

*Agreement Between*

*The*

***Muskegon Heights Board of Education***

***and the***

***Muskegon Heights Education Association***

***Affiliate of the Michigan and National Education Associations***

***Master Agreement***

***SEPTEMBER 1, 2006***

***TO***

***AUGUST 31, 2011***

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This Agreement entered into this 24th day of September, 2008, by and between the Board of Education of the City of Muskegon Heights, Muskegon County, Michigan, hereinafter called, the "Board", and the Muskegon Heights Education Association affiliate of the Michigan Education Association, hereinafter called the "Association".

## **PREAMBLE**

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

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

# ARTICLE I

## Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all certified personnel and certificated teachers employed by the Board, including vocational and building trades instructors employed by the school district in the adult education and community education programs for Muskegon Heights Public Schools, but excluding student advisors, job developers, all other employees and instructors employed by private contractors in the Adult Education and Community Education programs. Excluded are administrators, supervisors, athletic director, substitute teachers, maintenance and plant personnel. Further, the Board recognizes the Association as the sole and exclusive bargaining representative in all matters of disputes or grievances which may arise during the term of the Agreement as to application, interpretation, or compliance of either party of its obligations or rights under the Agreement. All employees of the Board covered by this Agreement are hereinafter referred to as "teachers".

## ARTICLE II

### Management Rights

- A. The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the regular school day.
  2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees in compliance with this Agreement.
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  4. To make the final selection of textbooks and other teaching materials, and teaching aids of every kind and nature.
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto, and with respect to administrative and non-teaching activities during school hours, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by The Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

# ARTICLE III

## Teacher and Association Rights

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



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

# ARTICLE IV

## Teacher Protection

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers, with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps as far as possible to relieve the teacher of responsibilities with respect to such pupil.
- B. Complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- D. Teachers are expected to render assistance in maintaining a wholesome living atmosphere in the school building during the regular school day. Teachers should investigate any unusual disturbance among students and should exercise assistance in correcting the disturbance. A request to the participants to stop the disturbance may be sufficient. However, good judgment should be followed at all times. Consequently, it may be necessary to call the Muskegon Heights Police in case of an emergency. If a pattern of disturbances develops or if intrusion into school buildings or school grounds by individuals who are not members of the school community poses a threat to the safety of the students or staff of a particular building, the Board of Education will use its best efforts to promptly provide a level of police protection adequate to meet the demands of the situation. In case of a disturbance, teachers should attempt to notify the principal or if the principal is unavailable, the building office should be notified.
- E. The Board shall distribute rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students to all students and bargaining unit members, as well as make available such rules and regulations within the school community at the commencement of each school year.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- H. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises. This does not include theft or minor personal clothing damage. In the event that a teacher's automobile is damaged by a Muskegon Heights student while the automobile is on school property, the Board will reimburse the teacher in the amount of the deductible up to \$500.

I. In order to ensure the safety of staff and students, the Board will maintain the following school devices and structures in operational condition at all times:

- a. Entrance/exit doors (including windows) and their self-closing and self-locking mechanisms. (Fire exit doors will not be chained closed when students or staff are in the building.)
- b. Fire alarms systems
- c. Fire escapes
- d. School intercoms and classroom emergency call (panic) buttons.

It is understood that the installation and maintenance of the above items is an ongoing process and major structural defects may take longer to remedy as opposed to more minor deviations from optional condition. The Board shall acknowledge the receipt of all repair requests, estimating the date of anticipated repair.

# ARTICLE V

## Special Education

- A. The Board shall inform the Association in writing of all requests for deviations from the rules as set forth in the Michigan Special Education Rules\* pursuant to Rule 34 (R 340.1734)\* and petitions for noncompliance pursuant to Section 1702\* of the School Code of 1976, as amended, MCLA 380.1702\*; MSA 15.41702\*, prior to submitting any such requests to the state. (\*or as amended)
- B. The Board shall provide every building a copy of state and federal laws relating to special education (School Code of 1976, Article 3, Parts 29 & 31, as amended, P.L. 94.142, as amended), the Muskegon Area Intermediate School District plan for delivery of special education programs and services, and all special education rules, regulations and/or guidelines. The aforementioned will be placed in the building libraries or reading resource rooms and will be updated as needed.
- C. The Board agrees that it must abide by the class size and other provisions of this Agreement as well as all applicable state and federal laws relative to the education of special and handicapped students, even though an Individual Educational Planning Committee (IEPC) may mandate a specific program for a student which may place an obligation on the Board for additional resources, classroom space, planning time, and/or other such unanticipated requirements.
- D. Prior to actual placement of a particular special student within the classroom of a regular teacher, such teacher shall have the opportunity to observe such student as well as confer directly with the special education teacher/consultant concerning the student and the plan for integration of said student.
- E.
  - 1. A Classroom teacher who is assigned a "medically fragile" student shall:
    - a. Be provided with a telephone in his/her classroom.
    - b. Be provided a health care aide of the same gender as the medically fragile student and trained to perform any of the needed services, as required by the IEPC.
    - c. Be provided with an alternative plan in the event the health care aide is not available.
    - d. In no event be required to provide said services, without proper training, and then, only in the event of an emergency.
    - e. In no event be required to provide such services to a student where the gender is different than that of the teacher unless there is an adult witness of the same gender as the student present.
  - 2. If the health care aide is absent, a trained substitute shall be provided.

- F.
1. Team teaching in an inclusive education classroom (special education/regular education combination) shall be voluntary. Teachers opting into the program may, upon sixty (60) calendar days notice prior to the end of the school year, request to return to a non-inclusive classroom. Teachers choosing to opt out of an inclusive education assignment will have first priority in filling vacancies which fall into the same grade level category (k-3, 4-6, 7-8 or 9-12) as the position held prior to taking the inclusive education position.
  2. The Board shall provide a minimum of one-half day per month for planning purposes. The Board shall also provide additional released time for team inservice. All inclusive education teacher teams shall be released jointly for such planning and/or inservice. Released time for in-service shall be determined jointly by the Board and Association upon recommendation from inclusive education team members and the Director of Special Education. By October 1, a yearly calendar establishing the dates and times for planning and/or in-service shall be set forth.
  3. When one of the teachers on the team is absent, the Board shall provide a substitute teacher. In the event that a substitute teacher is not provided by the second consecutive day of the teacher's absence, the other teacher on the team shall receive additional pay equal to the current daily substitute teacher rate for each day, beginning on the second day.
  4. If the classroom aide(s) assigned to an inclusive education team teaching classroom is absent, a substitute aide shall be provided. In the event that a substitute aide is not provided by the second day, each teacher on the team shall be paid an additional sum of money equal to one-half the daily rate of the regular aide.

# ARTICLE VI

## School Improvement

The collective bargaining agreement between the parties shall not be modified either formally or informally in connection with the implementation of school improvement process, professional development schools and/or other innovative projects or programs, except as mutually agreed in writing by the Board and Association, through the established negotiations process. Participation in the school improvement process, professional development schools and/or other innovative projects or programs shall be voluntary.

Whereas Public Act No. 25 of 1990 sets forth school improvement as a joint planning and problem-solving process, the teacher representatives of the Muskegon Heights Education Association on the District level school improvement team shall be determined by the Association President. The chair or co-chair of the building level committee shall be elected from the adult stakeholders in the building (parents, community members, teachers, support staff, etc). The length of terms of service and method of selection of chairs shall be determined by the building stakeholders. The Association president shall appoint an Association school improvement chairperson (ASI Chair) to represent the Association officially at district level school improvement functions and to chair the Internal School Improvement Committee.

In order to insure joint planning and problem solving, the District School Improvement Committee, with Board representation, shall communicate the district-wide school improvement plan, including the major district-wide goals, to the Internal School Committee and the building school improvement teams. The Internal School Improvement Committee shall consist of a representative from every building and the ASI Chair.

The Internal School Improvement Committee shall make a report to the Board and District School Improvement Committee in October of each year. This report will assess progress in the past year and identify the goals and strategies for the current year.

Every staff member is encouraged to participate in the school improvement process by serving on the building and/or district school improvement team, a designated committee, a project, etc. district and building administrators will make every effort to make written acknowledgement of employee participation at the close of each school year.

Each building will be allotted a minimum of fifteen (15) hours of released time during the school year to be devoted to collaboration on school improvement. Nine of the fifteen hours shall be scheduled jointly on a District-wide basis by the Board and Association. Individual building improvement committees will meet in September to formulate a plan (times and dates) for the remaining six (6) or more hours released time. That plan shall be submitted to the ASI Chair before September 21. (All plans must meet state-aid requirements for days and hours of instruction.) The Superintendent (or designee) will meet promptly with the ASI Chair to review the plans. Building chairs will receive prompt notice of approval of the plan or suggested revisions of the plan. Every effort will be made to provide all school community members, including parents and students, with timely notice of the approved school improvement schedule.

Each building school improvement committee will be allotted an amount of money equal to \$12.50 per student for school improvement. (For example, a 200 student building would receive 200 X \$12.50 or \$2,500.) The money could be used by the building school improvement committee to implement portions of the school improvement plan, facilitate the improvement process, reimburse the cost of substitute teachers when regular teachers are involved in staff development activities growing out of the school improvement plan, etc.

In September of each year the Internal School Improvement Committee shall meet with the District School Improvement Committee, with Board representation, to discuss yearly expectations for school improvement. At this meeting a district time line for the year will be developed.

Communications concerning school improvement between the Board of Education and the members of the Muskegon Heights Education Association shall be channeled through the ASI Chair, in addition to other communication channels. If meetings of the District School Improvement Committee are scheduled during the instructional day, a substitute teacher will be secured for the ASI Chair and he/she will be released from classroom responsibilities in order to attend the meeting. If no substitute is found to the ASI Chair, said meeting will be postponed.

In the event that building school improvement committees restructure their school day (week) in order to increase the amount of time available for collaboration, it is understood by the Board and Association that such time gained through restructure will be added to the fifteen hours of released time cited in this article. All plans for restructure must be approved by formal letter of agreement between the Muskegon Heights Board of Education and the Muskegon Heights Education Association.

Attendance at school improvement sessions which occur during the school day shall be mandatory.

# ARTICLE VII

## Professional Dues, Financial Responsibility Fee And Payroll Deductions

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association which sum shall be as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Board shall deduct a portion of such dues from each regular salary check of the teacher each pay period for twenty (20) pay periods beginning the first pay period in September.

In the event a teacher who has exhausted his/her paid sick leave returns to work after an unpaid absence, the Board will deduct the remaining dues from the remaining pays in equal (pro-rated) amounts up to twenty (20) deductions on the year.

If a member chooses to terminate membership for a period of time, or is eligible to switch to reduced dues, The Association shall inform the Board of the amount of reduction or directly reimburse the member. The membership chairperson of the Association shall be responsible for such notice.

- B. 1. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
2. With respect to annuities, upon proper billing the Board shall pay the amounts billed to the appropriate companies and/or agencies within ten (10) working days following the receipt of the bill.
- C. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- D. 1. Each bargaining unit member shall, as a condition of employment, (1) within thirty (30) calendar days of the beginning of their employment or by October 1, of each year, whichever is later shall have joined the Association and authorize deduction of membership dues pursuant to section A above, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objection to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee, or may pay such fee in cash directly to the Association. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, as herein provided, the employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for



discharge from employment. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. Pursuant to *Chicago Teachers Union v. Hudson*, 106 S CT 1066 (1986), 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 remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
  3. The Association, in all cases of discharge for violation of this article shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.
  4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this section relating to the payment or non-payment of the Representative Fee by non-members shall be activated thirty (30) days following the Association's notification to the non-members of the fee for that given school year.
- E. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- F. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any cost or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  2. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

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



B. Teachers' Lunch Periods:

All teachers shall be entitled to duty-free, uninterrupted lunch period each day of not less than thirty (30) minutes.

C. Teachers' Preparation Periods:

1. Elementary:

- a. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

For the 1999-2000 school year K-6 elementary classrooms will receive instruction from teaching specialists (music, health, physical education, art, etc.) a minimum of three times per week in sessions of not less than thirty (30) consecutive minutes. For the 2000-2001 school year and thereafter, K-6 elementary classrooms will receive instruction from teaching specialists a minimum of five times per week. Programs taught by teaching specialists will be provided to all elementary teachers (K-6) on an equitable basis. The District shall provide the Association with the teaching specialists schedule on a yearly basis.

When school improvement, title one, or similar programs are on Friday, pre-school and pre-primary impaired teachers will be allowed to use an equitable portion of the school day (Friday) for planning.

Any classroom teacher denied preparation time associated with this section shall be compensated at the rate of one tenth of BA base per diem for each session missed.

- b. The district will, where and when possible, provide additional instructional personnel in the district's elementary schools for the purpose of providing broadened educational opportunities for the students while at the same time ensuring a commensurate amount of time for instructional planning.

2. Middle School:

Forty-five (45) consecutive minutes daily.

3. Senior High School:

Fifty-five (55) consecutive minutes daily.

4. Special Subjects:

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

D. Class Size (Effective September 1, 1984)

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

1. Kindergarten and Early Elementary  
(Grades K - 3)          25 pupils
2. Later Elementary  
(Grades 4 - 6)          28 pupils
3. Special Classes for all handicapped or mentally retarded children shall conform to the mandatory regulations of the State of Michigan Special Education Code.
4. Class size per teacher in the secondary schools shall be 28 students but, in no instance, be more than equipment and facilities permit in such departments as industrial arts, fine arts, homemaking, etc.
5. Pre-School    20 pupils
6. Remedial Reading K - 8                          20 pupils
7. Remedial Reading 9 -12                          25 pupils
8. Exceptions to class size provisions as outlined in (D. 1-7) preceding shall be as follows:
  - a. Where team teaching is used, class size shall be determined by the principal and teachers involved.
  - b. Guidelines may be exceeded, where necessary, by up to three (3) students. However, whenever these guidelines are exceeded by more than three (3) students in one class, or daily class load, a committee consisting of the affected teacher or teachers, a representative of the Association, the building principal(s) and/or other administrators shall meet to resolve the problem or problems.
  - c. Class size guidelines shall not apply to music ensembles, physical education classes or study halls.

- d. It is recognized by both parties that the track system in secondary schools allows some classes to operate at twenty (20) or less students while accelerated classes may operate at thirty-five (35) students. If those teachers in an affected department or departments prefer to work under this arrangement instead of those guidelines outlined for secondary schools, both parties agree they have the right to do so with the approval of the building principal and the Association. (The daily teaching load in the secondary schools shall not exceed one hundred forty (140) students per day unless such excess is caused by exceptions outlined in D.8 b. of this Article).
9. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers believing that such students are assigned to their classes, may request that these students be transferred and shall present arguments for such requests to the Board. Upon determining that such students require specialized classroom experience, the Board will make every effort to place these students in the appropriate specialized classroom.

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

10. Educational Issues Committee: See Appendix I.
11. The Board shall strive to eliminate significant variations of class size from morning to afternoon in kindergarten and from teacher to teacher in the same grade categories.

# ARTICLE IX

## Working Conditions

- A. Whenever possible the Board of Education will attempt to facilitate preparation of materials for lessons by granting teachers access to classrooms. It is understood that such access may not interfere with the normal duties of maintenance and custodial staff.
- B. The Board will strive to make classroom ready for instruction and accessible to teachers during the week prior to the official opening of school.
- C. The Board will supply and maintain a staff workroom in each school building if space allows.
- D. Lesson plans
  - 1. Lesson plans are intended for use in one or more of the following ways:
    - a. Meeting the demands of the curriculum
    - b. Referencing other documents or sources such as textbooks, or curriculum guides
    - c. Planning for the best use of instructional time
    - d. Recording calendar items which have an impact on the classroom
    - e. Keeping a record of classroom activities and their effectiveness for use in improving subsequent lessons
  - 2. Considering the above factors the following procedures will be observed in connection with planning books and lesson plans.
    - a. Plans or a photocopy of those plans will be made available to the principal on Monday of the week in question.
    - b. Should a principal/program director have a question as to the intent of the plans or the meaning of various symbols or abbreviations, he/she will discuss the matter with the teacher involved.
    - c. Teachers will not be asked to copy objectives into the lesson plan book if those objectives are referenced and identified from another source, such as those which appear in the District approved textbooks or curriculum guide.
    - d. Each teacher must use a District approved format for planning. Building principals must monitor and approve the use of formats if there is any variation from the District approved format(s) (i.e. lesson plan books).

- e. When a teacher knows in advance that an absence will occur, a copy of the weekly plan and any special instructions will be provided for the substitute teacher.
  - f. If an unforeseen situation arises which results in a teacher's absence, the teacher will make a reasonable attempt to supply alternative lesson plans if the original plans are not suitable for use by a substitute. At the secondary level, a set of emergency lesson plans shall be prepared in advance, labeled, and available to the substitute.
- E. The Board will make every attempt to ensure that materials requisitioned by teachers in the spring are ordered in sufficient time to be available to teachers during the established room preparation times at the start of school in the fall.



# ARTICLE X

## Teacher Evaluation and Progress\*\*

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be appraised in specific terms of the teacher's responsibilities. The criteria for teacher evaluations shall include:
  - 1. Knowledge of subject matter.
  - 2. Techniques of instruction.
  - 3. Classroom Management.
  - 4. Relationships with pupils, parents, and colleagues.
- B. The Board and the Association recognize that classroom teachers are not the sole educators of children. It is recognized that the home and community make important and valuable contributions to the academic achievement of children and that adverse economic and social conditions may hinder the achievement of children. However, adverse economic or social conditions experienced by students in no way diminish the responsibility of educators to provide efficient and effective instruction.
- C. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observation of the teacher's work and by providing written summaries of those observations together with any recommendations the administrator may have for the teacher.
  - 1. The first formal observation of probationary teachers shall take place prior to the third Friday in October; the second formal observation shall take place prior to the second Friday in January, and the third formal observation shall take place prior to the first Friday in March.
  - 2. Tenured teachers shall be formally evaluated a minimum of once every three years. In the event that any portion of a tenured teacher's evaluation is unsatisfactory, that teacher shall be evaluated every year until such time as the deficiencies have been corrected.
- D. Teacher evaluations shall be made with the full knowledge and cooperation of the teacher and shall be signed by the teacher. Such signature shall indicate knowledge of, but not necessarily agreement with, the evaluation. All monitoring or observation of the work of a teacher shall be conducted openly with the knowledge of the teacher.
- E. Each teacher shall have the right to respond in writing to evaluations and such response shall be attached to said evaluation and become a permanent part of the teacher's personnel file.
- F. Each teacher shall have the right, upon request, to review the contents of his/her personnel file, including administrative evaluations, written complaints and commendations.

- G. Privileged and confidential information and related personal references are exempted from such review.
- H. Exemptions as stated in (G) of this Article shall pertain only to information relative to recommendations from universities, colleges, confidential reports and all other pre-labeled confidential reports received as a condition of employment.
- I. A representative of the Association will be allowed, upon request of the teacher, to accompany the teacher in such review.
- J. Each formal observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives methods, and materials planned for the teaching-learning situation during which the teacher is to be observed.
- K. A formal observation of the teacher shall be for not less than one class period or the duration of a particular teaching unit.
- L. The administrator shall prepare and submit a written report and recommendations to the teacher within ten (10) days of the observation.
- M. Upon request of the teacher, the administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendation.
- N. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- O. No later than March 15th of each probationary year, the final written evaluation report for probationary teachers, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association.
- P. The instructional leader (principal) may provide for informal observations of teachers in order to facilitate technical assistance, guidance and continuity in delivery of instructions. Informal observations may be conducted by the Director of Curriculum, Director of Special Services and the Director of State and Federal Programs. Informal observations may be used to provide positive feedback to the teacher, to monitor program implementation, and/or to provide technical assistance. In no event shall informal observations be a part of the bargaining unit member's evaluation.

\*\* See Appendix D-1: Teacher Evaluation Report form which shall be the instrument utilized for all teacher evaluations in the District.

# ARTICLE XI

## Teacher Qualifications

### Assignments and Transfers

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, or a provisional, provisional renewal, permanent, professional, emergency permit, or vocational certificate.
- B. When a certified teacher working on a daily substitute basis is responsible for the same teaching assignment for a period exceeding twenty-five (25) school days, such teacher shall receive full contractual compensation. Maximum placement on the appropriate salary schedule for prior teaching experience shall not exceed five (5) years.
- C. Teachers shall be given written notice of their assignments for the forthcoming school year no later than August 1.

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

- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Article XVIII and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.
- E.
  - 1. Transfers\* The word "transfer" shall mean a change in:
    - a. Building assignment.
    - b. Assignment in pre-school through grade 3 to grades 4 through 6 or vice versa.
    - c. Assignment from subject area(s) within a teaching major to assignment to subject area(s) in a teaching minor unless such assignment was the result of reduced course offerings.
    - d. Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
    - e. Special Education assignment such as learning disability, emotionally impaired, social worker, psychologist, speech therapist, etc.
  - 2. Involuntary transfers may only be made if:
    - a. The teacher's position is eliminated and/or significantly reduced.

- b. The performance of the teacher has been unsatisfactory.
  - c. Situations beyond the control of the Board or administration, such as change in student enrollment and/or course selection, arise and are not expected to reoccur.
  - d. Such transfer will ensure the employment of the most senior teachers, including the recall of such teachers from layoff or return from leave.
  - e. Therefore, the parties agree that involuntary transfers are an appropriate method to be utilized when necessary to maintain the employment and/or effect the re-employment of the most senior teachers, provided such teachers possess required certification and qualification per this Agreement.
  - f. In the event that an involuntary transfer is necessary because of a position being eliminated, the teacher in that grade level or grouping, or major subject area of assignment with the least seniority shall be the teacher transferred.
3. Since the frequent transfer of teachers from one school to another or one grade to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- F. In the event that transfers of teachers appear to be necessary, the teacher will be notified of such transfers in writing, at the earliest possible date.
- G. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made, in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be resubmitted each year to assure active consideration by the Board.
- H. Teachers shall be “Highly Qualified” for their assignments as required by state and federal laws and as described in the Elementary and Secondary Education Act (ESEA) as amended.

# ARTICLE XII

## Vacancies and Promotions

- A. A vacancy shall be defined for the purposes of this Agreement as a position within the bargaining unit presently unfilled, newly created positions, positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days and/or a position(s) vacated for whatever reason by a member of the bargaining unit.
- B. All such vacancies occurring within the bargaining unit shall be posted on a designated bulletin board in each District building along with a copy of such posting to be forwarded to the Association. Positions as above described shall be posted at least ten (10) school days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the personnel office. Said positions shall be filled by the certified applicant with the greatest bargaining unit seniority who is qualified\* for same. A bargaining unit member on leave or layoff from the District shall be considered to have fulfilled all requirements pertaining to "applying for such position in writing", and shall be given first priority to fill such vacancies, provided he/she is eligible to fill same.
- C. In filling vacancies, the following provisions shall govern:
  - 1. The vacancy shall be filled by recall of a teacher on layoff or leave from this School District. If there is no teacher on layoff or leave from this School District certified for the vacancy, the following provisions shall govern:
  - 2. If a teacher on the staff applies and is certified and qualified for the vacancy, said teacher shall be granted the position. If two or more teachers on the staff apply for the vacancy, the teacher with the greatest seniority (as defined by the lay-off provisions of this Agreement) that is certified and qualified for the vacancy shall be granted the position. If the vacancy occurs after the beginning of the school year, the Board is not required to fill the vacancy by transfer during that school year. At the beginning of the next school year the position will once again be treated as a vacancy.
  - 3. If the vacancy is not filled by the above provisions, the Board may fill the vacancy from any source.
- D. During the summer months when regular school is not in session, the Board will post in the personnel office all vacancies as above described and shall also forward at the same time copies of said vacancies to the Association and to all bargaining unit members who have made prior request to be notified of summer vacancies. Positions so posted shall remain posted at least fifteen (15) calendar days prior to being filled. Positions which become vacant after August 1 shall remain posted at least ten (10) calendar days prior to being filled. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis.

\*"Qualified", as used herein, meaning as such word is defined and applied per Article XI, H of this Agreement.

# ARTICLE XIII

## Department Chairpersons - Duties and Responsibilities

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

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

# ARTICLE XIV

## Lead Teachers and Mentor Teachers

### Section 1. Lead Teacher

Regular lead teacher positions are those which exist in buildings in which the principal is absent due to illness, out-of-town conferences or because the principal serves more than one building.

General description of duties and responsibilities of lead teacher shall include but are not limited to the following:

1. Responding to emergencies and when necessary calling the police, fire department, medical professionals, etc.
2. Working with teachers and staff on student referrals.
3. Meeting with parents and visitors.
4. Carrying out those necessary tasks in order to provide for the management and supervision needed for building operations.

### **Responsibilities of the Board**

The Board shall make available to lead teachers those guidelines and policies necessary for building operations.

The lead teacher shall not be assigned to discipline or evaluate other bargaining unit members.

Selection: The lead teacher shall be appointed by the Board of Education.

Pay: Teachers designated as lead teacher shall receive one-sixth (1/6) of the teacher's regular per diem salary for each day of assumed responsibility.

Substitutes: If conditions arise which necessitate the lead teacher being away from his/her classroom for extended periods of time, the Board will employ a substitute to cover.

### Section 2. Mentor Teachers

- 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 at four per cent (4%) of the BA base at step one.

2. Mentor teachers shall be from one of the following sources:
    - a. Tenured bargaining unit members with seven (7) or more years of satisfactory teaching experience.
    - b. Retirees of the Muskegon Heights Public Schools who, at the time of their retirement, had completed seven (7) or more years of satisfactory teaching experience.
    - c. College or university instructors with seven (7) or more years of teaching experience in K-12 public education.
  3. Mentor teachers shall be selected from a list of applicants for the position. The list shall be reviewed by the Association. Mentor teacher positions shall be posted not later than the first day of each school year. The posting shall be for the purpose of developing the list of qualified applicants from which all available mentor teacher positions shall be filled. Mentor teachers shall be selected from the list of qualified applicants within twenty (20) working days from the first day of school or within twenty (20) working days from the date of hire of a probationary teacher entitled to a mentor, whichever is later. To the extent possible, mentees shall be assigned mentors working within their building and area(s) of certification. In the event a vacancy cannot be filled because of a lack of mentor teacher applicants, the Board may fill the vacancy from any source.
- B. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, information and a voice of experience and insight, in a non-threatening collegial fashion.
- C. A mentor teacher shall be assigned in accordance with the following:
1. Participation as a mentor shall be voluntary.
  2. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher, mentee, and Administration after three (3) months. If the mentor teacher or Administration feel it would be in the best interest of the mentee to make a change, a new mentor teacher shall be assigned at the beginning of the next semester. At the end of each year, the match will be reviewed by the mentor teacher, mentee and Administration. Renewal of the appointment may be made by the mutual agreement of the Administration and the mentor teacher.
  3. Because the purpose of the mentor/mentee relationship is to acclimate bargaining unit members and to provide necessary assistance toward attaining quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee, nor shall the mentee be called as a



witness in any grievance or administrative hearing involving the mentor teacher except as required by law.

4. In addition to other responsibilities, mentor teachers shall take part in mentor teacher inservices as provided by the MAISD through the Muskegon County Mentor Teacher Academy or comparable inservice as provided by alternate sources.
- D. A mentee shall be defined as a bargaining unit member in his/her first three (3) years in the classroom. Each mentee shall be assigned a mentor teacher.
- E. Teacher mentees shall be assigned in accordance with the following:
1. Each teacher in his/her first three years in the classroom or in his/her first year in a new curriculum area shall be assigned a mentor teacher. A mentee shall only be assigned to one (1) mentor teacher at a time.
  2. Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.

# ARTICLE XV

## Paid Leave of Absence

### A. Sick Leave

1. Each teacher employed by the Board of Education shall be allowed ten (10) school days sick leave each year at the earned rate of one (1) day per month of employment.
2. Unused sick leave shall be cumulative up to and including two hundred (200) days.
3. One does not accumulate sick leave in excess of two hundred (200) days.
4. A doctor's certificate may be required as evidence of illness.
5. No sick leave may be used by an employee before he/she has earned such sick leave.
6. Deductions made for illness when the teacher has not accumulated sick leave to cover the illness shall be repaid to the teacher at the end of the employee's work year provided that the sufficient days have been accumulated to cover such sick leave.
7. Deductions shall be made on a per diem basis for forty (40) work weeks or two hundred (200) days.
8. Each employee is allowed five (5) days of the ten (10) days sick leave in case of critical illness of a member of the immediate family. The Board may require a doctor's certificate as evidence that the illness is critical.
9. Men shall be allowed to use up to five (5) days of accrued sick leave for the birth or adoption of a child. If time needed to care for a child exceeds five (5) days, the provisions of the Family Medical Leave Act shall be applied.
10. Teachers shall be notified of accumulated sick days at the beginning of each school year, not later than October 15.
11. Any teacher whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay for such time as is necessary for complete recovery.
12. Teachers will have the option to use or not to use their paid sick leave for any period of eligibility. In the event the teacher chooses not to use their paid sick leave, he or she shall be granted a leave of absence without pay.
13. Employees are allowed leave according to the provisions of the Family Medical Leave Act.

B. Maternity Leave

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

C. Funeral Leave

1. Not deducted from sick leave.
2. Each employee is allowed five (5) days absence for a funeral in the immediate family: mother, father, brother, sister, son, daughter, wife, husband, mother-in-law, father-in-law, step-parents, step-children, grandparents, or a member of the employee's household.
3. Each employee is allowed one (1) day to attend the funeral of a relative, i.e., brother-in-law, sister-in-law, uncle, aunt, nephew, niece, or cousin.

D. Personal Leave

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

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

E. Personal Business Days

1. Personal leave of two (2) days each school year is to be used at the employee's discretion.
2. The Office of Human Resources must be informed three (3) days in advance of a known absence, except emergencies.
3. Personal business days shall be cumulative up to and including four (4) days. Unused days in excess of the four (4) days shall accumulate as sick leave.

F. Association Business Leave

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

G. Jury Duty

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

## ARTICLE XVI

### Leave of Absence: Unpaid, Sabbatical and Leadership Intern

#### A. Unpaid Leave of Absence

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

1. Illness.
2. Professional study, not to exceed twelve (12) months with a twelve (12) month renewal, however in no event to exceed a total of twenty-four (24) months.
3. Travel, not to exceed twelve (12) months.
4. Enlistment or conscription in the armed services of the United States.
5. Other reasons as determined by the Board.
6. Temporary leave of absence will be without pay unless otherwise stipulated and for not more than one year, unless otherwise required by law.
7. A written leave of absence must call for return date and the intent of the teacher for the next term or semester.

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

#### B. Sabbatical Leave

Pursuant to Section 572 of the School Code of 1955, as amended, teachers employed in the Muskegon Heights School District shall be granted a sabbatical based on the following criteria:

1. The teacher must have been employed in the district seven (7) or more years.
2. The teacher must participate while on sabbatical in one of the following:
  - a. A program at an institute of higher education. (Not necessarily a degree program).
  - b. A program of internship with business, industry, or education.
  - c. Other endeavors as pre-approved by the superintendent.

Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying seniority and the salary schedule set forth in Schedule A of this Agreement. A teacher will receive no wages but shall continue to receive MESSA Super Care 1 Health insurance at the two person rate and term life insurance as provided in the contract.

At no time shall more than two (2) teachers be on sabbatical leave at one time.

Teachers receiving a sabbatical leave will continue their employment with the Board for a period one (1) year following the leave. Teachers who do not return to the District for employment after their sabbatical leave will repay the Board the fringe benefit cost paid during the sabbatical, except if the reason for not returning is beyond the teacher's control such as ill health, family illness, or tragedy.

Upon return from sabbatical leave, the teacher shall be restored to his/her former position or accept a voluntary transfer to another position.

Applicants are required to submit a written application as provided in the contract (Appendix K) not later than March 1 in the year preceding the leave. Applicants will be granted sabbatical leave in chronological order according to date of application.

C. Leadership Intern Leave

A teacher may request and be granted a leave of absence from their bargaining unit position for a period not to exceed one year to pursue an interim leadership position with the Muskegon Heights Public Schools. The bargaining unit member will retain seniority in the bargaining unit and receive salary schedule experience credit for the time spent on a leave granted under this section.

# ARTICLE XVII

## Professional Grievance Procedure

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

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

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

grievance within ten (10) work days of the receipt of the grievance by the Board. The Board shall render its disposition of the grievance no later than ten (10) work days following the conclusion of the meeting with the Personnel Committee. A copy of the disposition shall be transmitted to the Association.

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

See Appendix C: Grievance Report Form.

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



# ARTICLE XVIII

## Part A

### Professional Compensation (Salary, Reimbursements, and Retirement)

A. Salary Schedules: (See Appendix A-1)

The per diem schedule and pay for specific responsibilities is listed in Appendix A-2.

The salary schedule shall be adjusted by the following percentages for each year of the contract:

2006-2007 0.5% (on schedule only)  
2007-2008 0.75% (on schedule only)  
2008-2009 1.5%  
2009-2010 1.75%  
2010-2011 1.5%

- B. The BS Schedule shall apply to all teachers possessing a Baccalaureate Degree from an accredited college or university or holding Provisional, Permanent, or Vocational Teaching Certificates.
- C. A certified teacher, as described in B of this Article, who does not possess a Baccalaureate or higher degree shall, upon reaching the 8th step (year) of experience on the BA Salary Schedule, be frozen on said step (year) until such time as a Baccalaureate Degree is earned from an accredited college or university.
- D. Advancement on the salary schedule for additional credit hours, step or placement on a new salary column due to attainment of a degree, an advanced degree or required graduate credit hours, shall be effected twice each school year -- at the beginning of each semester -- and the appropriate pay schedule shall be applied at these times.
- E. Teachers who volunteer to assume and are subsequently assigned an extra teaching and/or work assignment for the school year during their preparation-planning period or as an extension of the school day (either before or after school) shall receive compensation as follows:
1. Daily: One fifth of the highest daily substitute rate paid by the District.
  2. Semester or Yearly: One sixth of the individual's annual salary or as appropriately pro-rated.
  3. For programs designed for enrichment and/or skill enhancement, apart from the established curriculum and occurring outside the contractual school day, the rate of pay shall be one fifth of the BS base per diem rate for each hour of work.
- F. If the Board requests that teachers participate in in-services which are necessary to the proper performance of the teacher's job and these in-services are not held during the regular school day, the Board will reimburse the teacher at one-half of the teacher's per-diem rate of pay. If the

Board requests that a teacher present such an in-service, the teacher will be paid at two-thirds of his/her contractual per-diem rate. If such an in-service requires a teacher to be away from his/her home overnight, the teacher will be paid at two-thirds of his/her per-diem rate.

G. Extra Duty Compensation: (See Appendix B for listing of positions and compensation).

1. Vacancies and/or new positions shall be filled in accordance with the provisions of Article XII of this Agreement.
2. If, following the posting of such job vacancies and/or new positions, no teacher has applied for the extra duty assignment the position may be filled by an individual outside of the bargaining unit provided that the Association is notified prior to such appointment and provided with full particulars. Any appointment of a non-bargaining unit member to an extra duty assignment shall be valid only for the particular school year during which or for which the appointment was made, and such position shall be treated as per Section 1 above for the next school year (i.e., position declared vacant and open to bargaining unit members).
3. The District may, prior to April 1<sup>st</sup> of each school year, declare up to 5 positions exempt from the provisions of subsection 1 and 2 above. A position declared exempt by the district may be filled by personnel from inside or outside the bargaining unit as follows:
  - a. The position may be filled without regard to bargaining unit seniority.
  - b. Association members will be given reasonable preference for exempted positions. All certified/qualified applicants for the position from within the bargaining unit shall be interviewed and after the interviews have been completed, the assignment shall be awarded to the best-qualified applicant.
  - c. All exempt positions shall be annual appointments.
  - d. Evaluations of exempt positions shall be done annually by the supervisor from established objective criteria. Such criteria shall be published prior to the posting of the position.
  - e. Once the District no longer exempts a position, it will be posted and awarded to the most senior qualified bargaining unit member applicant in accordance with subsections 1 and 2 of this article.
  - f. The Board or its designee shall notify the President of the Association by April 1<sup>st</sup> of each year as to which exemptions will be in effect for the next school year. Failure to make timely notification under this section shall result in the loss of the exemption(s) for that year only and the previously exempted position(s) will be posted in conformation with Section G. 1,2.
4. Bargaining unit members in Schedule B positions shall be evaluated periodically using a form mutually agreed upon by the Board and the Association, to be designated as Appendix D-2.

In the event that any portion of the bargaining unit member's Schedule B assignment evaluation is unsatisfactory, the evaluating administrator must recommend measures to correct unsatisfactory areas. Areas of deficiency, not noted in the subsequent year's evaluation, will be considered to have been corrected.

If after proper evaluation, a bargaining unit member's overall performance in an extracurricular position is found to be unsatisfactory, the bargaining unit member's service in that particular position may be terminated with due process and for just cause. In the event that a bargaining unit member grieves his/her dismissal from an extracurricular position, the Board may fill that position on an interim basis until the grievance is resolved. If the bargaining unit member is not restored to the position as a result of the grievance procedure, the position shall be treated as a vacancy. Any member who, following due process, is dismissed from a Schedule B position will not be eligible to apply for that or an equivalent position for two school years.

A bargaining unit member shall not be held accountable for meeting special responsibilities or requirements or performing specific tasks if he/she has not been apprised in a timely manner of those responsibilities, requirements, or tasks. Evaluation in a Schedule B extracurricular assignment shall not affect a bargaining unit member's evaluation in a regular duty assignment.

H. Longevity:

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

I. Computation of Experience:

Experience shall be computed on the following basis:

1. Any teacher who begins work as a bargaining unit member during the first semester of a school year shall receive credit for one full year of experience on the salary schedule.
2. Any teacher who begins work as a bargaining unit member on or after the first day of the second semester shall remain on their initial step until the end of the next school year.
3. All teachers with outside teaching experience will be placed on a step of the Muskegon Heights Salary Schedule.

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

J. Mileage Reimbursement:

Teachers required in the course of their work to drive private automobiles shall receive a car mileage allowance equal to the current allowance, as established by the Internal Revenue Service. The same allowance shall be given for use of personal cars for field trips or other business of the District. The employer shall provide automobile liability insurance protection for bargaining unit members when their personal automobiles are used as provided in this section.

(This provision shall not be interpreted to mean or imply that a teacher may be required or requested to transport students in a non-school owned vehicle. Under no circumstances shall a teacher be required or requested to perform such service for students, parents or other personnel in the District.)

K. Pursuant to Public Act 244 of 1974, the Board shall pay, on behalf of each teacher in the District, appropriate monies for retirement to the Michigan Public School Employees' Retirement System.

L. Adult Education

1. A full-time adult education staff position shall consist of thirty (30) hours.
2. The board shall provide ten (10) minutes of paid preparation time for every hour of instruction. The preparation time shall be in a block of no less than thirty (30) consecutive minutes.
3. An adult education professional staff member shall receive his/her regular compensation for all required in-service meetings and activities.
4. Adult education professional staff shall receive full compensation for any classes cancelled because of inclement weather or other "Act of God" days.
5. Adult education professional staff shall not be required to use a time clock.

# ARTICLE XVIII

## Part B

### Professional Compensation (Fringe Benefits)

- A. The Board shall provide without cost to the full-time teacher the following MESSA-PAK for a full twelve (12) month period for the teacher and his/her eligible dependents as defined by MESSA. The employer shall sign an Employer Participation Agreement.

Full-time teachers not electing MESSA-PAK Plan A shall select MESSA-PAK Plan B. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group.

Effective December 1, 2005 until November 30, 2008, the MESSA PAK shall be as follows:

#### PLAN A - For teachers needing health insurance

Super Care I	\$100/200 Deductible, \$5.00 traditional Rx Program with Wellness Rider (includes \$5000 Basic Term Life with AD&D)
Delta Dental Plan	80/80/80/80; \$1500, \$2000 Class I, II & III Max.); Cleanings: 2; Adult Ortho, COB
Negotiated Life	\$45,000, \$45,000 AD&D
Vision	VSP – 3 Plus

#### PLAN B - For teachers not needing health insurance

Delta Dental Plan	80/80/80/80; \$1500, \$2000 Class I, II & III Max.); Cleanings: 2; Adult Ortho, COB
Negotiated Life	\$ 50,000, \$50,000 AD&D
Vision	VSP – 3 Plus

In addition, those selecting Plan B may apply the equivalent of the MESSA Super Care 1 individual teacher's single subscriber premium toward any of the MESSA or MEA-FS tax-free options, including MEA-FS IRS approved tax deferred annuities. The dollar value of the single subscriber premium shall be available for the described options and/or annuities or be available as cash in lieu of subscribing to Plan B. If a husband and wife are members of the same bargaining unit, one will be eligible for Plan A and the other for Plan B.

Effective December 1, 2008, the MESSA PAK Plan A shall be as follows:

Health Plan*	Choices II -or- Super Care I, \$100/200 Deductible, \$5.00 traditional Rx Program with Wellness Rider (includes \$5000 Basic Term Life with AD&D)
Delta Dental Plan	80/80/80/80; \$1500, \$2000 Class I, II & III Max.); Cleanings: 2; Adult Ortho, COB
Negotiated Life	\$45,000, \$45,000 AD&D
Vision	VSP – 3 Plus

\*Choices II is fully paid by the Board. If the employee elects SuperCare I health coverage, the employee will pay the additional cost above Choices II.

Plan B shall remain the same as above.

- B. In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through the following September 30th. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage the Board shall continue payments of the applicable premiums through September 30th of that year.
- C. The open enrollment period shall be jointly established by the Board, the Association, and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amount increase or decrease affecting the benefit package.
- D. When necessary, premiums in behalf of the teachers shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- E. The School Board shall be responsible for providing insurance information including applications and claim materials.
- F. Payroll deduction shall be available for all MESSA, MEA-FS and MEA programs.
- G. The obligation of the Board to provide the above insurance to any teacher shall, notwithstanding this Section, terminate at the end of the month which the teacher's services were terminated. If the termination occurs at the end of the school year, the insurance will be continued for the full twelve (12) month contractual period.
- H. 1. Bargaining unit members employed less than full time shall receive health insurance benefits (MESSA's Choices II or Super Care 1) in accordance with the proportion of time worked. This section shall not apply to bargaining unit members employed by the Board on or before September 1, 1984.

2. The Board shall provide without cost to the less than full time bargaining unit member, MESSA/Delta Dental Plan with orthodontic rider, including internal and external coordination of benefits (COB), for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.
  3. The Board shall provide without cost to the less than full time bargaining unit member MESSA full family VSP-3 Plus to all bargaining unit members and their dependents (including sponsored dependents).
  4. The Board shall provide without cost to the less than full time bargaining unit member Term Life Insurance protection with AD&D in the amount of \$45,000 that will be paid to the bargaining unit member's designated beneficiary. If the bargaining unit member becomes totally disabled from any cause before reaching the age 60, the life insurance will be continued for the duration of his/her total disability without payment of further premiums regardless as to whether or not the carrier is still in force. If the bargaining unit member dies before the total disability ceases, the face amount of the life insurance shall be paid to his/her beneficiary.
- I.
1. Adult basic education bargaining unit members who work at least thirty (30) hours per week shall be eligible for all benefits and rights set forth in this article.
  2. Adult basic education bargaining unit members who work at least eighteen (18) but less than thirty (30) hours per week shall be eligible for all benefits and rights set forth in this article except those found in Section A above.
  3. Adult basic education bargaining unit members working less than eighteen (18) hours per week shall not be eligible for any benefits or rights under this article.

# ARTICLE XIX

## Reductions in Personnel and Recall Procedures

- A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this District shall be merged or combined.
- B. In the event that this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. Teachers shall not be discharged or laid off pursuant to a necessary reduction in personnel unless one or more of the following factors prevail:
  - 1. There is a substantial decrease in the number of students enrolled in the School District.
  - 2. Program elimination or reduction.
  - 3. Substantial decrease in the revenues of the District.
  - 4. Substantial increase in expenditures without a corresponding substantial increase in revenues.

No teacher shall be laid off during the school year without just cause. The employer will make every effort to notify teachers subject to layoff for the subsequent school year in writing at least sixty (60) calendar days prior to the last teaching day of the current school year. In no case shall there be a layoff without a fifteen (15) day notice to the teacher. The Association shall be notified prior to the notices being distributed to affected teachers.

- D. Laid-off teachers who are available for a coaching assignment and who held that coaching assignment in the preceding year will be given first consideration for employment in that position.
- E.
  - 1. Before the Board makes any reduction in personnel, it will first inform the Association regarding the effects of such reduction at least five (5) days prior to the layoff notices going to teachers.
  - 2. A teacher notified of layoff shall have the right to bump another member of the bargaining unit who is the least senior teacher within the teacher's certification subject to the following:
    - a. Adult education bargaining unit members have bump rights within adult education except that a full time pre K-12 teacher with an adult education assignment (overload) may bump only after layoff from the full time pre K-12 position.
    - b. The loss of overload on the part of a full time pre K-12 education teacher does not trigger the right to bump.



- c. A pre K-12 teacher who is not on the adult education seniority list described in sub-section K.1.C. below, may bump an adult education teacher whose name appears below the original adult education list integrated into the main seniority list as set forth in sub-section K.1.B. below.
  - 3. Last to be laid off from the bargaining unit shall be the Chairpersons of the Association's Grievance Committee and Negotiations Committee, the President, Vice-President, and Treasurer of the Association provided that such persons are fully certificated to fill positions available. These Association leaders shall be exempt from bumping.
  - 4. Changes in a teacher's certification after the first work day of the next school year following layoff shall not permit the teacher to be recalled by bumping.
  - 5. Bumping, seniority and recall rights shall be eliminated after 48 months absence for any reason, unless otherwise agreed to by the parties.
- F. In the event that a reduction of staff is deemed necessary, leaves of absence, without pay, will be granted to any and all teachers affected by such reduction. These leaves of absences shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher. A teacher may elect to take and will be granted leave of absence during the staff reduction irrespective of his/her position on the seniority list.
- G. During said leave of absence such teacher's seniority shall remain unbroken despite such leave and his/her accumulated sick leave shall not be canceled but shall remain credited to him/her.
- H. During said leave of absence such teacher shall not receive his/her insurance benefits at the Board's expense, but may elect to continue his/her insurance benefits by paying the premium at the payroll office. This section is contingent upon approval by the respective insurance carrier.
- I. Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed services.
- J. The fact that a teacher is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Upon return to the School District, he/she shall assume the step position of the salary schedule, which he/she would have held had he/she been actively employed in the District for same period. Maximum credit for layoff time shall not exceed one (1) year.
- K. 1. a. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave or on layoff shall not be construed as a break in continuous service. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15th of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.

- b. There shall be a main seniority list consisting of all bargaining unit members employed as of September 10, 1993, which shall include adult basic education bargaining unit members. The adult basic education bargaining unit members who were eligible to vote in the accretion election conducted by the Michigan Employment Relations Commission on August 19, 1993, shall be inserted into the seniority list with the date of October 3, 1992. The names shall be in the same order as they will be on the adult basic education bargaining unit member only seniority list. Any additional adult basic education bargaining unit members shall be added to the main list only.
  
- L. The Board and the Association will confer prior to making transfers and assignments regarding the reduction and recall of the professional staff.
  
- M. If a position exists with the School District for which the released teacher is certified, the teacher shall be notified by certified mail, with a copy of such notification sent to the Association. Within fifteen (15) calendar days of the receipt of a written offer to return to employment, the teacher shall respond to the notice in writing. Refusal or acceptance of a position that is less than comparable in hours and compensation to the position previously held at the time of layoff shall not affect the teacher(s) right to recall. Furthermore, no teacher shall lose his/her right to recall if the teacher at the time of recall is under a teaching contract with another school district during that school year. No new staff member shall be hired until all provisions in this Article have been complied with. It is the responsibility of the teacher to keep his/her address current with the Personnel Office.
  
- N. The Board agrees to abide by the provision of the Teacher Tenure Act in notifying affected teachers.
  
- O. The Association reserves the right to utilize the grievance procedure as provided in Article XVII of this Agreement in all matters stated in this Article.

# ARTICLE XX

## Severance

Twenty (20) percent of accumulated sick leave days shall be paid at a rate of twenty-five dollars (\$25.00) per day to a teacher upon termination, retirement, or upon death to his/her estate provided that the teacher shall have been employed by the District for ten (10) years of continuous service.

# ARTICLE XXI

## Early Retirement

- A. Any teacher with at least twenty-five (25) years of service or fifty-five (55) years of age and at the top of any salary degree column, including or excluding longevity, may elect retirement from the Muskegon Heights Public Schools District. The teacher shall receive the following benefits:
1. The Board shall continue to provide health insurance protection as specified in the Master Agreement.
  2. The Board shall pay the teacher such sums as follows:
    - a. Three Thousand Dollars (\$3,000) thirty (30) days after their last work day the first year of retirement.
    - b. One Thousand Dollars (\$1,000) each year thereafter on the same date.
- B. Conditions affecting the payment of retirement benefits:
1. In order to be eligible for retirement benefits, a teacher must retire at least one full school year earlier than the age he/she becomes eligible for full retirement Social Security benefits.
  2. Yearly payments shall continue each anniversary date up to and including the school year which precedes the school year in which the teacher becomes eligible for full retirement Social Security benefits, at which time such payments shall cease. All payments are not to exceed a maximum of ten (10) years.
  3. Insurance benefits shall terminate at the end of the month the teacher becomes eligible for full retirement Social Security benefits, or dies; which ever occurs first or up to a maximum of ten (10) years.
  4. For the purposes of this article a school year shall be defined as the period of July 1, through June 30.
- C. Employees retiring after June 30, 2009 shall no longer be eligible for health insurance as provided in this article. The District will, however, pay the retiree's share of the ORS Health Insurance Premium for the period stated in Article 21, A and B, together with all other benefits contained in this article.

Employees retiring after June 30, 2012 shall not receive any benefits under Article 21 and it will no longer be part of the contract.

## ARTICLE XXII

### Separability

It is agreed by the Board and Association that this contract shall be subordinate to the constitutions and laws of the State of Michigan and the United States of America. If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law by a court of proper jurisdiction, then such specific provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

# ARTICLE XXIII

## Duration of Agreement

- A. This Agreement shall become effective upon the approval of the Board of Education and the Association and shall continue in effect to and including August 31, 2011.
- B. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:
  - 1. Ratified by a majority of the members of the Association voting at a meeting duly called for such purpose.
  - 2. Approved by the Board of Education of the Muskegon Heights School District by resolution duly adopted.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary terms contained in any individual teacher contracts heretofore in effect. All contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. In the event the salary schedule is reopened for negotiations, by either party, the parties will begin negotiations for the purpose of reaching an agreement upon a revised schedule. This Agreement may be reopened annually for the purpose of negotiating the salary schedule. The negotiations on the Master Agreement shall be started by the second week in May of the 2010-2011 school year.

Dated: September 24, 2008

Board of Education School District of the  
City of Muskegon Heights

By *Marilyn Calbert*  
Marilyn Calbert, President

By *Cynthia Hines*  
Cynthia Hines, Secretary of the Board

By *Dana Bryant*  
Dana Bryant, Superintendent

Muskegon Heights Education Association -  
Affiliate of the Michigan Education Association

By *Joy Robinson*  
Joy Robinson, President

By *Lisa Menerick*  
Lisa Menerick, Secretary

By *Jesse Starr*  
Jesse Starr, Chairperson of Negotiations

By *Frank Mongene*  
Frank Mongene, UniServ Director

APPENDIX A-1  
MUSKEGON HEIGHTS EDUCATION ASSOCIATION

SALARY SCHEDULE 2006 – 2007

<b>Step</b>	<b>Index</b>	<b>BS</b>	<b>BS+20</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+60</b>	<b>PhD</b>
1	1.000	33,729	34,152	36,259	36,850	37,271	37,694
2	1.040	35,078	35,518	37,709	38,324	38,762	39,202
3	1.080	36,427	36,884	39,160	39,798	40,253	40,710
4	1.130	38,114	38,592	40,973	41,641	42,116	42,594
5	1.180	39,800	40,299	42,786	43,483	43,980	44,479
6	1.230	41,487	42,007	44,599	45,326	45,843	46,364
7	1.290	43,510	44,056	46,774	47,537	48,080	48,625
8	1.350	45,534	46,105	48,950	49,748	50,316	50,887
9	1.410	47,558	48,154	51,125	51,959	52,552	53,149
10	1.480	49,919	50,545	53,663	54,538	55,161	55,787
11	1.550	52,280	52,936	56,201	57,118	57,770	58,426
12	1.640	55,316	56,009				
12	1.665			60,371	61,355	62,056	62,761
13-14	1%	55,869	56,569	60,975	61,969	62,677	63,388
15-20	2%	56,422	57,129	61,579	62,582	63,297	64,016
21+	4%	57,528	58,250	62,786	63,809	64,538	65,271

SALARY SCHEDULE 2007 – 2008

<b>Step</b>	<b>Index</b>	<b>BS</b>	<b>BS+20</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+60</b>	<b>PhD</b>
1	1.000	33,982	34,408	36,531	37,126	37,551	37,977
2	1.040	35,341	35,784	37,992	38,611	39,053	39,496
3	1.080	36,701	37,161	39,453	40,096	40,555	41,015
4	1.130	38,400	38,881	41,280	41,953	42,432	42,914
5	1.180	40,099	40,602	43,107	43,809	44,310	44,813
6	1.230	41,798	42,322	44,933	45,665	46,187	46,711
7	1.290	43,837	44,387	47,125	47,893	48,440	48,990
8	1.350	45,876	46,451	49,317	50,121	50,693	51,269
9	1.410	47,915	48,515	51,509	52,348	52,946	53,547
10	1.480	50,293	50,924	54,066	54,947	55,575	56,206
11	1.550	52,672	53,333	56,623	57,546	58,203	58,864
12	1.640	55,730	56,429				
12	1.665			60,824	61,815	62,522	63,231
13-14	1%	56,288	56,994	61,432	62,434	63,147	63,864
15-20	2%	56,845	57,558	62,040	63,052	63,772	64,496
21+	4%	57,960	58,687	63,257	64,288	65,023	65,760



APPENDIX A-1 continued

SALARY SCHEDULE 2008 – 2009

<b>Step</b>	<b>Index</b>	<b>BS</b>	<b>BS+20</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+60</b>	<b>PhD</b>
1	1.000	34,492	34,924	37,079	37,683	38,114	38,547
2	1.040	35,872	36,321	38,562	39,190	39,639	40,089
3	1.080	37,251	37,718	40,045	40,698	41,163	41,631
4	1.130	38,976	39,464	41,899	42,582	43,069	43,558
5	1.180	40,701	41,210	43,753	44,466	44,975	45,485
6	1.230	42,425	42,957	45,607	46,350	46,880	47,413
7	1.290	44,495	45,052	47,832	48,611	49,167	49,726
8	1.350	46,564	47,147	50,057	50,872	51,454	52,038
9	1.410	48,634	49,243	52,281	53,133	53,741	54,351
10	1.480	51,048	51,688	54,877	55,771	56,409	57,050
11	1.550	53,463	54,132	57,472	58,409	59,077	59,748
12	1.640	56,567	57,275				
12	1.665			61,737	62,742	63,460	64,181
13-14	1%	57,133	57,848	62,354	63,370	64,094	64,823
15-20	2%	57,698	58,421	62,971	63,997	64,729	65,464
21+	4%	58,830	59,566	64,206	65,252	65,998	66,748

SALARY SCHEDULE 2009 – 2010

<b>Step</b>	<b>Index</b>	<b>BS</b>	<b>BS+20</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+60</b>	<b>PhD</b>
1	1.000	35,096	35,535	37,728	38,342	38,781	39,222
2	1.040	36,499	36,957	39,237	39,876	40,332	40,790
3	1.080	37,903	38,378	40,746	41,410	41,883	42,359
4	1.130	39,658	40,155	42,633	43,327	43,823	44,320
5	1.180	41,413	41,932	44,519	45,244	45,762	46,281
6	1.230	43,168	43,708	46,405	47,161	47,701	48,243
7	1.290	45,273	45,840	48,669	49,462	50,027	50,596
8	1.350	47,379	47,972	50,933	51,762	52,354	52,949
9	1.410	49,485	50,105	53,196	54,063	54,681	55,302
10	1.480	51,942	52,592	55,837	56,747	57,396	58,048
11	1.550	54,398	55,080	58,478	59,431	60,111	60,793
12	1.640	57,557	58,278				
12	1.665			62,817	63,840	64,570	65,304
13-14	1%	58,132	58,860	63,445	64,479	65,216	65,957
15-20	2%	58,708	59,443	64,073	65,117	65,862	66,610
21+	4%	59,859	60,609	65,330	66,394	67,153	67,916

APPENDIX A-1 continued

SALARY SCHEDULE 2010 – 2011

<b>Step</b>	<b>Index</b>	<b>BS</b>	<b>BS+20</b>	<b>MA</b>	<b>MA+30</b>	<b>MA+60</b>	<b>PhD</b>
1	1.000	35,622	36,068	38,294	38,917	39,363	39,810
2	1.040	37,047	37,511	39,826	40,474	40,938	41,402
3	1.080	38,472	38,953	41,358	42,030	42,512	42,995
4	1.130	40,253	40,757	43,272	43,976	44,480	44,985
5	1.180	42,034	42,560	45,187	45,922	46,448	46,976
6	1.230	43,815	44,364	47,102	47,868	48,416	48,966
7	1.290	45,952	46,528	49,399	50,203	50,778	51,355
8	1.350	48,090	48,692	51,697	52,538	53,140	53,744
9	1.410	50,227	50,856	53,995	54,873	55,502	56,132
10	1.480	52,721	53,381	56,675	57,597	58,257	58,919
11	1.550	55,214	55,905	59,356	60,321	61,013	61,706
12	1.640	58,420	59,152				
12	1.665			63,760	64,797	65,539	66,284
13-14	1%	59,004	59,743	64,397	65,445	66,195	66,946
15-20	2%	59,588	60,335	65,035	66,093	66,850	67,609
21+	4%	60,757	61,518	66,310	67,389	68,161	68,935





**APPENDIX B  
EXTRA DUTY COMPENSATION\***

A.	Football	
	1. Varsity Head	15%
	2. Varsity Assistant (2)	10%
	3. Junior Varsity Head	10%
	4. Junior Varsity Assistant	8%
	5. Freshman Head	8%
	6. Freshman Assistant	6%
	7. Middle School Head Football	7%
	8. Asst. Middle School Football	6%
B.	Basketball	
	1. Varsity Head:	
	a. Boys	15%
	b. Girls	15%
	2. Junior Varsity Head:	
	a. Boys	10%
	b. Girls	10%
	3. Freshman Head:	
	a. Boys	8%
	b. Girls	8%
	4. 7th & 8th Grade Heads:	
	a. Boys	7%
	b. Girls	7%
C.	Track	
	1. Varsity Head	
	a. Boys	10%
	b. Girls	10%
	2. Varsity Assistant	5%
	3. Middle School	
	a. Boys	6%
	b. Girls	6%
D.	Baseball	
	1. Varsity Head	10%
	2. Girls' Softball Head	10%
	3. Junior Varsity	6%
E.	Cross Country	
	Varsity Head	7%
F.	Tennis	
	Varsity Head	6%
G.	Golf	
	Varsity Head	6%

H.	Wrestling	
	Varsity Head	10%
I.	Volleyball	
	1. Varsity Head	6.5%
	2. 7 <sup>th</sup> Grade	6.0%
	3. 8 <sup>th</sup> Grade	6.0%
J.	Music	
	1. Band Directors	
	a. Senior High	12%
	b. Junior High	8%
	c. Elementary	_____
	2. Vocal Music Directors	
	a. Senior High	8%
	b. Junior High	6%
	c. Elementary	3%
K.	Miscellaneous	
	1. Debate	6%
	2. Forensics	4%
	3. Play Director	6%
	4. Assistant Play Director	3%
	5. Yearbook, Senior High	7%
	6. School Paper, Senior High	5%
	7. Director, Intra-Mural Sports	
	a. Senior High	6%
	b. Junior High	6%
	8. Faculty Manager	9%
	9. Cheerleading Advisors:	
	a. Senior High	8%
	b. Assistant Advisor	5%
	c. 7th & 8th Grade Advisor	3%
	10. Class Advisors:	
	a. Senior Class	5%
	b. Junior Class	4%
	c. Sophomore Class	4%
	d. Freshman Class	4%
	11. Student Council Advisor	5%
	12. National Honors' Society Advisor	3%
	13. Department Chairs/Special Ed Chair	3.5%
	14. Coronation Ball Advisor	6%
	15. Lead Teacher	See Article XIV, p. 26
	16. Developmental Economic Education Program Coordinator	5%
	17. Mentor Teacher	4%

\*Salary computed on BA Base.

**APPENDIX C  
GRIEVANCE REPORT FORM**

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

Distribution of Form

Submit to Principal in Duplicate

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

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

**STEP I**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**APPENDIX C (Page 2)**

**STEP II**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



APPENDIX D-1

MUSKEGON HEIGHTS PUBLIC SCHOOLS  
MUSKEGON HEIGHTS, MICHIGAN  
TEACHER EVALUATION REPORT

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

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

Assignment \_\_\_\_\_

Satisfactory                      Unsatisfactory                      Not Observed

**I. Knowledge of subject matter**

\_\_\_\_\_

Comments: \_\_\_\_\_

Satisfactory                      Unsatisfactory                      Not Observed

**II. Techniques of Instruction**

A. Is flexible and tries to improve. \_\_\_\_\_

B. Skillfully uses a variety of techniques. \_\_\_\_\_

C. Demonstrates knowledge and effective use of audio visual aids and equipment. \_\_\_\_\_

D. Teaching procedures are creative stimulating and effective. \_\_\_\_\_

E. Classroom atmosphere is pleasant and conducive to learning. \_\_\_\_\_

F. Communicates effectively. \_\_\_\_\_

G. Utilizes sense of humor when appropriate. \_\_\_\_\_

Comments: \_\_\_\_\_

**III. Classroom Management**

	Satisfactory	Unsatisfactory	Not Observed
A. Organizes and maintains good discipline and morals.	_____	_____	_____
B. Lessons reflect adequate planning and preparation.	_____	_____	_____

Comments:

**IV. Relationships with:**

A. Pupils

	Satisfactory	Unsatisfactory	Not Observed
1. Rapport with pupils.	_____	_____	_____
2. Response elicited from pupils.	_____	_____	_____
3. Sets good examples for pupils.	_____	_____	_____
4. Stimulates academic interest and growth of pupils.	_____	_____	_____
5. Strives to meet individual needs of pupils.	_____	_____	_____
6. Strives to develop self discipline of pupils.	_____	_____	_____
7. Demonstrates warmth and affection for pupils.	_____	_____	_____
8. Is prompt and dependable about meeting with pupils as scheduled.	_____	_____	_____

Comments:

**APPENDIX D-1 (Page 3)**

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

Comments:

---

	Satisfactory	Unsatisfactory	Not Observed
<b>C. Professional Colleagues:</b>			
1. Works harmoniously with other teachers.	_____	_____	_____
2. Participates in in-service activities.	_____	_____	_____
3. Accept assigned responsibilities and is dependable.	_____	_____	_____
4. Participates in required school related activities.	_____	_____	_____

---

**APPENDIX D-1 (Page 4)**

Comments:

---

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

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

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

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

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

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

**RECOMMENDATIONS FOR IMPROVEMENT**

In order for you to effect needed improvement in those areas checked as being unsatisfactory on pages 1 through 4 of this report, the following recommendations are being submitted: (another sheet(s) may be attached if duly noted and properly signed)

---

**I. Knowledge of Subject Matter**

---

**II. Techniques of Instruction**

---

**III. Classroom Management**

---

**IV. Relations with:**

- A. Pupils
  - B. Parents
  - C. Professional Colleagues
- 

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

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

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

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

**APPENDIX D-2  
MUSKEGON HEIGHTS PUBLIC SCHOOLS  
MUSKEGON HEIGHTS, MICHIGAN  
COACHING EVALUATION REPORT**

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

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

Assignment \_\_\_\_\_

	Satisfactory	Unsatisfactory	Not Observed
<b>I. Knowledge of sport</b>			
A. Skills related to sport	_____	_____	_____
B. Mechanics of sport	_____	_____	_____
C. Rules of sport	_____	_____	_____
D. Sport Safety			
1. Basic knowledge of first aid	_____	_____	_____
2. Training safety	_____	_____	_____
3. Equipment safety	_____	_____	_____

Comments:

	Satisfactory	Unsatisfactory	Not Observed
<b>I. Techniques of Coaching</b>			
A. Is flexible and tries to improve	_____	_____	_____
B. Skillfully uses a variety of techniques	_____	_____	_____
C. Coaching procedures are Consistent and fair	_____	_____	_____
D. Team atmosphere is positive and conducive to learning	_____	_____	_____
E. Communicates effectively	_____	_____	_____
F. Utilizes sense of humor when appropriate	_____	_____	_____

Comments:

**APPENDIX D-2 (Page 2)**

		Satisfactory	Unsatisfactory	Not Observed
<b>J.</b>	<b>Team Management</b>			
	A. Organizes and maintains good good discipline, sportsmanship and morals.	_____	_____	_____
	B. Practices reflect adequate planning and preparation.	_____	_____	_____

Comments:

		Satisfactory	Unsatisfactory	Not Observed
<b>K.</b>	<b>Relationships with Student Athletes:</b>			
	A. Establishes rapport with student athletes.	_____	_____	_____
	B. Sets good examples for student athletes.	_____	_____	_____
	C. Supports academic interest and growth of student athletes.	_____	_____	_____
	D. Strives to meet individual needs of student athletes within the team concept.	_____	_____	_____
	E. Strives to develop self-discipline, sportsmanship and teamwork of student athletes.	_____	_____	_____
	F. Demonstrates respect for student athletes.	_____	_____	_____
	G. Is prompt and dependable about meeting with student athletes as scheduled.	_____	_____	_____

Comments:

		Satisfactory	Unsatisfactory	Not Observed
<b>V.</b>	<b>Relationships with Parents</b>			
	A. Communicates practice and event schedules to parents.	_____	_____	_____
	B. Imports honest and tactful appraisal of student athletes to parents.	_____	_____	_____
	C. Is prompt and dependable about meeting with parents as scheduled.	_____	_____	_____

- D. Is able to accept constructive criticism from parents. \_\_\_\_\_
- E. Communicate with parents when needed. \_\_\_\_\_

Comments:

	Satisfactory	Unsatisfactory	Not Observed
<b>VI. Professional Colleagues</b>			
A. Works harmoniously with other professionals.	_____	_____	_____
B. Participates in rules meetings.	_____	_____	_____
C. Accepts related responsibilities and is dependable.	_____	_____	_____
D. Participates in required school-related activities.	_____	_____	_____

Comments:

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

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

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

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

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

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



**APPENDIX D-2 (Page 4)**  
**RECOMMENDATIONS FOR IMPROVEMENT**

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

**I. Knowledge of Sport**

---

**II. Techniques of Coaching**

---

**III. Team Management**

---

**Relationships with:**  
**IV. Student athletes**

---

**V. Parents**

---

**VI. Professional Colleagues**

---

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

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

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

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

**APPENDIX E  
MUSKEGON HEIGHTS PUBLIC SCHOOLS  
REQUEST FOR LEAVE FORM**

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

Date \_\_\_\_\_

I, \_\_\_\_\_ hereby request a leave of absence as a teacher in the Muskegon  
(Name of Teacher) Heights Public Schools for the reason indicated below:

---

---

---

I further request that this leave of absence begin \_\_\_\_\_  
month/day/year  
and terminate on \_\_\_\_\_  
month/day/year.

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

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

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

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

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

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

## APPENDIX F-6 PARENT-TEACHER CONFERENCE FORMAT

### FORMAT FOR ELEMENTARY CONFERENCES

Parent-Teacher Conferences for the elementary schools will be held the week following the end of the first marking period of each semester according to one of the following formats. The School Improvement Teams in each building will meet to decide which format is to be followed in their building.

#### Format I

	Monday	Tuesday	Wednesday	Thursday	Friday
8:30 – 11:30 AM	Students	Students	Students	Students	Students
11:30 – 12:30 PM	Lunch	Lunch	Lunch	Lunch	Lunch
1:00 – 3:00 PM	Records	Conferences	Conferences	Conferences	** Released

\*Evening 6:00 – 8:00 PM

\*Conferences or \*Conferences

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

\*\* Elementary teachers dismissed at 11:30 AM

#### Format II

	Monday	Tuesday	Wednesday	Thursday	Friday
8:30 – 11:30 AM	Students	Students	Students	Students	Students
11:30 – 12:30 PM	Lunch	Lunch	Lunch	Lunch	Lunch
1:00 – 3:00 PM	Records	Conferences	Conferences	**Released	** Released

\*Evening 6:00 – 8:00 PM

\*Conferences

\*Conferences

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

\*\* Elementary teachers dismissed at 11:30 AM

### FORMAT FOR MIDDLE SCHOOL CONFERENCES

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

	Friday***	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 – 11:15	Students	Students	Students	Conferences (8:30-10:30)	Students	Students
11:00 – 12:00	Lunch	Regular	Regular	Regular	Lunch	No lunch
1:00 – 3:00	Records	Students	Students	Students (3 hrs, 15 min)	Conferences	** Released
6:00 – 8:00 Evening					*Conferences	

Middle School teachers will take their Records Days (1/2 day) on the Friday before Fall Conferences and the second at the end of the first semester.

\* Teachers should report no later than 5:45 PM for evening conferences.

\*\* Middle School teachers dismissed at 11:00 AM

\*\*\* Last Day of Marking Period

### FORMAT FOR SENIOR HIGH CONFERENCES

Parent-teacher conferences for the Muskegon Heights Senior High School will be held three (3) times during the school year. These conferences are scheduled on a Wednesday, approximately six (6) weeks into each 12-week trimester from 1:00 p.m. to 3:00 p.m. and 6:00 p.m. to 8:00 p.m.

The Friday prior to each scheduled conference week for each trimester will be a half-day teacher records day. A half-day teacher compensated release day will also be scheduled for the Friday after parent-teacher conferences during each trimester conference week. Actual dates for teacher records days and compensated release days may change if necessitated by calendar conflicts.

**APPENDIX G**  
**TEACHER'S TENURE CONTRACT**  
School District of the City of Muskegon Heights  
Muskegon County, Muskegon Heights, Michigan

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

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

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

Whereas, said Tenure Teacher possesses the legal qualifications required of teacher under the laws of this State:

Now, therefore, said school District does hereby employ said Tenure Teacher to teach in its said School District in such grade or department as shall be required by the Board of Education of said School District, for the term of one school year consisting of ten school months, commencing on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

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

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

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

In witness. whereof, we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ President

(SEAL)

BOARD OF EDUCATION

\_\_\_\_\_ Secretary

\_\_\_\_\_ Teacher

**APPENDIX H**  
**TEACHER'S PROBATIONARY CONTRACT**

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

This agreement made between School District of the City of Muskegon Heights, Muskegon County, Michigan Heights, Michigan, hereafter designated as the "School District", by authority of its Board of Education, and \_\_\_\_\_ a legally qualified teacher, hereinafter referred to as the "Teacher".  
"Probationary Teacher"

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

Whereas, said Probationary Teacher possesses the legal qualifications required of teacher under the laws of this State:

Now, Therefore, said School District does hereby employ said Probationary Teacher to teach in its said School District in such grade or department as shall be required by the Board of Education of said School District, for the term of one school year consisting of ten school months, commencing on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Said School District agrees to pay the said Probationary Teacher the sum of \_\_\_\_\_ dollars, payable monthly for the term of ten (10) months.

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

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

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

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

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

Dated: \_\_\_\_\_  
\_\_\_\_\_ Teacher

In witness. whereof, we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

(SEAL)

## **APPENDIX I**

### **EDUCATIONAL ISSUES COMMITTEE**

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

## APPENDIX J

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

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

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

If the hours beyond the Bachelor Degree Level were earned in units other than semester hours, the attached conversion formula of the Michigan Department of Education shall be used to convert such "hours" to their semester equivalent. (See Appendix J-1)

**Appendix J-1**  
**Letter of Agreement**  
**Muskegon Heights Board and Association**  
**CONVERSION TABLE FOR SEMESTER AND TERM HOURS**

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

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

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





**APPENDIX L**

**Letter of Agreement**

**Muskegon Heights Board of Education  
And  
Muskegon Heights Education Association**

**Class Size:**

Pulling resource room teachers, librarians, title one teachers, pre-school teachers, or special area teachers to substitute should only be done after all other resources have been exhausted. In emergencies where pulling such teachers is considered necessary, those teachers shall be reimbursed at the highest day-to-day substitute rate.

If uncovered classes are split among several teachers, each teacher shall receive an equal portion, not less than one-third of the day-to-day substitute rate. No teacher should be asked to accept more students than can be safely accommodated in the space provided.

This Letter of Agreement shall expire with the expiration of the contract.

Entered into this 27<sup>th</sup> day of July, 2001.

Signed: Signed by Jesse L. Starr, Jr., President  
Muskegon Heights Education Association

Date: 8/7/01

Signed: Signed by Edmond E. Beverly  
Muskegon Heights Board of Education

Date: 8/7/01

APPENDIX M-1

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

Be it resolved by mutual consent of both parties, that the first evaluation deadline for probationary teachers, per Article X, Section C1, be extended due to the State required MEAP testing window. The testing window is the first three (3) weeks in October, while the first evaluation is due prior to the third Friday in October.

Further, be it known that MCL 38.83a of the Michigan Teachers' Tenure Act allows for a mutually agreed time change, if deemed necessary. Therefore, the first formal evaluation of probationary teachers shall take place prior to the third Friday in November, the second formal evaluation shall take place prior to the second Friday in February, and the third evaluation shall take place prior to the first Friday in April, no later than April 15<sup>th</sup> of each probationary year, "the final written evaluation report for probationary teachers, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering each probationary year," as recorded in the master agreement Article X, Section O.

This agreement is good for the 2007/2008 school year.

Entered into this 11<sup>th</sup> day of October, 2007.

Signed: Joy Robinson, President  
Muskegon Heights Education Association

Dated: 10/11/07

Signed: Carrol H. Wilson  
Muskegon Heights Board of Education

Dated: 10/11/07

APPENDIX M-2

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

Be it resolved by mutual consent of both parties, that the first evaluation deadline for probationary teachers, per Article X, Section C1, be extended due to the State required MEAP testing window. The testing window is the first three (3) weeks in October, while the first evaluation is due prior to the third Friday in October.

Further, be it known that MCL 38.83a of the Michigan Teachers' Tenure Act allows for a mutually agreed time change, if deemed necessary. Therefore, the first formal evaluation of probationary teachers shall take place prior to the third Friday in November, the second formal evaluation shall take place prior to the second Friday in February, and the third evaluation shall take place prior to the first Friday in April, no later than April 15<sup>th</sup> of each probationary year, "the final written evaluation report for probationary teachers, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering each probationary year," as recorded in the master agreement Article X, Section O.

This agreement is good for the 2010/2011 school year.

Entered into this 15<sup>th</sup> day of April, 2010.

Signed: Joy Robinson, President  
Muskegon Heights Education Association

Dated: 4/15/10

Signed: Carrol Wilson  
Muskegon Heights Board of Education

Dated: 4/15/10