND TERM HOURS

Appearing below is a conversion table for semester and term hours which employing officials may use when reviewing the transcripts of potential permit candidates.

Sem	Term	Sem	Term	Sem	Term	Sem	Term
10	15	46	69	81	121-1/2	116	174
11	16-1/2	47	70-1/2	82	123	117	175-1/2
12	18	48	72	83	124-1/2	118	177
13	19-1/2	49	73-1/2	84	126	119	178-1/2
14	21	50	75	85	127-1/2	120	180
15	22-1/2	51	76-1/2	86	129	121	181-1/2
16	24	52	78	87	130-1/2	122	183
17	25-1/2	53	79-1/2	88	132	123	184-1/2
18	27	54	81	89	133-1/2	124	186
19	28-1/2	55	82-1/2	90	135	125	187-1/2
20	30	56	84	91	136-1/2	126	189
21	31-1/2	57	85-1/2	92	138	127	190-1/2
22	33	58	87	93	139-1/2	128	192
23	34-1/2	59	88-1/2	94	141	129	193-1/2
24	36	60	90	95	142-1/2	130	195
25	37-1/2	61	91-1/2	96	144	131	196-1/2
26	39	62	93	97	145-1/2	132	198
27	40-1/2	63	94-1/2	98	147	133	199-1/2
28	42	64	96	99	148-1/2	134	201
29	43-1/2	65	97-1/2	100	150	135	202-1/2
30	45	66	99	101	151-1/2	136	204
31	46-1/2	67	100-1/2	102	153	137	205-1/2
32	48	68	102	103	154-1/2	138	207
33	49-1/2	69	103-1/2	104	156	139	208-1/2
34	51	70	105	105	157-1/2	140	210
35	52-1/2	71	106-1/2	106	159	141	211-1/2
36	54	72	108	107	160-1/2	142	213
37	55-1/2	73	109-1/2	108	162	143	214-1/2
38	57	74	111	109	163-1/2	144	216
39	58-1/2	75	112-1/2	110	165	145	217-1/2
40	60	76	114	111	166-1/2	146	219
41	61-1/2	77	115-1/2	112	168	147	220-1/2
42	63	78	117	113	169-1/2	148	222
43	64-1/2	79	118-1/2	114	171	149	223-1/2
44	66	80	120	115	172-1/2	150	225
45	67-1/2						

NOTE: FOR TRANSCRIPTS INDICATING "UNIT HOURS" USE THE FOLLOWING  
CONVERSION: 1 UNIT - 4 SEMESTER HOURS

