



# Master Agreement

**August 2007 – August 2008**

Between the North Muskegon Board of  
Education and the North Muskegon Education  
Association

## NORTH MUSKEGON PUBLIC SCHOOLS AGREEMENT

4001

This agreement entered into this 23rd day of October 2007, by and between the Board of Education of the North Muskegon School District, North Muskegon, Michigan, hereinafter called the "Board", and the North Muskegon Education Association, hereinafter called the "Association".

### DEFINITIONS

4002

#### A. Definitions

1. The term "day" or "days," unless otherwise specified, shall mean those days when the office of the superintendent is open to the public for business.
2. The term "seniority", when used hereinafter in this Agreement, shall be defined in Section 4119, 1, C.
3. Whenever the male gender is used in this Agreement, the female gender shall be equally presumed, and vice versa.

#### B. Secondary (Refer to Trimester Letter of Agreement for the 2007-2008 School year.)

1. At the secondary level, a "full teaching period" is defined to be one (1) hour or a major fraction thereof.
2. A "full-time" daily teaching load in the high 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 in place of a teaching period will be considered a teaching period for the purposes of this article.
3. The above assigned duties shall fall between the hours of 7:45 a.m. and 3:20 p.m. Secondary School teachers are expected to be in residence from 7:45 a.m. to 3:20 p.m., excluding the teachers' forty-five minute lunch period, except as released by the administration.
4. At the secondary level, 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.
5. At the secondary level, librarians and counselors shall have library or counseling responsibilities for a time equivalent to six (6) full teaching periods as defined in Section 4002, B, 1. If a librarian or counselor is assigned teaching responsibilities with student contact time that requires lesson planning, that time shall count as overload even if it occurs within the six-period day.

September 2004; August 2006, 2007

C. Elementary School

1. In the elementary school a "full-time" teaching load shall be from 8:05 a.m. to 3:10 p.m. Elementary teachers shall be in residence from 8:00 a.m. until 3:20 p.m., excluding the forty-five minute lunch period, except as released by the administration.
2. 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 the one hundred seventy-five (175) minute minimum may be required to work together in sharing such duties as will provide this release time.

D. Part-time

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 on 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).

September 2004

E. Meetings

1. It is agreed that the following meetings will be held after the regular school day:

1<sup>st</sup> week of month: DK-12 Staff  
2<sup>nd</sup> week of month: High School/Middle School Staff  
3<sup>rd</sup> week of month: NMEA  
4<sup>th</sup> week of month: Elementary Staff

These meetings will be adjourned at the conclusion of one hour after the start of the meeting or at 3:50 (MS/HS) or 4:15 p.m. (Elem.) whichever occurs first.

2. For the first semester of 1998-99, these meetings will be on Mondays. In all subsequent semesters, the staff at each level shall decide at their level's October staff meeting on the day of the week for meetings during the second semester and at their May staff meeting on the day of the week for meetings during the following year's first semester.
3. All teachers are required to attend the DK-12 meeting and their teaching level meeting.
  - a. Teachers assigned to more than one teaching level shall attend the meeting at the level of the majority of their teaching responsibilities.
  - b. A coach will be excused, at the appropriate time, from the meeting if the starting time of a scheduled competition requires the coach to leave the meeting early.
4. A principal may, with the concurrence of the Association Building Representative, call an emergency meeting to deal with matters of an urgent nature on the even week opposite to that level's regularly scheduled meeting. (Example: Elementary's regular meeting is the 4<sup>th</sup> Monday; an emergency meeting may be held on the 2<sup>nd</sup> Monday.)
5. A principal may, with notification to the Association Building Representative, call a rescheduled meeting on the even week prior to or following that level's regularly scheduled meeting to make up for a regularly scheduled meeting that will be missed or was missed because the regular meeting day will not be or was not a day of work. (Example: Elementary's regular meeting is the 4<sup>th</sup> Monday; a rescheduled meeting may be held on the 2<sup>nd</sup> Monday prior to the regular meeting or on the 2<sup>nd</sup> Monday after the regular meeting.)

May 2003

**F. General**

1. Changes in the teachers' day or lunch hour may be accomplished only through negotiations.
2. Any individual bargaining unit member may voluntarily render services outside the scheduled workday, as defined in Definitions (4002), for a maximum of 182 teaching periods during any given school year, provided the Association president is notified of the deviation. Overload classes shall be posted according to 4115, D, 4. The bargaining unit member shall be compensated in accordance with the working agreement.
3. 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.
4. All premiums for fringe benefits will be prorated on the basis of the number of half (1/2) days worked (elementary) or on the basis of number of periods taught (secondary level).

Example:

- a. Elementary Level - Teaching five (5) half days (a.m. or p.m. sessions) =  $5/10$  or  $5/9$  fringe benefits paid by the Board (based on Section 4002, D, 1 or 2, as applicable).
  - b. Secondary Level - Teaching three (3) classes per day =  $3/5$  fringe benefits paid by the Board.
5. The Board will pay part-time teachers a percentage of planning time equivalent to the percentage of work time up to a maximum of one planning hour (fifty-five (55) minutes), i.e.,  $2/5$  middle/high school teacher will be paid for twenty (22) minutes of planning (formula to use:  $BA+0 / 7 \times .4$ ). Excludes half-time (1/2) teachers whose schedule already includes planning, i.e. Kindergarten and DK.
  6. Per diem basis shall be the amount obtained by dividing the contractual salary, based on that teacher's position on the salary schedule 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.

September 2004

**Definitions (continued)**

**4002**

7. Any teacher asked by an administrator to relinquish his/her student-free preparation period shall elect to be compensated with a monetary amount equal to the time relinquished. This amount shall be based on the teacher's position on the salary schedule.

May 2003

**WITNESSETH**

**4003**

The Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, 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 teacher, part-time teacher, librarians, counselors, athletic directors, social workers, and permanent substitutes as defined in Section 4141,1a, Section B.

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.
- D. The Employer shall be required to seek input from the Association on any action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 set seq., that has an adverse impact on any bargaining unit member.

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**FINGERPRINTING**

**4005**

The district will reimburse all employees for the cost of fingerprinting if the fingerprinting is a condition of employment in the district.

## **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.

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/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 May 31 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-5
  - 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 the No Child Left Behind Act of 2001 USC 6301 et seq.

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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, 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. During the summer, 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: 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. If a teacher on the staff applies, is certified for the vacancy, and meets the No Child Left Behind Act of 2001 USC 6301 et seq., said teacher shall be granted the position unless granting this voluntary transfer would prohibit the recall of a laid-off teacher.
  - b. If two or more teachers on the staff apply for the Vacancy, the teacher with the greatest seniority (as defined by Section 4119, C.) that is certified for the vacancy shall be granted the position if he/she meets the No Child Left Behind Act of 2001 USC 6301 et seq. requirements unless granting this voluntary transfer would prohibit the recall of a laid-off teacher.
  - c. If no teacher on the staff applies, the vacancy shall be filled by a recall of a teacher on lay-off from the school district that is certified for the vacancy.

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- d. 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.
  5. In an inclusive classroom, elementary teachers normally rotate within the grade level for assignment of special education students.

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## APPOINTMENT AND TRANSFER - EXTRA DUTIES

4115.1

- A. The individual staff appointments for non-academic extra-schedule 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.

The basis for the appointment is as follows:

1. Notice of available positions will be made know to staff and the general public by reasonable means.
2. Selection will be based on the following:
  - A. Training
  - B. Experience
  - C. Ability to work effectively with students
  - D. Other characteristics as determined by the administration or athletic director.
3. All interested parties will be notified as soon as the staff has been selected.
4. The district reserves the right to hire the best candidate.

- B. The extra-duty Schedule B shall include six progressive steps ranging from BA0 to BA5.

The provisions of this section apply within the following sports:

Football  
Basketball  
Track  
Tennis  
Baseball/Softball  
Volleyball

In the event a person transfers from a lower to a higher position in the same sport (e.g., Head JV Football Coach to Head Varsity Coach), or transfers from a higher to a lower paid position in the same sport (e.g., Varsity Tennis to Assistant JV Tennis), he or she shall be given credit for years of experience at North Muskegon in that sport, and be placed accordingly on the schedule.

A person transferring or accepting a position in a different coaching assignment among those grouped above, (e.g., Volleyball to Basketball) with no prior experience in that sport will be placed at step BA0.

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**Appointment and Transfer-Extra Duties (continued)**

**4115.1**

In the event a North Muskegon employee is rehired to fill a position, he or she shall be granted years of experience as a coach at North Muskegon in that sport regardless of the level, gender, and the amount of time that has elapsed since the last appointment.

In the event a new employee is hired from outside the school district, years of experience in that sport may be granted at the discretion of the Board.

May 2003

## 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.

The DK-12 council will consist of seventeen members. Included will be six department chairpersons, two principals, and nine at large DK-12 members representing a proportionate distribution of lower elementary, upper elementary, middle school and high school teachers. Departments will be composed of the various elements of the DK-12 curriculum as follows:

Language/Communications/Reading  
Mathematics  
Science  
Fine/Practical Arts  
Social Studies  
Special Education

- B. Curriculum topics may 1) initiate with the DK-12 council, 2) initiate with the elementary curriculum council (made up of the entire elementary staff with discussions ensuing at staff meetings), or 3) initiate with the high school curriculum council (made up of middle and/or high school teachers representing each of the six departments and meeting with the high school principal, as per 4002 C of the master contract).
- 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.
- D. To accommodate elementary team planning, substitute teachers shall be hired to release those teachers affected in each grade level for four 1/2 days of planning per year. Middle school team planning will be provided through a common conference period.

**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 20\_\_ to 20\_\_.

\_\_\_\_\_ I do not intend to return for the school year 20\_\_ to 20\_\_.

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

**DISCIPLINE OF EMPLOYEES**

**4118**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

## LAY-OFF AND RECALL

4119

### I. 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 no later than May 31 of the current school year.
- B. In the event a teacher is reduced in time or laid-off, the following procedure will be utilized:
1. The least senior probationary teachers shall be laid-off first, provided the teachers remaining are fully certified and, where applicable, meet the requirements of the No Child Left Behind Act of 2001 USC 6301 et seq.
  2. If further reductions are to occur:
    - a. Elementary Division (DK-5) - The least senior teacher(s) within the affected grade level shall be laid-off, provided the teachers remaining are fully certified. 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, provided the teacher notifies the District of his/her intent to do so within fifteen (15) calendar days. It is further provided that transfers of teachers in the elementary division may be required to affect the lay-off of the least senior teacher(s).
    - b. Secondary Division (6-12) - The least senior teacher(s) within the affected department shall be laid-off, provided the teachers remaining are fully certified and meet the requirements of the No Child Left Behind Act of 2001 USC 6301 et seq. as provided in 4119, 3, A. It is further provided that the schedules of teachers within the department will be modified as needed in order to effectuate lay-off of the least senior teacher(s). 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 the requirements of the No Child Left Behind Act of 2001 USC 6301 et seq. provided the teacher notifies the District of his/her intent to do so within fifteen (15) calendar days.

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- C. Beginning January 1, 2003, seniority shall be computed from the last date of hire on the first working day, 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 and first working day. In the event two or more teachers have the same seniority date, ties will be broken by using the last four digits of the teachers' Social Security numbers. The teacher with the highest number shall be considered to have the greatest seniority with the rank descending so that the teacher with the lowest number has the least seniority. 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 of certification and the requirements of the No Child Left Behind Act of 2001 USC 6301 et seq.
- 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. Any teacher who fails to timely indicate intent to return to work or who fails to return to work shall lose all recall rights and seniority and be considered a voluntary quit. Exceptions, in extenuating circumstances, may be made by mutual agreement of the Association and District. Refusal or acceptance of a position that is less than full time shall not affect a teacher's rights to a full time position.
- D. In recalling teachers from lay-off, no teacher will be terminated, lose recall rights or seniority, if the teacher is - at the time of recall - under contract with another educational institution 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.

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III. IN REGARD TO ALL THE ABOVE:

- A. Any teacher laid-off and replacing or being recalled to a Middle School (6th, 7th, 8th grades) position must be certified and meet the No Child Left Behind Act of 2001 USC 6301 et seq.
- B. 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 the No Child Left Behind Act of 2001 USC 6301 et seq. requirements.

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## 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 full knowledge of the teacher. This may include formal observations (as defined in Section 4120, 1, B. and C.) and/or informal visitations. Formal observations and informal visitations shall not unduly interfere with the teaching-learning process.
- 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, and relationships with pupils, etc.
- E. Probationary teachers shall be provided with an Individualized Development Plan **\*\***(IDP). The IDP shall be made available to the association representative for review. No IDP for a probationary or tenured teacher shall violate any of the terms and conditions of the Master Agreement.
- F. Classroom teaching assignments outside of a teacher's area of certification shall not be evaluated.
- G. All formal observations shall be reduced to writing and a copy given to the teacher with the observation checklist attached within ten (10) school days of the formal observation.
- H. Following each written evaluation, which shall include a conference with the evaluator, the teacher shall be given and sign 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.

\*\* IDP also referred to as EDP (Education Development Plan), as per the Muskegon Area Intermediate School District's terminology.
- I. All written evaluations are to be placed in the teacher's personnel file. If he so desires, a teacher may submit, for attachment to the file copy of the evaluation, a self-evaluation and/or additional comments to the written evaluation. If a teacher disagrees with the evaluation, he may submit a written response that shall be attached to the file copy of the evaluation in question.
- J. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration.

- K. Evaluations shall be done as follows:
1. Probationary teachers shall be formally observed for the purpose of evaluation at least two times during the school year at least sixty days apart. One formal observation shall occur in the first semester of the school year.
  2. Tenured teachers shall be evaluated at least once every three (3) years, but may be evaluated more frequently. Tenured teachers may elect one of two processes for evaluation.
    - a. One option would be the traditional classroom observation format. Tenure evaluations shall be based on at least two (2) formal observations and the process shall be completed by May 15 of the evaluation year. The process would involve a pre-observation worksheet, a classroom visit observation, and a post observation meeting in the areas of math/science and language arts. This also requires an end of the year evaluation form and meeting with the building administrator.
    - b. The second option would be the self-directed goal setting process, which utilizes the Framework for Professional Practice by Charlotte Danielson (1996). This would require a self-assessment and an initial meeting with the building administrator to set the goals for the year. In addition, there is a mid year meeting to assess progress and an end of the year meeting to summarize the findings.
    - c. If a tenured teacher's performance is found less than satisfactory, they shall be provided with an Individualized Development Plan (IDP). The tenured teacher's IDP shall be developed with input from the tenured teacher, the association representative, and the building administrator. The Intensive Assistance Process (IAP) is a process by which the IDP can be determined and administered.
- L. 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.
- M. The formal written evaluation report shall include a statement regarding the teacher's level of performance (satisfactory, unsatisfactory, needs improvement, in these areas, etc.).
- N. It is recognized that formal classroom observations and informal visitations are part of the total evaluation of a teacher's work performance.

September 2004

- O. 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.
- P. 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.
  - 3. IAP Team - The IAP team will be selected from a predetermined pool of educators jointly agreed upon by the Superintendent/designee and the president for the Association/designee.
- c. The IAP team shall be selected within five (5) school days of the teacher's election to participate in the IAP.
- d. The IAP team will consist of:
  - 1. One (1) member selected by the Superintendent
  - 2. Two (2) members selected by the teacher.

2. 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.

**Teacher Evaluation (continued)**

**4120.1**

- b. The IAP team shall assist the teacher in meeting the standards in the area(s) targeted in the evaluation(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.

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.

## MENTOR TEACHERS

4132

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
1. The Mentor Teacher position shall be an extra duty position and shall be compensated as per 4141.2b and posted as per 4115.1.
  2. The Mentor Teachers shall be tenured teachers.
  3. The Mentor Teachers shall be selected from a list of applicants for the position. The list shall be reviewed by the Association Executive Board. Mentor Teachers shall be selected by the administration and preferably should be in the same building and/or subject area as the Mentored Teacher.
- B. Each teacher in his/her first three years in the classroom (Mentored Teacher) shall be assigned a Mentor Teacher. The Mentor Teacher assignments shall be for one year but shall be subject to review throughout the year by the Mentor Teacher, the Mentored Teacher, and administration. Assignments may be renewed in succeeding years.
- C. A teacher entering the first year in a new curriculum area may request and, with the mutual agreement of the parties, be assigned a Mentor Teacher for one year. All provisions of Section 4132, A, D, E, and F shall apply to this optional mentoring also.
- D. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- E. The Mentor Teacher/Mentored Teacher relationship is confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentored Teacher. Neither the Mentor Teacher nor the Mentored Teacher shall be permitted to participate in any matter related to the evaluation of the other.
- F. Mentor Teachers must take part in all Mentor Teacher training provided by the MAISD through the Muskegon County Mentor Teacher academy.
- G. In the event the law requiring Mentor Teachers is repealed during the life of this agreement, the provisions of Section 4132 shall be suspended from operation at the conclusion of the school year in which the repeal takes effect. In the event the law requiring Mentor Teachers is amended during the life of this agreement, the parties shall meet to negotiate the impact of those amendments.



## STAFF DEVELOPMENT

4136

The parties ascribe to a policy of professional development and career enhancement and to that end will promote participation in activities to develop their professional competencies. The Association will encourage its members to actively participate in various North Muskegon School District/Building Committees which may or may not meet outside of school hours, such as curriculum, school improvement, the No Child Left Behind Act of 2001 USC 6301 et seq., and the like.

Requests for permission to attend professional meetings and conferences shall be submitted to the building principal. 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. Teachers 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 procedure 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.

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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).
  - d. Requests for conference reimbursement must be completed within 30 calendar days of the conference, but in the instance of a June conference June 30th shall be the due date. Under no circumstances shall requests be submitted after June 30th of the school year in which the conference occurred.
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 proceeding 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, with the exception of the first day of school, 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.

The above notwithstanding, however, the parties agree that the number of student instruction days and teacher contract days shall not vary from year to year except as mandated by the State of Michigan to ensure receipt of full State Aid, or except as mutually agreed upon by the parties. It is the further intent of the parties to establish the following on or before May 1 prior to each successive school year:

1. Christmas Break (dependent upon the day of Christmas)
2. Spring Break (the first full week of April)
3. Mid-winter break (the third Monday of February and the immediately preceding Friday-Presidents' Day weekend)

May 2003

**2007 -2008 School Calendar  
North Muskegon Elementary School**

August 28	Pre School Staff Conference – half day
August 29	Staff Professional Development Day – Full day
August 30	Staff Professional Development Day – Full day
September 4	First day of school – Full day
October 1	Staff Professional Development Day – no school
October 24	Full day – Evening PT Conferences
October 25	Half day of school - Afternoon and evening conferences
October 26	No School – Staff or Students
<b>November 28</b>	<b>End of 1<sup>st</sup> Trimester</b>
November 30	Records Day – Half day of school for students
Dec. 20 – Jan. 2	Christmas Vacation Break
January 3	School Resumes
January 21	Staff Professional Development Day (MLK Day) No Students
February 15 – 18	Mid Winter Break
March 7	Half Day of School for students – Records Day
<b>March 7</b>	<b>End of 2<sup>nd</sup> Trimester</b>
March 21	Half Day staff & students – Good Friday
March 26	Full day – Evening PT conferences
March 27	Half day – afternoon and evening PT conferences
March 28	No School – staff & students
April 7-11	Spring Vacation Break
May 26	Memorial Day Holiday – no school
June 4	Half day of school for students
June 5	Half day of school for students
<b>June 6</b>	<b>Half day of school for students - Last Day of School – End of 3<sup>rd</sup> Trimester</b>





**2007 – 2008 School Calendar  
North Muskegon Middle and High Schools**

August 28	Pre School Staff Conference – Half day
August 29	Staff Professional Development Day – Full day
August 30	Staff Professional Development Day – Full day
September 4	First Day of School - Full Day
October 1	Staff Professional Development Day – no students
October 17	Evening conferences – Full day school for students
October 18	Afternoon conferences – Half day of school for students
October 19	Half day of school for staff & students
November 22-23	Thanksgiving Vacation – No School
November 26	Full day – shortened hours; 1 exam
November 27	Half day of school for students – Exams
November 28	Half day of school for students – Exams
<b>November 28</b>	<b>End of 1<sup>st</sup> Trimester</b>
Dec. 20 – Jan. 2	Christmas Vacation – No School
January 3	School Resumes
January 21	Staff Professional Development Day (MLK Day) No Students
January 30	Evening PT Conferences – Full day of school
January 31	Afternoon PT Conferences - Half day of school for students
February 1	Half day of School for staff & students
February 15 – 18	Mid Winter Break
March 5	Full day - Shortened hours; 1 exam
March 6	Half day of School for students – Exams
March 7	Half day of School for students – Exams
<b>March 7</b>	<b>End of 2<sup>nd</sup> Trimester</b>
March 21	Half Day of School for staff & students – Good Friday
April 7-11	Spring Break Vacation
April 30	Evening PT Conferences – Full day of school
May 2	Half day of school for staff & students
May 26	Memorial Day Holiday – no school
May 30	High School Graduation
June 4	Full day shortened hours – 1 Exam
June 5	Half day of school for students – Exams
June 6	Half day of school for students – Exams
<b>June 6</b>	<b>Half day of school for students - End of 3<sup>rd</sup> Trimester – Last Day of School</b>





**MS/HS Calendar – STAFF 2007-2008**

## **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. Except as specified below, no lunch period duty appointment of a staff member will be made without the consent of the staff member so appointed, nor will any such appointment be made without regard to the terms of the agreement covering such assignments.

For any succeeding year, however, should any staff member's assignment be changed to less than full-time or his or her assignment be reduced, the affected staff member(s), beginning with the highest seniority, shall have the right of first refusal for such duty. The Administration will contact affected staff members, and if the vacancy(ies) remains unfilled, will post vacant lunchroom and/or gym supervision vacancies to all bargaining unit members.

The above notwithstanding, should the Board determine to assign a bargaining unit member, either voluntarily or involuntarily, to lunchroom and/or gym supervision, he/she shall be compensated at the contractual rate of pay for such time. In the event that no teacher voluntarily accepts lunch period duty appointment at the high school or middle school, the Administration may engage a non-bargaining unit member, or may assign said duty to the least senior teacher in the building, unless such assignment would result in another teacher being assigned outside of his or her area of certification, in which case, the next lowest senior teacher may be assigned.

## **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 may, at his or her discretion, delay the opening of school, close the school on the day affected, or close school early. If school is to be delayed, or if it is closed prior to the start of the day, every attempt will be made to notify the media prior to 6:30 a.m.

- A. In the event of additional days or hours above the state mandated number or instructional days or hours being added to the calendar, for the duration of the contract, they shall constitute the make-up days or hours (until such time as they are exhausted).
- B. If the closing or delay would drop instructional time below the state mandated number of instructional days or hours for that year, the days or hours necessary to fulfill state mandates will be made up at the end of the school year or as mutually agreed upon.
- C. If this law (MCLA 388.1701) is rescinded, then all of the preceding is null and void.

May 2003

## 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.

- I. 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 DK-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.
- II. 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). Should a holiday or vacation period fall on a regular payday, 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 basis 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 . This salary payment option is limited solely to those teachers who have currently selected this method of payment. Should they opt out or are no longer members of the bargaining unit, this option will become null and void.
- 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.

May 2003

**SALARY INDEX**

**4141.2**

<b>YEARS BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>YEARS MA/BA+36</b>	<b>MA+15</b>	<b>MA+30</b>		
0	1.0000	1.0170	1.0420	0	1.0780	1.1030	1.1200
1	1.0530	1.0700	1.0950	1	1.1310	1.1560	1.1730
2	1.1050	1.1220	1.1470	2	1.1830	1.2080	1.2250
3	1.1580	1.1750	1.2000	3	1.2360	1.2610	1.2780
4	1.2100	1.2270	1.2520	4	1.2880	1.3130	1.3300
5	1.2630	1.2800	1.3050	5	1.3410	1.3660	1.3830
6	1.3150	1.3320	1.3570	6	1.3930	1.4180	1.4350
7	1.3680	1.3850	1.4100	7	1.4460	1.4710	1.4880
8	1.4200	1.4370	1.4620	8	1.4980	1.5230	1.5400
9	1.4730	1.4900	1.5150	9	1.5510	1.5760	1.5930
10	1.5250	1.5420	1.5670	10	1.6030	1.6280	1.6450
11	1.5780	1.5950	1.6200	11	1.6560	1.6810	1.6980
12	1.6300	1.6470	1.6720	12	1.7080	1.7330	1.7500
				13	1.7610	1.7860	1.8030
15		1.7189		15	1.8095	1.8356	1.8534
20		1.7658		20	1.8580	1.8853	1.9038
25		1.8127		25	1.9065	1.9349	1.9542
30		1.8596		30	1.9551	1.9845	2.0046
35		1.9064		35	2.0036	2.0342	2.0550
40		1.9534		40	2.0521	2.0838	2.1054

\*For 2002-2003, the base salary shall be increased by two percent (2%), from \$31,783 to \$32,419.

\*For 2003-2004, the base salary shall be increased by two percent (2%), from \$32,419 to \$33,067.

\*For 2004-2005, the base salary shall be increased by one percent (1%) from \$33,067 to \$33,398.

\*For 2005-2006, the base salary shall be increased by one percent (1%) and employees will earn the full step/longevity immediately and retroactively (on the October 14, 2005 payday) if and when NMPS blended student count reaches 874 during the 2005-2006 academic school year.

\*For 2006-2007, the base salary shall remain the same. Zero (0) percent increase.

\*For 2007-2008, the base salary shall change per the salary TA as presented.

September 2005, August 2006, August 2007

**Salary Schedule 2007-2008**

**Revised Salary Schedule**







**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 the cost associated with continuing education (tuition, books and academically relevant fees specific to the course and paid to the institution) successfully completed at an accredited university. Successful completion shall be defined as a B- or better, a 2.5 on a 4.0 scale, or pass on a pass/fail system, to a maximum of \$500 during any contractual year, under the following conditions:

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.

May 2003, August 2007

## 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 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 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 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 plus thirty (30) hours shall receive an increase on the M.A. plus thirty (30) base salary of four and one-half (4 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

**4141.3b**

- 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

4141.3c

- 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 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 to all current retirees as was agreed upon when they retired. After June 30, 2005, however, newly retired teachers will no longer receive fully paid MESSA, but the District will pay the MPSERS premium deduction for retiree health insurance for up to 10 years or until the retiree attains the age of 65.
  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.

May 2003

**Early Retirement (continued)**

**4141.3c**

- 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).

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: Fifty (50) accumulated sick leave days and above = Seventeen and 50/100 Dollars (\$17.50) per day.
  - 2. Conditions:
    - a. This severance pay will be paid to the retiree in annual installments of no more than four thousand dollars (\$4,000) and will be payable thirty (30) days from the day of retirement. Annual payments will continue until the retiree has received his full severance pay for accumulated sick leave.
    - 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.

May 2003, July 2006, August 2006



**Early Retirement (continued)**

**4141.3c**

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 4141.3c, 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.
7. Upon the attainment of Medicare eligibility, Medicare Part B premiums shall be paid on behalf of the retiring teacher, spouse and/or dependents eligible for Medicare, including sponsored dependents, and the MESSA health coverage shall be rewritten to MESSA Limited Medicare Supplement.
8. Should employee who has elected the plan decease before receiving full benefits, remaining benefits will be paid to the spouse or surviving children.

May 2003

## 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.

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 (1/2) year credit for each full year 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.

May 2003

## DEDUCTIONS FROM PAY CHECKS

4142

The following types of deductions are made from pay checks. All employees will inform the Business Office of all deductions, as authorized by the Board of Education, to be made from their salary payments.

### 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 the employee authorizes 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 01/03/03 must have at least five (5) North Muskegon employees as clients to qualify for payroll deductions.

May 2003

- 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, less any amounts not permitted by law. The teacher may authorize payroll deduction for such fee in the same manner as provided in Section 4142. In 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.

“Pursuant to Chicago Teacher’s Union vs. Hudson, 106S.cL 1066 (198), and other applicable law, the Association has established a policy regarding objections to political-ideological expenditures.” That policy and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-Association bargaining unit members. The remedissel forth in that policy shall be exclusive and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit members concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- 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 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, MESSA-PAK Plan A or Plan B as defined below for a full twelve (12) month period for the employee's entire family.

MESSA-PAK Plan A (for those taking health insurance)

- Super Care 1 (with XVA2), including the “2003” revisions, but effective 7/01/03, a \$5/\$10 prescription co-pay and a \$100/\$200 deductible, including Super Care changes  
Effective 7/01/03, a Wellness Rider
- Delta Dental Plan 80-80 with Hybrid Ortho Rider, 80%, \$2,000 lifetime maximum
- MESSA Group term life insurance protection with AD & D in the amount of \$25,000
- MESSA Vision Service Plan III

MESSA-PAK Plan B (for those not taking health insurance)

- Delta Dental Plan 80-80 with Hybrid Ortho Rider, 80%, \$2,000 lifetime maximum
- MESSA Group term life insurance protection with AD&D in the amount of \$25,000
- MESSA Vision Service Plan III

- B. Teachers not electing health insurance will receive a cash amount equal to the single member Super Care 1 premium. The teacher may elect to use said cash to purchase annuities.

If the cost of the selected fixed and variable options and/or the amount designated for a tax deferred annuity exceeds the employer’s subsidy, the excess shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group.

- C. 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.
- D. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve (12) month period, commencing September 1 and ending August 31. 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 August, 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.

May 2003

**Fringe Benefits (continued)**

4145

- 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 August 31. 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 August 31 of that year.

E. Part-time Teachers

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

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

- Example:
- a. A secondary level teacher on a 3/5 contract (teaching 3 of 5 assignments possible) would have 3/5 or 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 5/10 or 50% of benefit cost paid by the Board (based on Section 4002, D, 3).

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 (1/2) time. Teachers working one-half (1/2) time or less will pay a pro-rated portion of their insurance premium based on their percent of full time worked.

- 3. A part-time teacher electing Plan A or Plan B shall pay, by payroll deduction, any difference between his pro-rated amount and the full cost of his selected Plan.

F. The Board shall make payments of insurance premiums for all persons who have retired through August 31 of the year in which they retire.

G. Payroll deductions shall be available for MESSA, MEA Financial Service and MEA programs.

H. 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.

September 2004

**Fringe Benefits (continued)**

4145

- I. 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.
- J. 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.
- K. National Health Program - In the event a National Health Program is enacted that would affect the benefits in this agreement or there is a change in the tax status of benefits, the Board agrees to comply to the full extent of the law.

May 2003

## 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 for 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 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 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/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. Childbirth 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.



## 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 newborn children.
2. Child care leave will commence at the termination of childbirth 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 for such leave will in no way interrupt seniority and rights attendant thereto.
6. Definition of "children" is 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. Secondary or post-secondary graduation exercises, wedding or births 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.

May 2003

## **SABBATICAL LEAVE**

**4152.3**

Teachers who have been employed for seven (7) years may be granted an unpaid sabbatical leave for one (1) year for study purposes. A teacher requesting such leave must file a letter with the Superintendent ninety (90) days before the last day of school.

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

Legal Reference: State of Michigan - 340.572, page 185, Section 572

May 2003

## OTHER LEAVE

4152.4

- A. Peace Corps Leave: A leave of absence, without salary, will be granted upon written request to third year probationary and fourth year probationary and 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 and the Board of Education.
  
- 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 five (5) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association.
  
- B. The Board and Association agree that the Board shall have the right to develop, approve and implement policies on family and medical leave which comply with the Family and Medical Leave Act of 1993. Such policies shall also be in compliance with the master agreement between the Board and Association.

September 2004

## ALL LEAVES

**4152.4a**

- A. A leave of absence of more than one (1) year must be renewed annually at Board discretion.
- B. 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

4152.5

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

1. May receive payment by the Workmen's Compensation Insurance only, in which case no sick leave will be charged against the sick leave bank of the teacher.
2. May receive payment by the Workmen's Compensation Insurance and the Board of Education up to full biweekly salary. Sick leave days will be deducted figured on the percentage paid by the Board of Education.

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 would be deducted for that period

This arrangement would continue until all sick leave days are used, or until the teacher has received the total amount of his contract from Workmen's Compensation and the Board of Education, whichever would come first.

## **OTHER RELATED INJURY**

**4152.5a**

Any teacher who is absent because of injury incurred while working for an employer other than the North Muskegon Board of Education will have the following options:

1. May receive payment by the Workmen's Compensation Insurance and any other benefits that the employer for whom he was working at the time of the injury may pay.
2. May receive payment as stated above, and the Board of Education will pay the difference between what he receives from the employer for whom he was working at the time of the injury and what he would receive if he was able to work on his regular school position, the sick leave so paid to be charged against his credited sick leave on a percentage basis, as explained in Policy 4152.5, and no such leave will be paid during the summer months while school is not in session.
3. Any injury that any teacher incurs that is not compensated for through Workmen's Compensation will be covered by existing sick leave policies, and no sick leave will be paid during summer months while school is not in session.

This arrangement would continue until all sick leave days are used, or until the teacher has received the total amount of his contract for Workmen's Compensation and the Board of Education, whichever would come first.

## PROFESSIONAL GRIEVANCE PROCEDURE

4160

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The termination of service or failure to re-employ any teacher to a position on the extracurricular schedule shall not be the basis of any grievance filed under the procedure outlined in this Article.
- 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 procedure 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 their formal 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 had 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.

**Professional Grievance Procedure (continued)**

**4160**

- 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 judgment thereon may be entered in any court of competent jurisdiction.

Distribution of Form:

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

*North Muskegon Public Schools*

**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

**Grievance Report (continued)**

**4160.1**

**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.
- D. So that teachers can meet the responsibilities defined above, every effort will be made to limit pull-out program/activities, which remove students from their regularly assigned class.
- E. So that teachers can meet the responsibilities defined above, parents and/or students shall be encouraged to direct all concerns and/or complaints to the affected teacher.



## **ABSENCES**

**4162**

When a teacher must be absent from work, the teacher will notify the principal and/or the substitute caller 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 designed, an adequate outline/plan of work, a roster of names for each class to be met, a set of alternative activities, and a daily program showing dismissal times and times of classes with special teachers.

## 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 department 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 that applies to teachers since the subcontracting of any other support services is a prohibited subject of bargaining.

## 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 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 ensuring 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 as set forth in Section E.
- 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: We recommend the following class size guidelines whenever feasible:

	Maximum	Minimum
Elementary:		
Discovery Kindergarten	17	10
Kindergarten through 2nd grade	25	17
3rd grade through 5th grade	28	20
Middle School:		
6th grade - 8th grade	30	20
High School:		
English	25	15
Mathematics	25	15
Science	25	15
Social Studies	30	20
Foreign Languages*	25	10
Business Education	30	15
Art	30	20
Physical Education	40**	25
Music		20

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

\*For three (3) years

\*\* Refer to next page

July 2006, September 2006, August 2006

**Teaching Conditions (continued)**

**4345**

F. The Board pledges to continue to work with the City of North Muskegon and any other appropriate group to explore ways to expand the number of parking spaces available to staff.

\*\* Effective the second semester of the 1998-99 school year, any physical educational class numbering between 31 students and the maximum of 40 students shall have a physical education aide assigned to that class. The aide will be assigned to physical education and will not be pulled from other aide responsibilities to cover that physical education class. An aide will not be assigned to physical education classes of 30 or fewer.

## SPECIAL EDUCATION

4350

- A. In order for Inclusive Education to be effective, there must be:
1. Joint training and planning time for both regular education and special education teachers provided a minimum of three (3) half-days per year. To accommodate said planning, substitute teachers shall be hired to release both regular education and special education teachers.
  2. An evaluation of the Inclusive Education done jointly by the administration and staff members involved. This shall be done at the end of every semester.

B. Clerical assistance will be available to special education teachers to help in preparation for IEPCs.

C. IEPC Meetings

Teachers will receive an \$18.00 stipend for each documented IEPC meeting beyond four per year. Each meeting must be at least 30 minutes in length and outside the contractual work day. Teachers will document their attendance and submit the documentation to the building principal for approval.

August 2007



## **WORKING CONDITIONS**

**4360**

The Board of Education and the teachers agree that either party has the right to initiate proposals. Changes affecting working conditions which are covered in this contract shall be accomplished only through negotiations.

**CONTRACT FORMAT**

**4365**

Copies of this Master Agreement between the North Muskegon School District and the North Muskegon Education Association shall be printed as a separate document as soon as possible after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. The expense of printing said document will be shared equally between the Association and the Board of Education.

That document shall be considered the property of the person to whom it is presented. It shall remain in effect until such time that its items and provisions are superseded or eliminated by a subsequent Agreement between the two (2) parties.

**INDIVIDUAL CONTRACT**

4366

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

**CONTRACT OF EMPLOYMENT**

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

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

**NORTH MUSKEGON PUBLIC SCHOOLS**

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

1. That this individual contract is made pursuant to and subject to the terms and condition of the Collective Agreement between the North Muskegon Education Association and the Board, and to the extent that the provisions of this contract and said Collective Agreement may be inconsistent, the provisions of said Collective Agreement shall be controlling;
2. The Teacher represents that he/she holds all valid certificates and other qualifications required by law for a Teacher of the District;
3. That said Teacher is employed and hereby agrees to teach in said school district as a \_\_\_\_\_ teacher for the 20 \_\_\_\_ - \_\_\_\_ school year, which shall consist of no more than \_\_\_\_ contractual days;
4. That said Board shall pay said Teacher the sum of \$ \_\_\_\_\_ for said teaching duties;
5. That said Board shall pay the following amounts for extra duties as stated in the Master Agreement, but such duties are not subject to the tenure laws;
 

_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Compensation	\$ _____
6. That said Teacher is hereby retained as a (\_\_\_\_ Tenure Teacher, \_\_\_\_ Probationary Teacher), as defined in the Michigan Teacher Tenure Act, (Act no. 4 of the Public Acts of 1937, extra session as amended).

IN WITNESS WHEREOF, THE BOARD has caused this contract to be executed in duplicate by the Superintendent of Schools, and the Teacher has executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**BOARD OF EDUCATION  
NORTH MUSKEGON PUBLIC SCHOOLS**

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

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

**INDIVIDUAL CONTRACT (continued)**

4366

- A. Individual Contracts
- B. The individual contracts executed between each teacher and the Board are subject to the terms and conditions of this section. It is understood and intended that the provisions of this section take precedence over and govern the individual contracts and that the individual contracts are expressly conditioned upon provisions of this section.

**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 16, 2007 and August 15, 2008.

Board of Education  
North Muskegon Public Schools

North Muskegon Education  
Association

\_\_\_\_\_  
By: William Meier  
Treasurer

\_\_\_\_\_  
By: Karel L. Bailey  
NMEA Chief Negotiator

\_\_\_\_\_  
By: John Weaver  
Superintendent

\_\_\_\_\_  
By: Toni Seyferth  
NMEA President

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

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

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