

8/15/93



*North Muskegon Public Schools*

MASTER AGREEMENT

BETWEEN THE

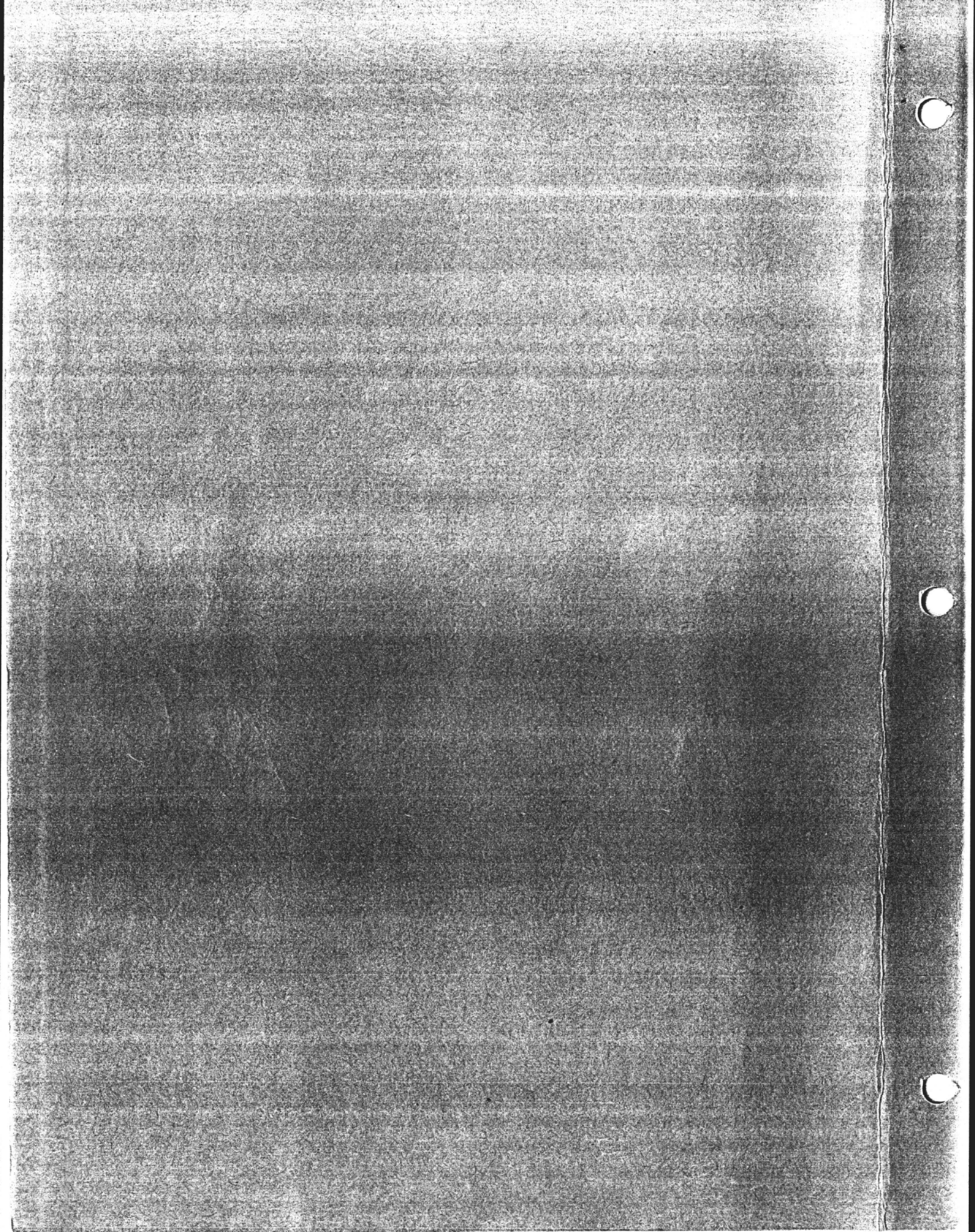
NORTH MUSKEGON BOARD OF EDUCATION

AND THE

NORTH MUSKEGON EDUCATION ASSOCIATION

AUGUST 15, 1992 - AUGUST 15, 1993





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NORTH MUSKEGON PUBLIC SCHOOLS AGREEMENT

This agreement entered into this 16th day of #  
by and between the Board of Education of the North Muskegon  
District, North Muskegon, Michigan, hereinafter called the  
the North Muskegon Education Association, hereinafter call  
"Association".

4001

ust, 1993,  
School  
Board", and  
the

## DEFINITIONS

4002

- A. The term "year", when used hereinafter in this Agreement, shall refer to the time school is in session.
- B. The term "seniority", when used hereinafter in this Agreement, shall be defined in Section 4119 I C.
- C. A "full-time" daily teaching load in the secondary and middle school shall not exceed five (5) full teaching periods and one (1) student-free preparation period. Assignment to a full period of supervised study or lunch period will be considered a teaching period for the purposes of this article. These assigned duties shall fall between the hours of 7:55 a.m. and 3:00 p.m. Secondary teachers are expected to be in residence from 7:50 a.m. to 3:10 p.m., excluding the teachers' lunch period, except as released by the administration. It is agreed that school administrators may call up to two (2) meetings per month and brief individual and/or committee meetings immediately after the regular school day when needed.
- D. In the secondary school, any teacher assigned less than five (5) full teaching periods daily shall be paid per teaching period assigned at the rate of one-fifth (1/5) of his annual contractual salary at the appropriate step of the salary schedule.
- E. In the secondary school, a "full teaching period" is defined to be one (1) hour or a major fraction thereof.
- F. In the elementary school a "full-time" teaching load shall be from 8:15 a.m. to 2:45 p.m. Elementary teachers shall be in residence from 8:10 a.m. until 2:55 p.m., excluding the lunch period (11:00 to 11:55 a.m.), except as released by the administration. Within the school week there will be time that teachers are free for preparation, conferences, etc., when their students are attending special classes, or otherwise scheduled outside of the classroom. All full-time elementary teachers will be provided with a minimum of one hundred seventy-five (175) minutes of such time. To guarantee such time, teachers exceeding this minimum may be required to work together in sharing such duties as will provide this released time. It is agreed that school administrators may call up to two (2) meetings per month and brief individual and/or committee meetings immediately after the regular school day.



Definitions (continued)

4002

- G. 1) Applies only to teachers who were members of the bargaining unit during the 1980-81 school year.
- In the elementary school, any teacher assigned to less than one day as defined in part F of this article shall be paid at the rate of one-ninth ( $1/9$ ) of their contractual salary at the appropriate step of the salary schedule, per half day assigned (A.M. or P.M. session)
- 2) Applies only to teachers who were not members of the bargaining unit during the 1980-81 school year.
- In the elementary school, any teacher assigned to less than the day as defined in part F of this article shall be paid at the rate of one-tenth ( $1/10$ ) of their contractual salary at the appropriate step of the salary schedule, per half day assigned (A.M. or P.M. session).
- H. Changes in the teachers' day or lunch hour may be accomplished only through negotiations.
- I. Any individual bargaining unit member may voluntarily render services outside the scheduled workday, as defined in Definitions (4002), for a maximum of 180 teaching periods during any given school year, provided the Association President is notified of and the Professional Negotiations Chairperson consents to the deviation. The bargaining unit member shall be compensated in accordance with the working agreement.
- J. During the term of this agreement, the impact, if any, of changes in local, state, and/or federal government programs on the teachers' work day or lunch hour will be determined through negotiations. In the event the parties are unable to agree on said impact, the Board may impose necessary changes in the teachers' day or lunch hour in order to comply with such programs pending final agreement between the parties.
- K. All premiums for fringe benefits will be prorated on the basis of the number of half ( $1/2$ ) days worked (as in G) or on the basis of number of periods taught (as in C).

Example:

1. Elementary Level - Teaching five (5) half days (a.m. or p.m. sessions) =  $5/10$  fringe benefits paid by the Board.
2. Secondary - Teaching three (3) classes per day =  $3/5$  fringe benefits paid by the Board.

- L. Per diem basis shall be the amount obtained by dividing the contractual salary, including extra pay for teaching extra academic classes, but excluding all other extra duty pay, by the number of days which appear on the employee's contract.

WITNESSETH

4003

The Board and the Association recognize and declare that providing a quality education for the children of the North Muskegon District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service.

The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards.

The Administration and the Board will continue to serve as the only official parties in policy formulation and may seek the assistance and advice of the faculty from time to time.

The Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment.

The parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:



## RECOGNITION

4004

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board of Education recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of the agreement for the following:

Full-time teachers, part-time teachers,  
librarians, counselors, athletic directors,  
social workers, and permanent substitutes  
as defined in Section 4141.1a, Section C.

Excluded are the following:

Administrators, per diem substitutes,  
bookkeepers, secretaries, clerks, bus  
drivers, operation and maintenance  
employees, cooks, and extra duty personnel  
not teaching during the regularly scheduled  
day.

The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining unit defined above.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting an issue and having the issue adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given notice to be present at such presentation and adjustment.

- C. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers under the Michigan General School laws shall be deemed to be in addition to those provided elsewhere in this contract.

NEGOTIATION PROCEDURES

4010

- A. Matters not specifically covered by this Agreement may, by consent of both parties, be subject to negotiations from time to time during the period of this Agreement, upon request by either party to the other. The parties shall undertake to cooperate in arranging meetings, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.
- C. In any negotiation described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party.

## EMPLOYMENT QUALIFICATIONS

4111

### "Legal Reference"

\*A. Applicants for employment in the school district shall be recruited, screened, selected and recommended to the Board of Education for employment by the Superintendent of Schools or by the Principal acting on behalf of the Superintendent of Schools.

1. Teachers shall be recruited, screened, and appointed without regard to race, creed, color, national origin, age, sex or health. No application shall be discriminated against because of race, creed, color, national origin, age, sex, or health.
2. The provisions and spirit of the Michigan Fair Employment Practice Act shall be administered by the personnel department.

\*B. Certification or letter from college or university stating that the requirements for certification have been earned and will be forthcoming must be filed with the Superintendent. No contract with any person shall be valid unless such person shall hold a legal certificate of qualification at the time the contractual period shall begin and all such contracts shall terminate if the certificate shall expire by limitation and shall not immediately be renewed, or it shall be suspended or revoked by proper legal authority.

\*Legal Reference: State of Michigan - 380-1231



RESIDENCE AND MARITAL STATUS

4111.1

Residence and marital status shall not be made a condition of employment.

## CERTIFICATION RECORDING

4113

Each member of the instructional staff shall hold a legal certificate that qualifies the holder to teach in the public schools of Michigan.

Legal certificates shall be recorded in the office of the Superintendent of Schools at the time the teacher is hired and before the beginning of the school year when the teacher takes over the classroom assignment.

The teacher's certificate shall be valid for the assignment.

Following appointment, it is the teacher's obligation to see that a certified transcript of credits is on file in the office of the Board of Education. Transcripts or verification of additional work completed must also be filed in the Board of Education office not later than the beginning of each school year.

Teachers who allow their certificates to expire must have a valid certificate or verification from their college or university that they have met the requirements for full certification and that it is forthcoming. Without verification by the first day of instruction, such contracts shall be terminated.

## MEDICAL EXAMINATION

4114

The Board of Education may require a teacher to submit a certificate from a qualified physician approved by the Board, certifying to his physical or mental fitness. Cost of the examination requested by the Board will be paid by the Board of Education. Failure to acknowledge such a request shall result in termination of employment; however, the teacher may request full assistance from the Association at any time during such proceedings. Notice of a written request for such examination shall be delivered in person by the appropriate administrator or by registered mail.



STATEMENT OF FITNESS TO WORK

4114.1

A teacher must present to the Superintendent of Schools a statement from the attending physician stating that he or she is physically and mentally able to return to work after any prolonged illness or accident of two weeks duration or longer.

The Board, at its option, may request a statement from a doctor of its choosing, if it so desires.

## ASSIGNMENTS, VACANCIES, AND TRANSFERS

4115

A. Initial Assignment:

Teachers shall be subject to initial assignment at the discretion of the Superintendent of Schools and shall be appointed to work in their special fields of training insofar as possible.

B. Annual Assignment:

By March 1, teachers shall be allowed to declare their preference of assignment for the following year by submitting a written request to the Superintendent of Schools. Tentative assignments specifying building assignment, grade level assignment, subject area assignment, and number of sections in any given area will be given to existing staff members no later than April 15 for the succeeding school year.

C. Transfers:

1. The word "transfer" shall mean a change in:

- a) Building assignment
- b) Grade level assignment in Grades DK-6
- c) Subject area assignment (does not refer to number of sections in any given area)
- d) Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
- e) Special Education assignment such as learning disability, emotionally impaired, etc.

2. In the event that an excess of instructional personnel for any teaching department and/or school exists, or the relocation of staff is necessary to meet student load conditions or instructional requirements, or at any time when the school district finds it is without sufficient funds to operate the schools, all efforts for the voluntary transfer of instructional personnel shall be exhausted; further, in the event there remains an excess of instructional personnel in any teaching department and/or school, or relocation of staff is still needed to meet student load conditions or instructional requirements, the Superintendent shall arrange for the involuntary transfer of instructional personnel. In determining such involuntary transfer of personnel, the prime criteria will be seniority, certification, and North Central requirements.

D. Vacancies

1. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence in excess of ten (10) working days (refer to policy number 4151 through 4152.5a).
2. "Permanent vacancy" shall mean a bargaining unit position newly created (including but not limited to positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause, or death of the teacher assigned to said bargaining position.
3. The Board shall not be required to post temporary vacancies.
4. When a permanent vacancy exists which is not filled by the recall of a teacher laid off from this schools district, the Board shall publicize the same by posting the vacancy in each building/teachers' lounge or work area for a period of not less than five (5) working days. A copy of the posting shall be forwarded to the Association. Postings of permanent vacancies shall be mailed to the last known address of each teacher who has indicated an interest in the specified area.
5. Any teacher may apply for any permanent vacancy. All applicants for a position shall be notified by the Board when said position is filled.
6. In filling a temporary vacancy, the following provisions shall govern:
  - a) The vacancy shall be filled by recall of a teacher on lay-off from this school district. If there is no teacher on lay-off from this school district certified for the vacancy, the Board may fill the vacancy from any source.

7. In filling a permanent vacancy, the following provisions shall govern:
- a) The vacancy shall be filled by recall of a teacher on lay-off from this school district. If there is no teacher on lay-off from this school district certified for the vacancy, the following provisions shall govern:
    - 1) If a teacher on the staff applies, is certified for the vacancy, and meets North Central requirements, 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 for the vacancy shall be granted the position if he/she meets North Central requirements.
  - b) If the vacancy is not filled by the above provisions, the Board shall consider filling the vacancy by the employment of a laid-off teacher from other school districts within the boundaries of the Intermediate School District or a contiguous Intermediate School District, provided there is a laid-off teacher certified for the vacancy.
  - c) If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.

E. If the Board determines that a team teaching position in an inclusive classroom at a grade level (elementary)/subject area (secondary) needs to be filled and not all of the regular education teachers from a grade level/subject area are assigned to a team teaching position in an inclusive classroom, the following provisions shall govern the staffing of such positions:

- 1) A regular education teacher from a grade level/subject area that is currently assigned to a team teaching position in an inclusive classroom shall be continued in that assignment the following year unless the teacher declares a preference for a non-inclusive teaching assignment by submitting a written request to the Superintendent of Schools by March 1.

- 2) If the position is not filled by the incumbent teacher, any regular education teacher from the grade level/subject area who volunteers shall be assigned to the position.
- 3) If the position is not filled by the above provisions, the regular education teacher from the grade level/subject area who has not been assigned to a team teaching position in an inclusive classroom for the longest period of time shall be assigned to the position.
- 4) If none of the regular education teachers in the grade level/subject area have previously been assigned to a team teaching position in an inclusive classroom, the teacher with the least seniority (as defined by the lay-off provisions of this agreement) shall be assigned to the position.

APPOINTMENT AND TRANSFER - EXTRA DUTIES

4115.1

The individual staff appointments for non-academic extra-scheduled duties (any subject that does not grant credit), which are not subject to the Tenure Law, shall be made by the school principals subject to the approval of the Superintendent and Board of Education.

The basis for the appointment is as follows:

1. Existing staff will be contacted in written form concerning all available vacancies prior to the closing of school in the spring, as to their desires to coach or supervise extra-curricular duties.
2. Selection will be based on the following:
  - a. Training
  - b. Experience
  - c. Ability to get along with students
3. All interested parties will be notified as soon as the staff has been selected.
4. If such position is not filled from within the faculty, the position may be filled by other personnel.



EXCELLENCE IN EDUCATION COUNCIL

4115.2

- A. A DK-12 council will be organized and implemented. This council is the vehicle through which curricular changes shall be initiated.

Membership on the DK-12 council will consist of SEVEN high school department chairpersons (9-12), TWO representatives from the lower elementary staff (DK-2), TWO representatives from the upper elementary staff (3-5), TWO representatives from the middle school staff, and building principals.

The superintendent of schools will serve in an ex-officio capacity.

- B. In the secondary school, departments named below will select one member to serve as department chairperson. These people and the secondary principal shall comprise the curriculum council. The members selected will be responsible for attending to such duties as the secondary school principal shall determine, and in addition will serve on the DK-12 council.

The superintendent of schools will serve in an ex-officio capacity.

Departments shall be composed of the various elements of the secondary school curriculum as follows:

Language Communications  
Mathematics  
Science  
Practical/Fine Arts  
Social Studies  
Foreign Languages  
Guidance

- C. A monetary stipend, as per 4141.2B, will be paid by the Board of Education to the department chairpersons, the amount to be paid at the close of the school year.

LETTER OF INTENT

4116

During the month of February, each year, the Board will give to each teacher in the system, a "Letter of Intent" which will be filled in by the teacher. The Letter of Intent shall be returned within a two (2) week period.

\_\_\_\_\_ I do intend to return for the school year 19\_\_ to 19\_\_.

\_\_\_\_\_ I do not intend to return for the school year 19\_\_ to 19\_\_.

\_\_\_\_\_ At the present time I am undecided and will let you know as soon as possible.

PROBATION

4117

Any probationary employee whose work is definitely below standard in the judgment of his immediate supervisor and the Superintendent of Schools but shows promise of meeting North Muskegon standards with another year's trial, may be placed on Probation for a third year.

## DISCIPLINE OF EMPLOYEES

4118

A. The discipline of employees shall not be arbitrary, capricious, or without just cause.

B. Further, if any probationary, tenure teacher or bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher or bargaining unit member 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 the teacher and his/her record cleansed of any reference to this action.

## LAY-OFF AND RECALL

4119

### 1. LAY-OFF

- A. No teacher shall be reduced in time or laid off unless there is a projected reduction in the number of total students enrolled, or a projected reduction in operating revenues of the district, or unless there is a re-alignment of curricular offerings. No teacher shall be laid-off during the school year. Teachers subject to lay-off for the subsequent school year shall be notified of such lay-off in writing by April 15 of the current school year.
- B. The teacher(s) in the specific position(s) being reduced or eliminated shall be the teacher(s) notified of lay-off. A teacher notified of lay-off shall have the right to replace another member of the bargaining unit who is the least senior teacher within the teacher's certification and North Central requirements. It is further provided that in the event of lay-off in the elementary building, transfers of teachers may be required to effect the lay-off of the least senior teacher(s).
- C. Seniority shall be computed from the last date of hire, first working day, or date contract was signed (month, day, year, hour, minute) whichever is earlier, 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 lay-off shall not be construed as a break in continuous service and seniority shall continue to accrue. The district shall prepare and present to the Association a current seniority list of bargaining unit members (consisting of name of teacher, degree, experience in North Muskegon, year started, outside experience, experience total, experience credit) prior to October 15 of each year. Accompanying the name of each teacher on the list shall be the date of last hire, first working day, or date contract was signed (month, day, year, hour, minute) whichever is earlier. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.

### II. RECALL

- A. Changes in a teacher's certification after the first work day of the next school year following lay-off shall not permit the teacher to be recalled by replacing a less senior teacher in his area or certification and North Central requirements.

- B. Teachers on lay-off shall be recalled in inverse order of lay-off provided the teacher is certified for the vacancy. No new teachers shall be employed by the board while there are teachers of the district who are laid-off unless there are no laid-off teachers who are certified to fill the vacancy.
- C. The Board shall give written notice of recall from lay-off by sending a certified letter to the teacher, with a copy sent to the Association President. The teacher shall respond to the notice of recall within fifteen (15) calendar days of receipt.

In the event that less than fifteen (15) calendar days exist from date of receipt to the first day of school, the teacher shall respond prior to the first day of school, except that in no case will a teacher be given less than five (5) calendar days after receipt to respond. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time position.

- D. In recalling teachers from lay-offs, no teacher will be terminated, lose recall rights or seniority, if the teacher is - at the time recall - under contract with another employer. In no case will the recall rights of a laid-off employee be extended for a length of time exceeding one year beyond first notice of recall.

III. IN REGARD TO ALL THE ABOVE:

- A. Affected teachers will be allowed one (1) year to meet all North Central requirements, with additional extension at the discretion of the Board of Education.
- B. North Central requirements will not be applicable to the elementary school as long as the elementary is not certified by North Central.
- C. Any teacher laid off and replacing or being recalled to a Junior High (7th and 8th grades) position must be certified and meet at least one-third (1/3) of the North Central credit requirements.
- D. All efforts for the voluntary transfer of instructional personnel shall be exhausted; further, in the event there remains an excess of instructional personnel in any teaching department and/or school, or relocation of staff is still needed to meet student load conditions or instructional requirements, the superintendent shall arrange for the involuntary transfer of instructional personnel. In determining such involuntary transfer of personnel, the prime criteria will be seniority, certification, and North Central requirements.

## RESIGNATION OF TEACHER

4119.2

It is expected that when a contract is issued by the Board of Education and accepted by the employee that it is the responsibility of both parties to honor such contracts.

If any employee fails to complete his contract with the Board of Education, the following procedures will be followed:

- 1) The action will be entered on the record.
- 2) Any request for a recommendation will show that the employee did not fulfill his contractual obligation.
- 3) Tenure teachers' right to continuing tenure will be governed by the provisions of Article V, Section 1 of the Tenure Act.

The Superintendent of Schools may recommend to the Board of Education that the resignation be accepted due to extenuating circumstances.

### Legal Reference:

State of Michigan - Act No. 4 of the Public Acts of the Extra Session of 1937 as amended, through the Regular Session of 1964, Article V, Section 1 including Act 59 and Act 60 of the Public Acts of 1993



## TEACHER EVALUATION

4120.1

- A. All monitoring or observation of the work of a teacher shall be conducted in person and with the full knowledge of the teacher.
- B. Each formal observation shall be for not less than one (1) period or the duration of a particular class activity. In no event shall such an observation be for less than thirty (30) minutes.
- C. Each formal observation shall be preceded by advance notice. Advance notice will be given during an individual pre-conference held to discuss the evaluative guidelines.
- D. Each teacher, at the beginning of the school year, shall be familiarized with the evaluation procedure and form. Included in the evaluation will be such things as knowledge of subject matter, techniques of instruction, classroom management, relationships with pupils, etc.
- E. Classroom teaching assignments outside a teacher's area of certification shall not be evaluated.
- F. All observations shall be reduced to writing and a copy given to the teacher within ten (10) days of the evaluation. If the teacher disagrees with the evaluation, he may submit a written response which shall be attached to the file copy of the evaluation in question. 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 the assistance to be given by the administration.
- G. Following each formal evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his evaluator. In no case shall the teacher's signature be construed to mean that he necessarily agrees with the content of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he so desires. All written evaluations are to be placed in the teacher's personnel file.
- H. Probationary teachers shall be observed for the purpose of evaluation at least three times during the school year. At least one observation shall occur in the first semester of the school year, and the last one at least sixty (60) days prior to the end of the school year. Tenure teachers shall be evaluated at least once every two (2) years.

- I. No later than April 15th of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any deficiencies not previously made known to 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.
- J. The formal written evaluation report shall include a statement regarding the teacher's level of performance (satisfactory, unsatisfactory, needs improvement in these areas, etc.).
- K. It is recognized that formal classroom observations are part of the total evaluation of a teacher's work performance.
- L. 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. Therefore, test results of academic progress of students shall not be used as a primary means of evaluating the quality of a teacher's service or fitness for retention.
- M. Intensive Assistance Process ("IAP") The purpose of the IAP is to provide a team for assistance and support for teachers.
- 1) Eligibility - the IAP is available to teachers who:
- a. Voluntarily elect to participate in the IAP;
  - b. Are referred by an administrator after receiving an unsatisfactory evaluation or being evaluated as unsatisfactory in certain areas;
    1. The administrator will notify the teacher in writing of the unsatisfactory rating and offer participation in the IAP;
    2. The teacher has ten (10) school days to notify the administrator in writing whether he elects to participate in the IAP.

- 2) IAP Team - The IAP team will be selected from a predetermined pool of educators jointly agreed upon by the Superintendent/designee and the president of the Association/designee.
  - a. The IAP team shall be selected within five (5) school days of the teacher's election to participate in the IAP.
  - b. The IAP team will consist of:
    1. One (1) member selected by the Superintendent
    2. Two (2) members selected by the teacher.
- 3) Process
  - a. An initial meeting between the teacher and the IAP team will be held within twenty (20) school days of when the IAP team is selected to:
    1. Review the team's purpose;
    2. Examine the teacher's evaluation(s);
    3. Set up goals and objectives;
    4. Discuss options;
    5. Assign team responsibilities;
    6. Establish a schedule of assistance activities.
  - b. The IAP team shall assist the teacher in meeting the standards in the area(s) targeted in the evaluations(s) by making suggestions to remediate the problem, being a resource for the teacher, offering support and reporting back to the teacher.
  - c. Written updates of IAP team activities will be provided to the administrator and the teacher.
  - d. The IAP team will work with the teacher the length of time determined by the team.
- 4) The teacher's participation in the IAP shall not affect the Board's right to take any action it deems appropriate under the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session of 1927, As Amended) or any disciplinary action consistent with Section 4118 with respect to that teacher.

## PROFESSIONAL GROWTH REQUIREMENTS

4131

All teaching employees will meet the following professional growth requirements, or he or she will not advance on the salary schedule.

### Teachers with B.A. or B.S. Degree:

First year of teaching - degree and fully certified.

Second year of teaching through fifth year of teaching - an average of four semester credit hours per year in major or minor field or in education, for a total of sixteen (16) semester hours credit after receiving provisional certificate. (After July 1, 1967, the total semester hours of credit must be eighteen (18).)

### All Teachers with Five Years of Teaching Experience in the System:

Beginning with approval of this contract item, each teacher with five (5) years teaching experience shall for the following five (5) years and each succeeding five (5) year sequence of service with the system present evidence of essential instructional improvements in his/her field of teaching or related areas.

In each five (5) year sequence, a teacher shall present evidence of forty (40) points. Points will be credited as follows:

- 1) One semester credit. . . . . 12 points
- 2) One term credit. . . . . 9 points
- 3) Workshop or conference
  - a) all day conference. . . . . 8 points
  - b) half day conference . . . . . 4 points
- 4) Service on professional committees  
which meet outside of school hours  
and which deal with subject area . . . . 1 point/hour

The Superintendent will provide a form which will, when completed by the committee participant, signed by the building principal, and approved by the Superintendent of Schools, result in the awarding of appropriate points.

If a reasonable request for a conference is denied, the affected teacher will receive professional growth points as if he had attended the conference, provided that point accumulation at the time of conference denial in the five year period beginning with the 1988-89 school year does not exceed the following schedule:

1st year . . . . .	20 points
2nd year . . . . .	30 points
3rd year . . . . .	40 points

Professional Growth Requirements (continued)

4131

Any activity in items 1 through 3 must be approved by the Superintendent of Schools prior to be undertaken if professional growth credit is expected.

Any staff member not progressing in the professional growth area as stated shall not be entitled to advance on the salary schedule or receive an increase in salary.

Upon attaining the required forty (40) in any school year, a teacher will resume any entitled movement on the pay or index schedule the following school year and in no case will the five (5) year sequence be altered.

The record keeping procedure for professional growth will include:

1. A four part form (1 copy to association member, 1 copy to building administrator, 1 copy to the central office to be placed in the association member's personnel file, and 1 copy to the bookkeeper).
2. A school-wide record will be kept on computer file in the central office.
3. A yearly report of professional growth points will be given to the individual association member on the first day of school each year.

## STAFF DEVELOPMENT

4136

The Board of Education shall encourage employees to participate in activities (conferences, seminars, in-service meetings) designed to develop their professional competencies and will budget AN AMOUNT EQUAL TO 1% of the staff's total annual salary for this purpose.

Requests for permission to attend professional meetings and conferences shall be submitted to the building principal. The final annual conference schedule will be determined by the principal based upon his professional evaluation of the overall conference needs of the staff. All principal recommendations will be forwarded to the superintendent for final approval. Such requests should contain an estimate, as far as is possible, of the expenses to be incurred and a statement of the expected benefit to the individual, or the school system, by such attendance. Teacher attending educational conferences shall be responsible for making reports to the whole staff, members of his department, or other groups, as the principal or superintendent may require.

Before conference expenses are allowed by the Board, the above and following procedures must be followed:

- 1) Secure approval from the superintendent prior to incurring such expenses.
- 2) Expenses will be allowed as follows:
  - a) Mileage allowed at the rate specified in Section 4149 providing the employee operates his/her vehicle. If traveling by rail or air, the exact cost will be allowed.
  - b) When more than one (1) employee from our district is attending the same conference, mileage will be paid as follows: One (1) automobile, up to five (5) riders - one (1) mileage paid. Exceptions will be considered at the discretion of the superintendent.
  - c) When riding with other persons from other districts or persons from other districts riding with our employees, travel allowance will be split.
  - d) Item c above is mandatory only when the round trip distance is in excess of one hundred (100) miles.
  - e) Allowance for overnight lodging.
  - f) Allowance for meals.
  - g) Allowance for conference fees, not to include membership.

- 3) Reimbursement:
  - a) Will be made after the conference.
  - b) Evidence of expenditures must accompany reimbursement forms.
  - c) A written report must accompany reimbursement forms (this does not have to be a detailed report).
- 4) Each building will have an in-service committee composed of teachers and the building principal for the purpose of recommending in-service programs for the year.



PRE-SCHOOL CONFERENCE

4139

At the beginning of each school year, the Board of Education may schedule a pre-school conference during the week preceding the opening day of school for all the teachers of the school system. At the meetings, subjects pertaining to the school as a whole and to the individual buildings would be discussed.

SCHOOL CALENDAR

4140

The parties agree that all aspects of the school calendar are negotiable, and further agree that for the term of this agreement, the school calendar shall become part of this working agreement. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

Any State of Michigan statutory requirements affecting the school calendar are not negotiable.

# NORTH MUSKEGON PUBLIC SCHOOLS

## 1992-93 CALENDAR

### AUGUST

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				

S=0 T=1

### SEPTEMBER

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		

S=20 T=20

### OCTOBER

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

S=21 T=22

### NOVEMBER

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				

S=19 T=19

### DECEMBER

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	

S=16 T=16

### JANUARY

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

S=20 T=20

### FEBRUARY

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

S=18 T=18

### MARCH

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		

S=23 T=23

### APRIL

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

S=17 T=17

### MAY

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				

S=20 T=20

### JUNE

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		

S=6 T=6

- Holiday
- Vacation Period
- ◐ 1/2 day Students
- △ Teachers only

Student Days 180

Teacher Days 182

SCHOOL CALENDAR 1992-93  
ELEMENTARY SCHOOL

First Day for Teachers	Monday, August 31, 1992
First Day for Students	Tuesday, September 1, 1992
Labor Day Recess	September 4 - 7, 1992
Teacher Inservice	Monday, October 5, 1992 (No School) Tuesday, October 6, 1992 (No A.M. School)
Thanksgiving Recess	November 26 & 27, 1992
Holiday Recess	December 23 - January 1, 1993
End of Semester Records Day 1/2 day Students)	Friday, January 22
Mid Winter Break	February 12 - 15, 1993
Spring Break	April 5 - 9, 1993
Memorial Day	May 31, 1993
Last Week (1/2 days Students)	June 2 - 8, 1992
Last Day of School	June 8, 1993

SCHOOL CALENDAR 1992-93  
MIDDLE AND HIGH SCHOOLS

First Day for Teachers	Monday, August 31, 1992
First Day for Students	Tuesday, September 1, 1992
Labor Day Recess	September 4 - 7, 1992
End of First Marking Period	Friday, October 16, 1992
Teacher Inservice	Monday, October 5, 1992
	Tuesday, October 6, 1992
	(No A.M. School)
Thanksgiving Recess	November 26 & 27, 1992
End of Second Marking Period	Friday, November 27, 1992
Holiday Recess	December 23 - January 1, 1993
End of Third Marking Period	Friday, January 22, 1993
Records Day-Exam Days	January 19 - 22, 1993
(1/2 days for students)	
Mid Winter Break	February 12 - 15, 1993
End of Fourth Marking Period	Friday, March 5, 1993
Spring Break	April 5 - 9, 1993
End of Fifth Marking Period	Friday, April 23, 1993
Memorial Day	May 31, 1993
Last Week (1/2 days Students)	June 2 - 8, 1993

EXAMS      January 19 - 22, 1993

January 19 (1 exam)	7:55 - 9:25 (2 regular classes)
January 20 (2 exams)	7:55 - 9:25 and 9:40 - 11:10
January 21 (2 exams)	Same as above
January 22 (2 exams)	Same as above

Teachers' Schedule for January 19 - 22

7:55 - 11:30 a.m. and 12:20 - 3:00 p.m.

EXAMS      June 2 - 7

June 2 (1 exam)	7:55 - 9:25 (2 regular classes)
June 3 (2 exams)	7:55 - 9:25 and 9:40 - 11:10
June 4 (2 exams)	Same as above
June 7 (2 exams)	Same as above

Teachers' Schedule for June 2 - 7

7:55 - 11:30 a.m. and 12:20 - 3:00 p.m.

#### DUTY-FREE LUNCH

4140.2

Each teacher shall have an uninterrupted duty-free lunch period. Changes in the placement and duration of the lunch period shall be determined through negotiations. No lunch period duty appointment will be made without the consent of the staff member so appointed, nor will any such appointment be made without regard to terms of the agreement covering such assignments.

In the event that no teacher voluntarily accepts lunch period duty appointment at the high school, the Administration may assign said duty to the least senior teacher in the building.

MAKE-UP OF SNOW DAYS

4140.3

To be in accordance with the provisions in MCLA 388.1701 (3), on days when pupil instruction is not possible because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities, the superintendent will work within the following guidelines:

- A. If weather conditions warrant school closing, the superintendent will:
  - 1) Delay the opening of school or close the school on the day affected.
  - 2) Notify the local media (i.e. radio and television) of either the delay or school closing by 6:45 a.m.
- B. If the closing exceeds two (2) days, the excess days will be made up at the end of the school year or as mutually agreed upon.
- C. If other conditions prevail (fire, severe storms, epidemics, or health conditions), the same directives as in #'s 1 and 2 apply.
- D. In the event of additional days (above 180) being added to the calendar, for the duration of the contract, they shall constitute the make-up days (until such time as they are exhausted).
- E. If this law (MCLA 388.1701) is rescinded, then all of the preceding is null and void.



## SALARY SCHEDULE

4141

The Board of Education shall adopt a uniform salary schedule that has been established through negotiations between the Board and the Teachers' Association. The Board will follow this salary schedule in fixing salaries. It is a contract between the Board of Education and the employees and a contract between the Board and the Association. The Board will make every reasonable effort to maintain the salary schedule, but it reserves the right to make additions, reductions, or other changes which, in its judgment, may be necessary or desirable for the best interests of the school community, provided that any such additions, reductions or other changes will be developed through negotiations.

1. Adjustments from one vertical column to another will be made according to the following guidelines:
  - a. BA+15, BA+30, and BA+36 Columns
    - 1) Only those courses taken after the BA degree is awarded will be applicable.
    - 2) Graduate credit courses shall be counted if they have been earned through an accredited college or university or are required by the District (i.e. Math Their Way).
    - 3) Undergraduate credit courses must have the written approval of the Superintendent in order to count for column movement. Such approval will be granted so long as the course is related to the field of K-12 education.
  - b. MA+15 and MA+30
    - 1) Only those courses taken after the MA degree is awarded will be applicable.
    - 2) Graduate level courses will be counted toward column movement if they are earned through an accredited college or university or are required by the District.
    - 3) Undergraduate credit courses must have the written approval of the Superintendent in order to count toward column movement.
2. Teachers who will be changing their pay status due to an adjustment from one vertical column to another must notify the Administration in writing of their intent to do so by June 1 of the school year prior to when the change is to be effective. Individual exceptions may be brought to the Superintendent for approval after the above date.

PAYMENT OF SALARY

4141.1

- A. The salary of employees shall be paid every other Friday beginning with the second Friday in the school calendar (4140.1). Should a holiday or vacation period fall on a regular pay day, teachers may pick up their checks or have them mailed to them so checks are received on the normal payroll date.
- Teachers may receive their basic contractual salary (including compensation for an extra class) by way of one of the following options:
1. 20 equal installments
  2. 26 equal installments
  3. 19 equal installments plus one installment equal to 7 of the previous installments
- B. Extra-duty salaries will be paid only upon completion of a given extra-duty assignment. Those assignments covering the full school year, however, may be paid in two installments at the request of the teacher. The first of such installments will be made on the first pay-day in December, with the second payment being made on the same date as the regular 20th payment in A-1 above.
- Extra-duty salaries eligible for payment at the end of a given activity must be requested by the individual on the appropriate form through the principal's office.
- C. No payment for extra curricular services rendered will be paid until the principal has stated that all duties as stated in writing, have been completed and approved.

SUBSTITUTE TEACHERS

4141.1a

- A. Any teacher who is employed as a substitute for more than ten (10) consecutive work days for one teacher will be paid the daily rate of a beginning teacher on the B.A. schedule.
  
- B. After sixty (60) consecutive working days in the same teaching assignment, a substitute teacher shall be considered a permanent substitute. A permanent substitute will be eligible for all benefits which the regular staff is offered and will become a member of the bargaining unit, but will not gain seniority rights or recall rights for the purpose of Section 4119, Layoff and Recall.

4141.2

YB0840 DISTRICT 61230 SALARY SCHEDULE  
 JORTH MUSKEGON PUBLIC UNIT 01 SCHEDULE CON1

HOURS/DAY: 7.0 DAYS/YEAR: 182.00 RATE: CONTRACT BASE: 24.894

STEP	2A	BA15	BA30	BA36	MA	MA15	MA30
0.0	24894	25317	25940	26836	26836	27458	27882
1.0	26214	26637	27259	28153	28153	28777	29200
1.5	0	27284	0	0	0	0	0
2.0	27508	27931	28554	29449	29449	30072	30495
2.5	0	28591	0	0	0	0	0
3.0	28827	29251	29872	30769	30769	31392	31815
3.5	0	29897	0	0	0	0	0
4.0	30122	30545	31167	32064	32064	32686	33109
4.5	0	31205	0	0	0	0	0
5.0	31441	31864	32487	33383	33383	34005	34429
6.0	32736	33159	33781	34677	34677	35300	35723
7.0	34054	34478	35101	35997	35997	36619	37042
8.0	35349	35772	36395	37228	37291	37914	38337
9.0	36669	37092	37714	38611	38611	39232	39656
10.0	37964	38387	39009	39905	39905	40527	40950
11.0	39283	39706	40329	41224	41224	41847	42270
12.0	40577	41001	41622	42519	42519	43142	43565
13.0	40577	41001	41622	43839	43839	44461	44884
14.0	40577	41001	41622	43839	43839	44461	44884
15.0	40577	41001	42791	45046	45046	45696	46139
16.0	40577	41001	42791	45046	45046	45696	46139
17.0	40577	41001	42791	45046	45046	45696	46139
18.0	40577	41001	42791	45046	45046	45696	46139
19.0	40577	41001	42791	45046	45046	45696	46139

FY80840 DISTRICT 61230      SALARY SCHEDULE  
 ORTH MUSKEGON PUBLIC      UNIT 01 SCHEDULE CON1

HOURS/DAY: 7.0    DAYS/YEAR: 182.00    RATE: CONTRACT    BASE:    24,294

STEP	BA	BA15	BAG0	BAG6	MA	MA15	MA30
20.0	40577	41001	43958	46253	46253	46933	47393
21.0	40577	41001	43958	46253	46253	46933	47393
22.0	40577	41001	43958	46253	46253	46933	47393
23.0	40577	41001	43958	46253	46253	46933	47393
24.0	40577	41001	43958	46253	46253	46933	47393
25.0	40577	41001	45125	47461	47461	48167	48648
26.0	40577	41001	45125	47461	47461	48167	48648
27.0	40577	41001	45125	47461	47461	48167	48648
28.0	40577	41001	45125	47461	47461	48167	48648
29.0	40577	41001	45125	47461	47461	48167	48648
30.0	40577	41001	46292	48670	48670	49402	49903
31.0	40577	41001	46292	48670	48670	49402	49903
32.0	40577	41001	46292	48670	48670	49402	49903
33.0	40577	41001	46292	48670	48670	49402	49903
34.0	40577	41001	46292	48670	48670	49402	49903
35.0	40577	41001	47458	49878	49878	50640	51157
36.0	40577	41001	47458	49878	49878	50640	51157
37.0	40577	41001	47458	49878	49878	50640	51157
38.0	40577	41001	47458	49878	49878	50640	51157
39.0	40577	41001	47458	49878	49878	50640	51157
40.0	40577	41001	48628	51085	51085	51874	52412
41.0	40577	41001	48628	51085	51085	51874	52412
42.0	40577	41001	48628	51085	51085	51874	52412
43.0	40577	41001	48628	51085	51085	51874	52412

1993-94 EXTRA DUTY SCHEDULE B

4141.25

	BASE =	BA 0 24894	BA 1 25214	BA 2 27508	BA 3 29827
ATHLETIC DIRECTOR	0.142	3535	3722	3906	4093
FACULTY MANAGER	0.102	2539	2574	2806	2940
FOOTBALL					
HEAD VARSITY COACH	0.142	3535	3722	3906	4093
ASST. VARSITY COACH	0.082	2041	2150	2256	2364
JR. VARSITY COACH	0.082	2041	2150	2256	2364
ASST. JR. VARS. COACH	0.082	2041	2150	2256	2364
BASKETBALL					
VARSITY (2) B&G	0.142	3535	3722	3906	4093
JR. VARS. (2) B&G	0.082	2041	2150	2256	2364
9TH GR. BOYS	0.068	1673	1783	1871	1960
8TH GR. BOYS	0.057	1419	1494	1568	1643
8TH GR. GIRLS	0.057	1419	1494	1568	1643
7TH GR. BOYS	0.057	1419	1494	1568	1643
7TH GR. GIRLS	0.057	1419	1494	1568	1643
JR. HIGH BOYS	0.057	1419	1494	1568	1643
JR. HIGH GIRLS	0.057	1419	1494	1568	1643
ELEMENTARY	0.052	1294	1363	1430	1499
TRACK					
VARSITY (2) B&G	0.082	2041	2150	2256	2364
COMBINED (2) B&G	0.097	2415	2543	2668	2796
ASST.VARS. (2) B&G	0.057	1419	1494	1568	1643
JR. HI. BOYS	0.047	1170	1232	1293	1355
JR. HI. GIRLS	0.047	1170	1232	1293	1355
COMBINED JR. HIGH	0.062	1543	1625	1705	1787
CROSS-COUNTRY	0.062	1543	1625	1705	1787
TENNIS					
BOYS	0.062	1543	1625	1705	1787
GIRLS	0.062	1543	1625	1705	1787
JV/ASSISTANT	0.037				
BASEBALL/SOFTBALL					
VARSITY	0.082	2041	2150	2256	2364
JR. VARSITY	0.047	1170	1232	1293	1355
GOLF	0.062	1543	1625	1705	1787
VOLLEYBALL					
VARSITY	0.102	2539	2574	2806	2940
JUNIOR VARSITY	0.062	1543	1625	1705	1787
MIDDLE SCHOOL	0.051	1270	1337	1403	1470
7th/8th GRADE	0.051				
ANNUAL	0.052	1294	1363	1430	1499
BANNER	0.052	1294	1363	1430	1499

1993-94 EXTRA DUTY SCHEDULE B

4141.2b

LATE	0.017	423	446	468	490
BAND & ORCHESTRA	0.142	3535	3722	3904	4092
CHEERLEADERS					
FALL (2 SQUADS)	0.062	1543	1625	1705	1787
WINTER/HIGH SCHOOL (2) SQUADS	0.062	1543	1625	1705	1787
AUDIO-VISUAL	0.030	747	784	825	865
PLAY DIRECTOR (2 PLAYS)	0.062	1543	1625	1705	1787
MUSICAL ASST	0.050	1245	1311	1375	1441
SENIOR CLASS ADVISOR	0.022	548	577	605	634
DEPT. CHAIRMAN (7)	0.032	797	839	880	922
JUNIOR HI COORDINATOR	0.022	548	577	605	634
STUDENT COUNCIL	0.032	797	839	880	922
INTRAMURAL					
BOYS		531			
GIRLS		531			
EXTRA CLASS*					
DURING SCHOOL HRS		1/6 CONTRACT LEVEL			
OUTSIDE SCHOOL HRS		1/5 CONTRACT LEVEL			
DRIVER EDUCATION		14.00 PER HOUR			
DIRECTOR DR. ED.	0.047	1170	1232	1293	
SUMMER SCHOOL		14.00 PER HOUR			

COMPUTER FACILITATOR = 2/5 Teaching Position  
(duties to be performed during normal class time, if possible)

\* Overloads to be avoided whenever possible.

Although positions are listed for purposes of compensation, the Board is not required to activate/fill any of the positions.

The parties recognize that the Elementary intra-mural program has a variety of activities and it is not feasible to set a given amount for these activities. Therefore, an amount will be placed in the budget each spring to pay for these activities for the following school year.

	BASE =	BA 0 23822	BA 1 25085	BA 2 26323
ATHLETIC DIRECTOR	0.142	3383	3562	3738
FACULTY MANAGER	0.102	2430	2559	2685
FOOTBALL				
HEAD VARSITY COACH	0.142	3383	3562	3738
ASST. VARSITY COACH	0.082	1953	2057	2158
JR. VARSITY COACH	0.082	1953	2057	2158
ASST. JR. VARS. COACH	0.082	1953	2057	2158
BASKETBALL				
VARSITY (2) B&G	0.142	3383	3562	3738
JR. VARS. (2) B&G	0.082	1953	2057	2158
9TH GR. BOYS	0.068	1620	1706	1790
8TH GR. BOYS	0.057	1358	1430	1500
8TH GR. GIRLS	0.057	1358	1430	1500
7TH GR. BOYS	0.057	1358	1430	1500
7TH GR. GIRLS	0.057	1358	1430	1500
JR. HIGH BOYS	0.057	1358	1430	1500
JR HIGH GIRLS	0.057	1358	1430	1500
ELEMENTARY	0.052	1239	1304	1369
TRACK				
VARSITY (2) B&G	0.082	1953	2057	2158
COMBINED (2) B&G	0.097	2311	2433	2553
ASST.VARS. (2) B&G	0.057	1358	1430	1500
JR. HI. BOYS	0.047	1120	1179	1237
JR. HI. GIRLS	0.047	1120	1179	1237
COMBINED JR. HIGH	0.062	1477	1555	1632
CROSS-COUNTRY	0.062	1477	1555	1632
TENNIS				
BOYS	0.062	1477	1555	1632
GIRLS	0.062	1477	1555	1632
BASEBALL/SOFTBALL				
VARSITY	0.082	1953	2057	2158
JR. VARSITY	0.047	1120	1179	1237
GOLF	0.062	1477	1555	1632
VOLLEYBALL				
VARSITY	0.102	2430	2559	2685
JUNIOR VARSITY	0.062	1477	1555	1632
MIDDLE SCHOOL	0.051	1215	1279	1342
ANNUAL	0.052	1239	1304	1369
BANNER	0.052	1239	1304	1369



## 1992-93 EXTRA DUTY SCHEDULE B (continued)

DEBATE	0.017	405	426	447
BAND & ORCHESTRA	0.142	3383	3562	3738
CHEERLEADERS				
FALL (2 SQUADS)	0.062	1477	1555	1632
WINTER/HIGH SCHOOL (2) SQUADS	0.062	1477	1555	1632
AUDIO-VISUAL	0.030	715	753	790
PLAY DIRECTOR (2 PLAYS)	0.062	1477	1555	1632
MUSICAL ASST	0.050	1191	1254	1316
SENIOR CLASS ADVISOR	0.022	524	552	579
DEPT. CHAIRMAN (7)	0.032	762	803	842
JUNIOR HI COORDINATOR	0.022	524	552	579
STUDENT COUNCIL	0.032	762	803	842
INTRAMURAL				
BOYS		508		
GIRLS		508		
EXTRA CLASS*				
DURING SCHOOL HRS		1/6 CONTRACT LEVEL		
OUTSIDE SCHOOL HRS		1/5 CONTRACT LEVEL		
DRIVER EDUCATION		14.00 PER HOUR		
DIRECTOR DR. ED.	0.047	1120	1179	1237
SUMMER SCHOOL		14.00 PER HOUR		
COMPUTER FACILITATOR	=	2/5 Teaching Position		
(duties to be performed during normal class time, if possible)				

\* Overloads to be avoided whenever possible.

Although positions are listed for purposes of compensation, the Board is not required to activate/fill any/or all positions.

The parties recognize that the elementary intramural program has a variety of activities and it is not feasible to set a given amount for these activities. Therefore, an amount will be placed in the budget each spring to pay for these activities for the following school year.

Extra Duty salaries shall be based upon the Bachelor's salary schedule at the step determined by the number of consecutive years the person has held the position. (For the 1992-93 year, each person filling an extra duty position for two or more years will be placed on the BA2 step no matter how many years the person has filled that position. In subsequent years, persons filling extra duty positions will advance on the Bachelor's salary schedule one step per year until the step placement reaches a maximum of five steps.)

CONTRACTS COVERING EXTRA-CURRICULAR PAY DUTIES

4141.2c

Contracts covering extra pay assignments complete with specific job duties shall be issued prior to the beginning of the assignment for which a contract is being issued. Exceptions to this stipulation will be established between the Superintendent and the staff member being contracted.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

4141.3

In order to encourage additional training and professional growth of the members of the professional staff, the Board will reimburse per association member up to three hundred dollars (\$300.00) per contractual year for tuition and books for approved course work, provided that:

- 1) The appropriate degree and certificate for the teaching assignment have already been earned.
- 2) An application for course approval and evidence of earned credit is filed in accordance with regulations established by the Superintendent of Schools, and
- 3) The staff member is actually employed in the school system at the time the payroll is due, except in the event of involuntary discharge. In that case, payment will be made with the teacher's last check.
- 4) The Board of Education will not reimburse for courses or hours earned under Fellowship grants, Scholarship grants, and other reimbursed programs.
- 5) Payment for earned credits will be made as follows:
  - a. Credit earned during the first semester of the school year will be reimbursed in February of that school year.
  - b. Credit earned during the second semester or during the summer will be reimbursed in September of the following year subject to the conditions of paragraph 2 above.
- 6) In the event the Board requests an association member to take a class, the Board will reimburse the entire cost of tuition and books.

## LONGEVITY

4141.3a

In recognition of length of service and professional growth, the career teacher shall receive longevity payments computed as follows:

All teachers having a B.A. degree plus thirty (30) hours shall receive an increase on the B.A. plus thirty (30) base salary of four and one-half percent ( $4\frac{1}{2}\%$ ), beginning at the fifteenth (15th) step, and then at the twentieth (20th), twenty-fifth (25th), and every five (5) years thereafter. This is to be paid on the basis of teaching accredited to them in North Muskegon.

All teachers having an M.A. degree or a B.A. degree plus thirty six (36) hours shall receive an increase on the M.A./B.A. plus thirty six (36) base salary of four and one-half percent ( $4\frac{1}{2}\%$ ), beginning at the fifteenth (15th) step, then at the twentieth (20th), twenty-fifth (25th), and every five (5) years thereafter. This is to be paid on the basis of teaching accredited to them in North Muskegon.

All teachers having an M.A. degree plus fifteen (15) hours shall receive an increase on the M.A. plus fifteen (15) base salary of four and one-half percent ( $4\frac{1}{2}\%$ ), beginning at the fifteenth (15th) step, and then at the twentieth (20th), twenty-fifth (25th), and every five years thereafter. This is to be paid on the basis of teaching accredited to them in North Muskegon.

All teachers having an M.A. degree plus thirty (30) hours shall receive an increase on the M.A. plus thirty (30) base salary of four and one-half percent ( $4\frac{1}{2}\%$ ), beginning at the fifteenth (15th) step, and then at the twentieth (20th), twenty-fifth (25th), and every five (5) years thereafter. This is to be paid on the basis of teaching accredited to them in North Muskegon.

## RETIREMENT

4141.3a

- A. The Board shall not adopt, nor impose any policy regarding the retirement age of teachers which is in conflict with the provisions of this Agreement or State or Federal law.
- B. For the term of this Agreement teachers shall not be required to retire because of age.
- C. Any teacher wishing to retire may do so only at the end of a given school year unless extenuating circumstances, such as death in the family, deteriorating health, spouse's employment change allow the timelines in Section C to be waived. Written notice of pending retirement must be given at least seventy-five (75) days prior to the last day of school. Failure to do so will result in the loss of any benefits within this contract related to retirement.
- D. The last year of service to the school district may be completed under Section 4152.4 of the Master Agreement.

## EARLY RETIREMENT

4141.3b

A. Any teacher at least fifty-five (55) years of age, with fifteen (15) or more years of teaching experience in North Muskegon Public Schools or at the top of any salary degree column, including or excluding longevity, may elect retirement from North Muskegon Public Schools District. The teacher shall receive the following benefits:

- 1) Beginning with the 1985-86 school year, the Board shall pay a new retiring teacher such funds as follows:
  - a) Four thousand five hundred dollars (\$4,500) thirty (30) days after their last work day the first year of retirement. This payment shall be considered an incentive payment and shall be in addition to amounts paid in 1b which relate to payments in lieu of working.
  - b) Two thousand five hundred dollars (\$2,500) each year thereafter on the same date. These payments shall follow each year of early retirement.
- 2) The Board shall continue to provide health insurance protection as specified in Article 4145 of the Master Agreement.
- 3) The Board will provide \$5,000 term life insurance coverage to each early retiree to age sixty-five (65).
- 4) Conditions affecting the payment of early retirement benefits:
  - a) To be eligible for this benefit, the teacher may begin no school year after attaining the age of sixty-four (64).

Example 1: A teacher turning sixty-four (64) in May and retiring in June will be eligible for one (1) \$4,500 payment in July of that year and a \$2,500 payment the following July.

Example 2: A teacher turning sixty-three (63) in May and retiring in June will be eligible for a \$4,500 payment in July and a \$2,500 payment in each of the next two (2) Julys.

- b) The last payment for any eligible early retiree will be made in July following the school year during which the retiree turns sixty-five (65).

Early Retirement (continued)

4141.3b

Example 1: If a retiree turns sixty-five (65) on January 10, 1982, the final payment will be made in July, 1982.

Example 2: If a retiree turns 65 on October 1, 1981, the final payment will be made in July, 1982.

Example 3: If a retiree turns 65 on August 23, 1982, the final payment would have been made in July, 1982.

B. Any retiree who has worked for the school district at least ten (10) years will be eligible for an accumulated sick leave severance pay according to the following schedule and conditions:

- 1) Schedule: Seventy (70) accumulated sick leave days and above = \$7.50/day.
- 2) Conditions:
  - a) This severance pay will be paid to the retiree in annual installments of no more than \$2,250 and will be payable thirty (30) days from the day of retirement.
  - b) To be eligible for this benefit, the teacher may begin no school year after attaining the age of sixty-four (64).

C. Conditions affecting retirement benefits in both A and B above:

- 1) Early retirees receiving benefits must either personally appear to pick up their benefit check or complete a notarized request for payment due.
- 2) Insurance benefits shall terminate the month the teacher attains the age of sixty-five (65) years, or becomes eligible for full social security benefits, whichever occurs first.
- 3) At no time will the Board's premium liability exceed the rate under which the early retiree would fall, had she/he remained on the staff as a teacher member of the bargaining unit.
- 4) Any teacher wishing to retire may do so only at the end of a given school year unless extenuating circumstances, such as death in the family, deteriorating health, spouse's employment change, allow the timelines in Section C to be waived.



Written notice of pending retirement must be given at least seventy five (75) days prior to the last day of school. Failure to do so will result in the loss of any benefits within this contract related to retirement.

- 5) The last year of service to the school district may be completed under Section 4152.4 of the Master Agreement.
- 6) Should any retiree have made available through State Law an alternate health insurance program that, upon said retiree's election, relieves the Board of Education from providing such health insurance (as per 4141.3b, Section A, Item 2), the Board of Education will provide said retiree with existing vision care insurance and dental care insurance as provided for current employees in the bargaining unit.

If the present retirement bill goes through as presented, the Board of Education is willing to accept the above contract language. Any changes in the form and substance of the bill which would cause the Board of Education to be liable for additional costs would result in the cancellation of this section of the contract.

- 7) Should the employee who has elected the plan decess before receiving full benefits, remaining benefits will be paid to the spouse or surviving children.

## TRANSFER OF TEACHING EXPERIENCE

4141.4

- A. A teacher who has terminated employment in North Muskegon and who later returns to a teaching position in North Muskegon may be allowed all previous service credit and one-half ( $\frac{1}{2}$ ) accumulated sick leave, accumulated in North Muskegon Public Schools.

Transfer of teaching credit from other schools for placement on the North Muskegon salary schedule may be made as follows:

- 1) Up to full credit may be allowed for each complete full year of teaching, and for teaching one-half year, provided that:
  - a) The candidate has taught in approved schools as a degreed and properly certified teacher.
  - b) A maximum of ten (10) years of credit for teaching experience outside the North Muskegon system may be allowed teachers on the salary schedule when they enter the North Muskegon School system.
  - c) No credit will be given for substitute teaching.
- 2) Non-degree teaching for service transfer purposes may be credited as one-half ( $\frac{1}{2}$ ) year credit for each full year of experience. Years of experience following the earning of a degree shall be computed as outlined in paragraph (1) above.
- 3) Non-degree teaching in North Muskegon shall be computed as outlined in paragraph (2) above for transfer to the degree salary schedule.
- 4) Service in the Armed Forces of the United States, with an honorable discharge, may be credited as teaching experience as above, but shall not constitute more than two (2) years of the above credit.

- B. An Association representative (president or chief negotiator) will be advised of the prospective hiring of any teacher. Further, such a representative will be present when Section 4141.4 is explained to a prospective teacher, at a meeting intended to offer said teacher a contract which would allow less than full credit for previous teaching experience.

- C. Once placed on the salary schedule, movement from one step to another shall be as a function of time.

## DEDUCTIONS FROM PAY CHECKS

4142

The following types of deductions are made from pay checks. All employees will inform the Superintendent of Schools of all deductions, as authorized by the Board of Education, to be made from their salary payments, and no changes will be allowed after this date.

### Legally Required

- 1) Federal Income Tax - an amount based upon the number of exemptions set forth on employees' W-2 form
- 2) Retirement and Social Security deductions, as set by law
- 3) State Income Tax

### Other Deductions

Deductions may be made from employees' pay checks, if they authorize such deductions to be made, such as:

- 1) National Education Association
- 2) Michigan Education Association
- 3) County Education Association
- 4) North Muskegon Education Association
- 5) Blue Cross Insurance
- 6) MEA Insurance
- 7) United Fund
- 8) Credit Union
- 9) Tax Sheltered Annuities - any tax sheltered annuity program initiated after 8/15/81 must have at least three (3) North Muskegon employees as clients to qualify for payroll deduction.

- A. 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 of any school year shall pay to the Association a service fee equivalent in amount to the dues uniformly required to be paid by members of the North Muskegon Education Association. The teacher may authorize payroll deduction for such fee in the same manner as provided in Section 4142. In the event that a teacher shall not authorize payment of the service fee through payroll deduction, collection of the service fee, including enforcement in those cases of refusal to pay the service fee shall be the sole responsibility of the Association. The board and Association expressly agree that pursuant to Act No. 25 of the Public Acts of 1973, Section 10, the payment of the service fee is a condition of employment: provided, that the non-payment of the service fee shall not cause the discharge of any teacher.
- B. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding paragraph A above. The Association further agrees to indemnify the Board for any 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 or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages 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.

## FRINGE BENEFITS

4145

Pursuant to the authority set forth in Section 617 of the school code of 1955, as amended by Public Act 27, 1979, the Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall provide, without cost to the teacher, complete health care protection for a full twelve (12) month period for the employee's entire family, through the MESSA SuperMed II program until March 31, 1989. Effective April 1, 1989, the Board shall provide, without cost to the teacher, complete health care protection for a full twelve (12) month period for the employee's entire family, through the MESSA SuperMed I program.

Limited Medicare Supplement and Medicare premiums will be paid on behalf of the employed teacher, spouse, and/or dependents eligible for medicare, including sponsored dependents.

- B. Teachers not electing health insurance will receive the single member subsidy amount to be applied toward the MESSA non-taxable fixed options as determined by the Association/union and the remainder toward the MESSA non-taxable Variable Options (limit Employer paid \$50,000 term life on the bargaining unit member and \$2,000/\$2,000 term life on dependents) and/or MEA Financial Services tax deferred annuity plan. Any amount exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contributions subsidy amounts change for the group.
- C. The Board agrees to provide without cost to the teacher, Delta Dental Plan 80-80 with "Hybrid" Ortho Rider, 80%, \$2,000 lifetime maximum and further agrees that the decision to enroll in MESSA PAC for the 1993-94 contract will be at the discretion of the Board. The Board also agrees that utilization of the PAC will not lessen the negotiated benefits. Increases in premium to any part time teacher in order to meet PAC requirements will be paid by the Board.
- D. The Board shall provide, without cost to the teacher, MESSA Group term life insurance protection with AD & D in the amount of \$20,000 that will be payable to the teacher's designated beneficiary.
- E. The Board shall provide without cost to the teacher MESSA full family Vision Service Plan II to all teachers and their dependents (including sponsored dependents).
- F. In the event that a teacher has exhausted paid sick leave, the above-mentioned fringe benefits shall continue uninterrupted throughout a twenty-four (24) month period from date of illness or disability without cost to the teacher.

G. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve (12) month period, commencing October 1 and ending September 30. When necessary, premiums in behalf of the teacher shall be made retrospectively or prospectively to assure uninterrupted participation and coverage. In instances where an individual selects coverages that exceed the amount of the allowed subsidy, the Board shall make provisions for the excess to be deductible. In the event a teacher is terminated or resigns during the school year, the insurance shall be discontinued at the end of that month in which the teacher discontinues his/her employment with the Board. In the event a teacher leaves employment after the end of a school year and before the start of the next school year, the insurance shall continue through the following September, unless the teacher becomes employed by another employer and is covered by fully-employer-paid insurance with respect to each insurance program included in this Article.

H. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for spouse and children through the following September 30. If the teacher dies after completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for spouse and children through September 30 of that year.

I. 1) APPLIES ONLY TO TEACHERS WHO WERE NOT MEMBERS OF THE BARGAINING UNIT DURING THE 1980-81 SCHOOL YEAR:

Teachers assigned less than a full work load shall receive pro-rated benefits, as provided full-time teachers, based on their percentage of time worked.

Example: a. A high school teacher on a 3/5 contract (teaching 3 of 5 assignments possible) would have 60% of benefit cost paid by the Board.

b. An elementary teacher working five (5) half days (A.M. or P.M.) or its equivalent, would have 50% of benefit cost paid by the Board.

2) APPLIES ONLY TO TEACHERS WHO WERE MEMBERS OF THE BARGAINING UNIT DURING THE 1980-81 SCHOOL YEAR:

Teachers assigned less than a full work load shall receive the same insurance benefits as teachers assigned a full work load, providing affected teachers' employment exceeds one-half ( $\frac{1}{2}$ ) time. Teachers working one-half ( $\frac{1}{2}$ ) time or less will pay a pro-rated portion of their insurance premium based on their percent of full time worked.

- J. The Board shall make payments of insurance premiums for all persons who have retired through September 30 of the year in which they retire.
- K. Payroll deduction shall be available for MESSA, MEA Financial Services and MEA programs.
- L. All insurance benefits for which the Board is obligated to contribute shall be subject to the underwriting rules, regulations and limitations as set forth by the respective insurance carrier.
- M. The Board, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance carriers or their underwriters. The failure of the insurance carriers or their underwriters to provide any of the benefits for which they have contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.
- N. Disputes between teacher(s) or beneficiaries of teacher(s) and the insurance carriers or their underwriters shall not be subject to the Grievance Procedure established in this Agreement.

TAX SHELTERED ANNUITIES

4147

Section 403(b) of the Internal Revenue Code of 1954, as amended, and the General School Laws of Michigan, Sec. 569a, permit the purchase of an annuity contract for an employee who performs services for an educational institution as defined in Sec. 151(d) (4) of the Internal Revenue Code of 1954.

The Board of Education of the School District of North Muskegon does here declare the policy of the district to be and henceforth shall be, that all qualified employees of the district may, if they so elect, and subject to all applicable requirements and conditions, participate in the purchase of annuity contracts.

That the contract of employment and/or salaries of all qualified employees who so elect may properly be amended in view of the policy herein declared.

That the Superintendent of Schools is hereby authorized to adopt a proper procedure for the administration of and handling of all funds, the handling and transmission of which has been necessary through the adoption of an implementation of the policy hereby declared.



MILEAGE ALLOWANCE

4149

It shall be the policy of the Board of Education to reimburse all school personnel at the mileage rate allowable under IRS regulations relative to business mileage expense. The effective rates for any given school year shall be that rate in effect on the July 1 prior to the beginning of that school year.

SICK LEAVE - PERSONAL ILLNESS

4151

- A. During the first year of employment, the teacher shall earn and be allowed sick leave for personal illness at the rate of one day per school month of employment or major fraction thereof up to ten (10) days for the school year.
- B. No sick leave may be used by a new employee before he or she has completed one month of the assigned work, nor shall a new employee be entitled to use sick leave except as it is earned under paragraph (1) as stated.
- C. Deductions shall be made on a per diem basis for absence due to personal illness beyond those earned as above.
- D. Adjustments in pay will be made at the end of the fiscal year for any employee who has lost pay because of absence in excess of his accumulated sick leave credit, to the extent that sick leave days accumulated after such absence and within the same school year entitled him to a refund of money deducted at the time of absence.
- E. Sick leave benefits will be paid to employees who are under contract for a given year. After the employee has received and signed a contract for the next year, and providing he or she becomes ill or disabled according to a physician (M.D., D.O.) sick leave benefits will be paid until all accumulated sick leave has been used, even if these payments continue into the following year, and no contract was offered by the Board of Education or signed by the employee. The Board of Education will discontinue sick leave payments when the employee becomes able to work.
- F. Sick leave payments will be based on the current contract and will be paid only during the time school is in session for thirty-nine (39) week employees, and on the full year for fifty-two (52) week employees.
- G. Child birth leave shall be treated the same as sick leave - personal illness.
- H. Any teacher whose personal illness extends beyond the period compensated under Sick Leave Policy shall be granted a leave of absence without pay for a period of up to twelve (12) months, at which time the case shall be reviewed by the Board.

## PERSONAL ABSENCES

4152

The parties agree that there may be personal absences for other reasons than heretofore mentioned. Up to four (4) days per year will be allowed for personal leave as follows:

- 1) Upon attaining tenure status, each teacher shall be granted one (1) day of personal leave. Thereafter, personal leave shall be granted for service in the North Muskegon Public Schools as follows:

After nine (9) years of service	2 days
After fourteen (14) years of service	3 days
After nineteen (19) years of service	4 days
- 2) Teacher desiring to use such leave shall submit their request on the application form provided by the Board at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.
- 3) It is understood such leave shall not be granted for the first or last day of the school year. Leave taken immediately preceding or following a vacation period shall be limited to two (2) teachers from each building.
- 4) Any unused personal absence days will be credited to accumulated sick leave days.

CHILD CARE LEAVE

4152.1

- 1) A leave of absence shall be granted for the purpose of child care if necessitated by seriously ill children or terminally ill children or the care of new-born children.
- 2) Child care leave will commence at the termination of child birth leave, when applicable, and will be granted without salary for the duration of the semester in which the leave is granted, but for no more than two (2) consecutive semesters, excluding any summer sessions.
- 3) In the event of death of the object child of the leave, or an unforeseen event, the teacher can request termination of the leave of absence. Such request shall be considered by the Board based upon contractual obligations for that teaching position.
- 4) Reinstatement shall be to the teacher's former position or a like or similar position.
- 5) The granting of such leave will in no way interrupt seniority and rights attendant thereto.
- 6) Definition of "children" to mean eligible dependants as defined by MESSA (July 1, 1983).

## EMERGENCY LEAVE

4152.2

As provided by the Board of Education policies of 1958, five (5) days annually, non-accumulative, are permitted without deductions from pay for emergency reasons.

Emergency leave is granted for the following reasons:

- 1) Absence due to illness or death in the immediate family or of a close relative (see paragraph 6 for definition of immediate family and close relative).
- 2) Required appearance in court of law involving no moral turpitude on the part of the employee.
- 3) Accidents or inability to reach school because of weather conditions.
- 4) Confirmation or graduation exercises of employees' children, and the like, which necessitates the presence of the employee, up to a maximum of two (2) days per contractual year.
- 5) Unusual circumstances which may be considered on their merits by the Superintendent of Schools.
- 6) Immediate family shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law. Close relative shall include grandparent, uncle, aunt, first cousin, niece and nephew. "Relative" is interpreted to mean by blood or by marriage.
- 7) No remainder of leave granted under emergency leave provisions may be accredited or accumulated from year to year.
- 8) Any teacher summoned to: jury duty, or as a witness, or for arbitration, or any other state agency or tribunal shall be paid his full salary for each working day of absence, provided that the teacher reimburses the Board any amount received for such duty less mileage expenses.

SABBATICAL LEAVE

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Teachers who have been employed for seven (7) years may be sabbatical leave for one (1) year for study purposes (at  $\frac{1}{2}$ ] the teacher's annual salary). A teacher requesting such file a letter with the Superintendent ninety (90) days before lay of school.

Upon return from sabbatical leave, the Board of Education n the teacher to an assignment comparable to that held by the fore going on leave.

ence: State of Michigan - 340.572, page 185, Sec. 572

## OTHER LEAVE

4152.4

- A. Peace Corps Leave: A leave of absence, without salary, will be granted upon written request to tenure teachers who elect to join the Peace Corps as full-time participants in such a program. Such leave may not extend for more than one (1) school year and said teacher shall retain and continue to accumulate seniority during his service period, provided that he applies for reinstatement with the school district within thirty (30) days after release from such program. Such teacher shall be returned to his former position as soon as it is practicable to do so.
- B. Political Leave: The district may, upon approval of the Superintendent, grant a leave of absence, without pay or increment, to any teacher to campaign for or serve in a public office, such leave to be not less than one (1) semester nor more than one (1) year. A teacher may not serve in the legislature while on leave of absence from a Michigan public school. In this instance the teacher must resign his/her teaching position.
- C. Leave not covered by specific written policy will be granted only when approved by the building principal, and all such leaves are subject to review by the Superintendent.
- D. No leave time under this policy will be granted for vacations or recreational activities.
- E. At the beginning of every school year, the Association shall be credited with three (3) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association.

ALL LEAVES

4152.4a

- 1) A leave of absence of more than one (1) year must be renewed annually at Board discretion.
- 2) Teachers on any form of leave which carries through the end of the school year must give sixty (60) days notice as to their intention to return to work and anticipated date of return.



SCHOOL RELATED INJURY

Any teacher who is absent because of course of performing his duties as an employee of will have the following options:

- 1) May receive payment by the Workmen's Insurance only, in which case no charge against the sick leave balance.
- 2) May receive payment by the Workmen's Insurance and the Board of Education salary. Sick Leave Days will be the percentage paid by the Board.

Example: Salary - \$400.00 per pay period  
Workmen's Comp. pays \$300.00 (3/4)  
School pays \$100.00 (1/4)  
One-fourth (1/4) of sick leave balance for that period

This arrangement would continue until all sick leave is used up until the teacher has received the total amount of Workmen's Compensation and the Board of Education first.

4152.5

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PROFESSIONAL GRIEVANCE PROCEDURE

4160

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
- 1) The placing of a non-tenure teacher on a third year probation;
  - 2) The termination of service or failure to re-employ any teacher to a position on the extra-curricular schedule.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. The grievance must be filed within fifteen (15) calendar days of the discovery thereof. In cases where the time required to process a grievance through the normal grievance procedures will cause a disadvantage to the grievant(s), as determined by the grievant, the grievances may be appealed directly to the Superintendent.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on a form substantially in accordance with that set forth in this Master Agreement, which shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal and signed by the 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) calendar days of signed receipt of the grievance by the principal, the principal shall meet with the grievant and the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) calendar 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) calendar days of such meeting (or ten [10] calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days of signed receipt 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) calendar 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 if no disposition has been made within the period above provided, the grievance may be submitted to the Board of Education at a Board meeting within four (4) weeks of submission to the Superintendent. The record of the grievance will be made available to the Board of Education. The aggrieved staff member and any N.M.E.A. member may be present during the consideration of the grievance by the Board of Education. If the Board of Education does not resolve the grievance in writing within twenty-eight (28) calendar days after submission to the Board of Education at said meeting, the grievance shall proceed to the next step.
- G. If the Association is not satisfied with the disposition of the grievance at the previous level, or if no disposition has been made within the period above provided, the Association may file a demand for arbitration of the dispute with the American Arbitration Association, whose rules shall govern the arbitration proceeding. Such demand for arbitration must be initiated (formal request to AAA) within twenty-eight (28) calendar days of the Board's decision.
- H. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement. The arbitrator shall have no power to establish salary schedules.
- I. The costs and expenses of the arbitrator shall be shared equally by the parties.
- J. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

## Distribution of Form:

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

\_\_\_\_\_ School District

GRIEVANCE REPORT  
(Submit to Principal in Duplicate)

Building	Assignment	Name of Grievant	Date Filed

STEP I

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

B. Statement of Grievance and Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature                      Date

\_\_\_\_\_  
Principal's Signature                      Date

C. Disposition of Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal's Signature                      Date

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

\_\_\_\_\_

\_\_\_\_\_  
Signature                                      Date

STEP II

A. Received by Superintendent or Designee

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

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

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP III

A. Received by Board of Education or Designee

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

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

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP IV

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Arbitrator

Note 1: If additional space is needed in reporting any section of Steps I-III, additional sheets may be attached.

Note 2: All provisions of Article 4160 of the Agreement dated August 15, 1981, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

## RESPONSIBILITIES OF TEACHERS

4161.1

The responsibilities of teachers shall include the instruction, guidance, discipline, safety, hygiene, and general care for the welfare of pupils. These responsibilities are not confined to the classroom, but extend to all school sponsored activities.

- A. Teachers are obligated to perform those duties prescribed by the laws of the State of Michigan for teachers, to accept and act according to the Code of Ethics of the Education Profession, and to discharge those duties which, within reason and the law, they may be called upon by the administration to perform.
- B. Teachers assume classroom responsibility promptly at the beginning of each class session.
- C. During all hours of scheduled parent-teacher conferences (as set forth in 4140.1) teachers shall have an administrator available for their assistance.



## ABSENCES

4162

When a teacher must be absent from work, he will notify his principal the night before, if possible, so that a substitute may be contacted. If it is necessary to call in the morning the call should be made between 6:45 a.m. and 7:15 a.m., if at all possible. The teacher will have available for the substitute teacher, in a place known or designated by the building principal, an adequate outline of work, a roster of names for each class to be met, and a daily program showing dismissal times and times of classes with special teachers.

Any absence for causes other than those set forth in the preceding pages shall be subject to conference between the absentee and the Superintendent of Schools who shall determine what compensation, if any, shall be made for such absence, his decision being subject to the approval by the Board of Education.

LEAVES AND SUBSTITUTES

4163

All absences and subsequent substitutes are the responsibility of the principal and must be arranged through his office.

## STUDENT EVALUATION

4180

It is agreed by the parties that the evaluation of student performance is the responsibility of the professional staff within the bargaining unit. All instructional materials, methods, lesson plans or other creative or copyrightable work, written, composed, created or devised by a bargaining unit member during their employment shall remain the property of such member.

The Board shall not permit any Board member, superintendent, assistant superintendent, principal, assistant principal, guidance director, teacher, or any other person to change a grade given to a pupil by a teacher unless one (1) of the following occurs:

- 1) The teacher who gave a grade to a pupil is informed of one (1) or more reasons why the grade should be changed and the teacher concurs in the grade change.
- 2) If a teacher who gave a grade to a pupil does not concur in the grade change, a majority of a review panel, after evaluating the reasons for a requested grade change, approves the grade change and the teacher involved does not appeal the panel's decision. The panel described in this subdivision shall be composed of three (3) teachers selected by N.M.E.A. and one (1) Board member and the superintendent of schools or the superintendent's designee.
- 3) If the teacher involved appeals the decision of the review panel described in subdivision two (2) to the Board, and a majority of the Board members elected and serving approve the grade change at a meeting of the Board at which the reasons for changing the grade are reviewed. A decision of the Board on the merits of the grade change shall be final.

ADOPTION OF TEXTBOOKS

4185

Examination and recommendation of textbooks shall be made by departments or teacher committees. Their recommendations, when approved by the principal, shall be forwarded to the Superintendent for further examination and review.

Textbooks and supplementary books may be adopted by the Board of Education upon recommendation of the Superintendent of Schools.

PERFORMANCE CONTRACTING

4190

If any independent corporate, commercial, or educational entity is to be considered as a contractual party by the Board for the North Muskegon School District, the Board will work cooperatively with the North Muskegon Education Association in the planning, selection, staffing, maintenance, and implementation of any such contractual program.

## TEACHING CONDITIONS

4345

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that all efforts will be made to follow the Board guidelines on class size approved on April 25, 1977.
- B. All classes shall also be limited by the number of teaching stations available, except additional students may be included upon mutual agreement between the teacher and the principal and the Association.
- C. No class size shall exceed the number of students that can be accommodated by the facility.
- D. Efforts will be made to distribute students with learning impairments evenly between teachers at a given grade level.
- E. Class Sizes:

	<u>Maximum</u>	<u>Minimum</u>
Elementary:		
Kindergarten through		
2nd grade	25	17
3rd grade through		
6th grade	30	20
High School: We recommend the		
following class		
size guidelines		
whenever feasible		
English	25	15
Mathematics	25	15
Science	25	15
Social Studies	30	20
Foreign Languages*	25	10
Business Education	30	15
Art	30	20
Home Economics	25	15
Industrial Arts	25	15
Physical Education	40	25
Music		20

These figures will be utilized for staffing prior to official count day

\*For three (3) years

INDIVIDUAL CONTRACT

Within thirty (30) days of the ratification and sign Agreement, individual contracts will be issued to all by the Master Agreement, as follows:

CONTRACT OF EMPLOYMENT

\_\_\_\_\_ Tenure Teacher

\_\_\_\_\_ Probationary Teacher

NORTH MUSKEGON PUBLIC SCHOOLS

In consideration of the mutual covenants hereinafter hereby agreed between the Board of Education of the Public Schools, City of North Muskegon, Muskegon County, hereinafter called the "Board", and \_\_\_\_\_ hereinafter called the "Teacher":

- 1) That this individual contract is made pursuant the terms and conditions of the Collective Agreement Muskegon Education Association and the Board, and the provisions of this contract and said Collective Agreement inconsistent, the provisions of said Collective Agreement controlling;
- 2) The Teacher represents that he/she holds all valid and other qualifications required by law for a Teacher;
- 3) That said Teacher is employed and hereby agrees school district as a \_\_\_\_\_ 19\_\_\_\_ - \_\_\_\_ school year, which shall consist of no less than \_\_\_\_\_ contractual days;
- 4) That said Board shall pay said Teacher the sum of \_\_\_\_\_ said teaching duties;
- 5) That said Board shall pay the following amount as stated in the Master Agreement, but such duties shall conform to the tenure laws;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Total Compensation

- 6) That said Teacher is hereby retained as a (\_\_\_\_ Probationary Teacher), as defined in the Michigan Education Act, (Act No. 4 of the Public Acts of 1937, extra

IN WITNESS WHEREOF, THE BOARD has caused this contract to be executed in duplicate by the Superintendent of Schools, and executed this contract this \_\_\_\_\_ day of \_\_\_\_\_

Degrees and Hours \_\_\_\_\_ Experience \_\_\_\_\_

BOARD OF EDUCATION  
NORTH MUSKEGON PUBLIC SCHOOLS

BY: \_\_\_\_\_ (Superintendent)

\_\_\_\_\_  
(Teacher)

4366  
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*Barbara Lowell*  
the Board of Education

*123/92*

*Mary Ann Seelman*  
the N.M.E.A.

*124/92*



LETTER OF AGREEMENT  
ANNEXATION/CONSOLIDATION/REORGANIZATION

IN THE EVENT THE STATE MANDATES, OR NORTH MUSKEGON OTHERWISE BECOME INVOLVED IN, ANNEXATION/CONSOLIDATION/REORGANIZATION, THE BOARD OF EDUCATION PLEDGES TO PROTECT THE INTERESTS OF ITS TEACHERS BY REQUESTING OF THE RECEIVING DISTRICT THAT DISCUSSIONS COMMENCE BETWEEN THE NORTH MUSKEGON BOARD OF EDUCATION, THE NORTH MUSKEGON EDUCATION ASSOCIATION, THE RECEIVING DISTRICT'S BOARD OF EDUCATION, AND THE RECEIVING DISTRICT'S EDUCATION ASSOCIATION TO DISCUSS THE FOLLOWING ISSUES:

- A. TEACHER TENURE
- B. SENIORITY
- C. ASSIGNMENTS
- D. WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT

THE NORTH MUSKEGON EDUCATION ASSOCIATION AND BOARD OF EDUCATION RECOGNIZE THAT THE RECEIVING DISTRICT IS UNDER NO OBLIGATION TO COMPLY WITH THE BOARD'S REQUEST.

FOR THE BOARD:

Barbara Howell

DATE:

7-21-92

FOR THE ASSOCIATION:

Mary Ann Schuman

DATE:

7-21-92

LETTER OF AGREEMENT

4161.1

RESPONSIBILITIES OF TEACHERS

Two committees, one for each building, will be established during the month of September made up of building principals and three teachers. The committees will survey classroom interrupting activities and cooperatively attempt to determine ways to reduce these interruptions. A list of suggested solutions will be prepared by October 30, 1992.

For the District:

For the Association:

Margaret Sullivan

Barbara Howell

Date: 7/23/92

Date: 7/23/92

LETTER OF AGREEMENT

The Board of Education of the North Muskegon Public Schools and the North Muskegon Education Association, MEA/NEA hereby agree that:

- 1) The right to smoke is a working condition protected under the Public Employment Relations Act (PERA),
- 2) The district and the association have a long established practice of providing smoking lounges at each building for employees,
- 3) The unilateral action of the Board to remove and restrict the right to smoke is in violation of the Master Agreement - Policy 4003, page 5 - which attests to the Board's obligation to bargain with respect to conditions of employment,
- 4) The association has the right to file both a grievance and unfair labor practice charges in response to the Board's unilateral action, and
- 5) Both parties, in an effort to resolve this issue internally, agree that:
  - a) the smoking sites designated by the district are acceptable to the association, and
  - b) the Board will, in the future, negotiate with the official association negotiating team prior to making any changes in working conditions.

For the Board of Education:

Barbara Howell

Date: 9/10/91

For the Association:

Karel C Bailey

Date: 9/10/91



*North Muskegon Public Schools*  
North Muskegon, Michigan 49445

SUPERINTENDENT OF SCHOOLS

1600 MILLS AVE.  
744-5257

HIGH SCHOOL

1507 MILLS AVENUE  
744-1681


ELEMENTARY SCHOOL


1600 MILLS AVENUE  
744-4602

August 7, 1984

LETTER OF UNDERSTANDING  
BETWEEN  
THE NORTH MUSKEGON EDUCATION ASSOCIATION  
AND  
THE NORTH MUSKEGON BOARD OF EDUCATION

In case of cold room temperatures, students and staff will not be called in at all, or will be sent home if already here, until most of the rooms are at minimum acceptable temperature.

  
\_\_\_\_\_  
For N.M.E.A.

  
\_\_\_\_\_  
For Board of Education

4120.1 Teacher Evaluation

LETTER OF AGREEMENT

Staff will not be formally evaluated on an Outcome Based Education (OBE) unit or lesson for the 1993-94 school year. Any staff member desiring to have his/her OBE unit observed shall have the right to elect an informal evaluation of the OBE unit/methodology.

Barbara Howell  
for the District

Mary Ann Seelman  
for the Association

9-1-93  
Date

9-1-93  
Date

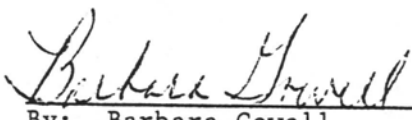
DURATION OF AGREEMENT

4370

These policies, numbered 4001-4370, shall comprise the working agreement between the North Muskegon Education Association and the North Muskegon Board of Education covering the period between August 15, 1992 and August 15, 1993.

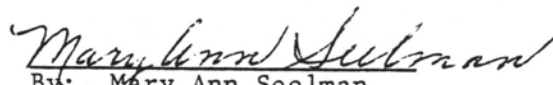
The salaries of teachers covered by this Agreement are set forth in the salary schedule (4141.2) which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. The salary schedule is based on a three point five percent (3.5%) increase to the current salary schedule. In addition, the Board agrees to pay a one point five percent (1.5%) payment for the 1992-93 school year only. The payment may be taken in one lump sum or spread over the salary payments at the personal discretion of the teacher.

Board of Education  
North Muskegon Public Schools

  
By: Barbara Gowell,  
Superintendent

Date: 8-10-92

North Muskegon Education  
Association

  
By: Mary Ann Seelman,  
Chief Negotiator

Date: 8/10/92

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