

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



July 1, 2021 -- June 30, 2026

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ARTICLE 1

Recognition

- 1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified or professional personnel employed half-time or more. For the purpose of this Article, half-time shall be defined as fifteen (15) hours in the job assignment, plus an additional two and one-half (2½) hours devoted to preparation per week or teaching a number of hours equivalent to a full one-half (½) day session. Such representation shall include the attendance officer and special education intern teachers, but exclude the following full or half-time personnel. No more than two (2) one-half (½) time administrative positions coupled with teaching assignments will be created.

The following are excluded from the bargaining unit:

- A. Superintendent, assistant superintendents, managers, directors, assistant directors, coordinators, supervisors, principals, assistant principals and administrative assistants.
 - B. Professional or certified persons employed as teacher aides, paraprofessionals, clerks, or in other nonprofessional capacities.
 - C. Non-degreed teachers or degreed teachers assigned as vocational instructors at MCEC.
 - D. Substitutes.
 - E. Summer employment in a professional capacity, including driver education and summer school.
 - F. Private school teacher funded through federal programs
- 1.2 The term professional staff or professional staff member as used in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as defined above. The term teacher shall refer to teachers and non-teaching staff who are eligible for tenure. The term non-teaching professional staff shall refer to all other members (social workers, psychologists, occupational therapists, etc.).
- 1.3 The terms "Board" and "Association" shall include officers, representatives and agents. Despite reference herein to "Board" and "Association" as such, each party reserves the right to act hereunder by committee, individual member or designated representative(s).
- 1.4 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement and so long as the Association shall remain the exclusive bargaining representative for all professionally certified personnel.

ARTICLE 2

Payroll Deductions

- 2.1 The Board shall not encourage or discourage membership in the Association.
- 2.2 Upon appropriate written authorization from the professional staff member, the Board shall deduct from the salary of any such professional staff member and make appropriate remittance for tax-deferred annuities and other tax-deferred annuity programs, insurance programs not fully Board paid, financial institutions, charitable donations, or any other plans or programs as available through the Michigan Retirement Investment Consortium (MRIC).

ARTICLE 3

Teacher and Non-Teaching Professional Staff Rights

3.1 Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every professional staff member as defined in the Recognition Clause shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection or elect not to do so. The Board and Association undertakes and agrees not to directly or indirectly discourage or deprive or coerce any professional staff member in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any professional staff member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or the absence of such membership, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

3.2 The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No professional staff member shall be prevented from or required to wear insignia, pins or other identification of membership in the Association either on or off school premises. Reasonable bulletin board space shall be made available to the Association.

The Association and individual professional staff members may use the district communication services consistent with District policy and not for any purpose that is unlawful. Individual building policies regarding the use of employee communication services shall provide for reasonable daily access and reasonable security. Association materials, which are not unlawful, shall not be removed from a professional staff member's communication services. If materials are removed from the professional staff member's communication services, the professional staff member will be informed of the removal within one school day of the removal.

3.3 The Board agrees to furnish to the Association in response to reasonable requests, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing programs on behalf of members in the Association. Should such information not be readily available, the Board will make accessible to the Association such raw and/or non-compiled data in its possession. The Association will be informed of fiscal, budgetary and tax programs directly affecting the district and will provide available information on these items.

Prior to the adoption of any resolution setting a millage election, the Association shall have the opportunity to consult with the Board concerning such proposals.

3.4 The rights granted to professional staff members in this contract shall be deemed to be in addition to those provided in the Michigan Revised School Code, the Teacher Tenure Act, and other local, state and federal laws.

- 3.5 Notification of Association officers.
- A. At the beginning of each school year, or within ten (10) school days following confirmation of the election, the Association shall notify the Human Resources Office, in writing, of the names of the following officers of the Association:
1. President
 2. President Elect
 3. Past President
 4. Secretary
 5. Treasurer
 6. Chairperson(s) of –
 - a. Professional Rights and Responsibilities
 - b. Membership
 - c. Negotiations
- B. If there is a change in office of any person(s) as named in 3.5 (A) during the school year, the Human Resources Office will be so notified.
- 3.6 The Association agrees that the conduct of the Association business shall not interfere with teaching periods, assigned duty periods or scheduled professional development of any professional staff member, except by mutual consent. Such limitations shall not deprive any professional staff member of his/her right of representation as provided by law or as established elsewhere in this Agreement.
- 3.7 Professional staff members shall ensure confidentiality of student communications and records in accordance with FERPA, relevant state and federal special education laws and regulations and student privacy rights. Revealing such information to third parties without authorization of the subject shall be considered cause for discipline.
- 3.8 During the period of a professional staff member's employment and thereafter, professional staff members shall have and retain all property and copyright interests in and to any book, lesson plans, article publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, software or other creative or copyrightable work, written, composed, created, or devised by such professional staff member. Exception to the above shall be materials developed during working hours.
- 3.9 When the district considers it advisable to participate in an accreditation process, the parties will confer for the purpose of determining how key committee chairs shall be appointed. It is the goal of both parties that all reports submitted must accurately reflect the concerns and viewpoints of the committee.
- 3.10 The Board will discuss with the Association the course of action to be taken in the event such action will impact any professional staff member's working conditions in the process of complying with the Elementary and Secondary Education Act of 2001, as amended, 20 USC 6301 et seq. Such discussion does not constitute a waiver of bargaining rights.
- 3.11 When a school is identified under 20 USC 6316 for school improvement, the Board upon written request from the Association shall provide the school level data on which the identification is based and potential sanctions.

ARTICLE 4

Professional Compensation

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

Professional staff members sign the payroll in their designated building for the first pay period of their contract year. Subsequent payrolls shall be signed only in the event of absence(s) during the pay period. Payroll checks for professional staff members shall be made available electronically on or before scheduled pay days. Each professional staff members pay stub shall include the following information:

- A. Biweekly amount
- B. Leave balances
 1. Professional improvement
 2. Personal leave
 3. Sick leave
- C. Withholding Allowances
- D. Contract Amount

Each professional staff member's contract shall contain the following information:

- A. Seniority
- B. Highest degree
- C. Step on Salary Schedule
- D. Contract Amount

By September 15 of the school year, each professional staff member shall receive their contract amount and biweekly gross pay in an email.

- 4.6 For the purpose of placing a newly employed professional staff member on the appropriate step of the salary schedule, credit for experience outside the school system shall be evaluated by the Superintendent or his/her designee. Credit for experience shall be granted whenever the prior service of the professional staff member is deemed satisfactory. Full credit may be given for the first ten (10) years of experience, but no credit shall be given for less than one (1) semester.

In order to secure new talent and fill critical shortage vacancies, the District may offer increased steps through the Superintendent's office, while keeping the MCTEA leadership informed.

Professional staff members may be advanced one (1) step on the salary schedule for each active military year of service up to four (4) years. Once approved credit has been granted it is not subject to change.

4.7 Salary Advancement

- A. Advancement under the salary schedule for advance degrees shall become effective on September 1 or February 1, of each year provided that the teacher has, by September 30 or February 28, submitted sufficient evidence to the Human Resources Office of having completed the required academic professional courses. Professional staff members submitting such evidence after the above dates provided such failure was caused by negligence on the part of the professional staff member, shall not be eligible for retroactive adjustments. Evidence may be in the form of grades, transcripts, or a letter from the registrar.
- B. Advancement under the salary schedule is intended to provide additional compensation for job accomplishments as follows:

If you have a BA/BS working toward an MA/MS or you have an MA/MS working toward MA+30/PHD:	
Graduate or Undergraduate courses in: <ul style="list-style-type: none"> ● Professional staff members' major/minor field ● Education courses ● Sociology, psychology, technology, foreign language ● Courses which are part of an approved program of study for advanced degrees in all areas listed in this section ● Courses directly related to the Muskegon Public Schools curriculum 	No Approval Needed
<ul style="list-style-type: none"> ● Administration courses 	Prior approval needed from Human Resources for other courses or degrees

The professional staff member is responsible for providing documentation to Human Resources.

Graduate credits earned prior to the teacher's initial teaching certificate will be combined with additional credits earned after the teaching certificate is earned, only if the prior credits are directly related to the Muskegon Public Schools Curriculum and they were earned within 10

years of receipt of the teaching certificate. These credits shall be used when determining advancement to the MA/MS or MA+30/PHD pay levels.

C. MASTER TEACHER COMPENSATION- National Board Professional Teaching Standards COMPENSATION

Off schedule payment made annually in December \$750 upon proof of certification-national board certified teacher compensation

4.8 The parties agree that the mileage rate for professional staff members with intra-school assignments shall be equal to the allowable federal rate. Such reimbursement is to be provided according to the Board Policies. Such mileage rate will be paid for travel during the lunch period. The same mileage allowance shall also apply in those cases where professional staff members are requested to use their personal vehicles in carrying out official district responsibilities that have received prior approval.

4.9 Under certain emergency conditions and with certain approvals, secondary professional staff members may be paid the hourly rate to substitute during their scheduled preparation or duty time.

4.10 No Salary Advancement

Effective July 2018, the 2018/2019 evaluations are counted as year one. No lane or step advancement will be permitted if a teacher's (3) three prior evaluations were rated minimally effective or lower provided the principal or principals have followed the teacher's IDP in accordance with the school board policy.

4.11 Compensation

2021-22	5% increase plus step	(Step 1 eliminated)
2022-23	4% increase plus step	(Step 2 eliminated)
2023-24	3% increase plus step	
2024-25	3% increase plus step	
2025-26	5% increase plus step	

The following conditions will determine the above stated rate of increase:

1. The student count will not drop more than fifty (50) on the blended count per year.
2. The audited fund balance cannot drop below 8% or a minimum of \$150 per pupil foundation increase each year from the State. If either one of these two things happen in a given year, the increase remains.
3. Nine teachers retire per year, or the student/teacher ratio remains balanced.

Should any of the above conditions delay the salary progression, the MCTEA and the Board will renegotiate until an agreement occurs.

4.12 Service Credit

1. Teachers who are contracted for nine (9) or more months in the school year will be given credit for one (1) year on the salary schedule. Persons who are employed for a period of eleven (11) months must serve for a period of eleven (11) months for a full year of credit.
2. Persons who work for less than a full day shall be allowed a pro-rata fraction of a year's service credit. Persons who work less than the contract year shall be allowed a pro-rata service credit for that year.

3. Credit will be given for all years of experience approved by the Muskegon Public Schools. In the event of interrupted employment, service credit shall be given for the latest approved experience granted.
4. Credit will be given for service outside the school system to the extent that such credit is allowed on initial employment.

ARTICLE 5

Teaching Hours and Loads

5.1 Grade levels are defined as:

- A. Elementary - Infant through Grade 5
- B. Middle School - Grades 6-8
- C. High School or Senior High - Grades 9-12
- D. Secondary – Grades 6-12

Articles that contain references to specific grades, within the above levels, shall not be affected by the above definition. (Examples: Elementary Grades 1-3; Secondary Grades 9-12)

5.2 Work Day Schedule

- A. Professional staff members shall make every effort in an unassigned supervisory role during passing time and before and after the scheduled instructional day. See the calendar in the contract.
- B. Modifications to the workday schedule are agreed to for a two (2) year pilot period (21-22 & 22-23). The block schedule will be in place for the 21-22 school year and continue unless the MCTEA and the Board agree to a change by the end of March.
- C. Secondary Grades 6 – 12
 - 1. The weekly teaching load in the secondary schools shall be fifteen (15) teaching periods, four (4) seminar periods, and five (5) asynchronous periods with grading and attendance responsibilities or their equivalent.
 - 2. If voluntarily agreed upon by the professional staff member and the principal, a professional staff member may teach a course during the planning period. The additional period is in lieu of planning time.
 - a. In no event shall the implementation of this provision cause the full or partial displacement or layoff of another teacher.
 - b. The teacher shall be compensated by an increase in their salary equal to the ratio of their base salary per semester.
 - 3. The following positions shall be voluntarily agreed upon by the professional staff member and the principal. The principal may leave a position vacant (See Schedule B for stipends)
 - a. Math Department Chair
 - b. English Department Chair
 - c. Science Department Chair
 - d. Social Studies Department Chair
 - e. World Language Department Chair
 - f. Electives Department Chair
 - g. National Honor Society Advisor
 - h. School Improvement Chair
 - i. Bilingual Coordinator
 - j. Student Council Advisor (Middle School)
 - k. Special Education Department Chair (High School)

D. Lunch Periods

1. All professional staff members shall be entitled to a duty-free lunch period between 10:35 a.m. and 1:00 p.m. as follows.
 - a. Elementary: Forty (40) minutes in duration.
Secondary: Thirty (30) minutes in duration.
 - b. Travel time for itinerant staff will not be included within their duty-free lunch period.
 - c. Lunchroom supervision shall be voluntarily agreed upon in writing by the professional staff member.
2. The Board agrees to assume the responsibility for the hiring of sufficient non-teacher personnel to provide necessary supervision for students who remain at school during the lunch period or at the end of the school day.
3. Exceptions for a duty-free lunch period may be made for teachers of special education classes subject to the following emergency conditions:
 - a. The professional staff members and administrator mutually agree that the needs of the children, including the temporary inability of the non-teacher to provide necessary supervision, would be better served by the presence of the special education professional staff members.
 - b. When the professional staff member(s) and administrator agree that the professional staff member(s) will supervise the lunch of his/her students, the professional staff members may exercise any one of the following options to provide compensatory relief:
 - 1.) The professional staff member stays with the student(s) during lunch and may sign payroll for the time or use compensatory time at a mutually agreed upon time.
 - 2.) The professional staff member and classroom assistant split lunch hour supervision duties and the professional staff member may sign payroll for the time or use compensatory time at a mutually agreed upon time.

E. The following schedule for specials subject instructional time shall be:

- a. Grades Full-day Kindergarten - 5
Art – Full Year 40 minutes/session
Music - full year 40 minutes/session
Gym - full year 40 minutes/session
Computers - full year 40 minutes/session
- b. If there are extra minutes available in the specials teachers' schedule, they will be utilized by mutual agreement between the teacher and principal.
- c. The Encore (specials) classes will be 40 minutes, Monday through Thursday. Students will have two (2) encore subjects twice a week (i.e.

PE on Mon & Tues and Art on Wed & Thurs). Principals will create a five (5) week rotation schedule.

5.3 Departure Time

- A. Professional staff members shall make themselves readily available to students and parents until the scheduled departure time. The professional staff member's consent as to the time and date of meetings with students and/or parents should be obtained prior to the scheduling of such meetings. Professional staff member departure time may differ if permission to leave earlier is granted by the principal. If a professional staff member is required to return later for scheduled meetings outside the regular workday, he/she may leave with the students.
- B. On the last day of each work week, and the five (5) workdays prior to the annual December holiday recess, professional staff members shall be allowed to leave (5) minutes following dismissal of classes. Teachers with 7th-hour classes scheduled may leave with the dismissal of students.

5.4 Parent-Teacher Conferences

- A. Parent/teacher conferences shall be held in accordance with the following schedule:
 - 1. Elementary
 - Fall: Conference sessions equivalent to 9 ½ hours
 - Spring: Conference sessions equivalent to 9 ½ hours
 - 2. Secondary
 - Fall: A maximum of 2 conference sessions equivalent to 6 hours and 20 minutes.
 - Spring: One (1) conference session equivalent to 3 hours

Specific days and times of conferences, within the designated week of the negotiated calendar which will include the placement of the half days, will be determined by a building-wide vote of the professional staff members.
- B. Any elementary teacher whose assigned class list the Friday prior to the week of conferences exceeds 27 students shall be provided an additional half day for conferences during the scheduled week of parent-teacher conferences. A substitute teacher will be provided. Teachers with less than 27 students may request but are not guaranteed, an additional half-day for conferences.
- C. When professional staff members attend evening parent/teacher conferences, they shall receive equivalent compensatory time on the Wednesday before Thanksgiving break and the Friday before Spring Break unless Good Friday is the day before Spring Break, comp time will be given Thursday afternoon and Friday morning.
- D. A building administrator or designee shall be in attendance and available for all parent/teacher conferences until all conferences are completed. The building administrator

shall inform the staff of his/her designee if the administrator is to be absent during conferences.

- E. Professional staff members employed less than full time will meet with the building administrator to agree to an applicable conference schedule that is proportionate to their work schedule.

5.5 Meetings

- A. Semester meeting schedules shall be available to professional staff members within the first two weeks of each semester. If any of the meetings must be rescheduled, five (5) days' notice of the new date will be given to the professional staff members. If a personal conflict arises due to the new date, the affected professional staff member(s) will be excused, but responsible for obtaining any missed information.

- B. Secondary

1. Principals may schedule an after-school general staff meeting once each month throughout the year not to exceed 45 minutes in length. These meetings may be virtual meetings and may be canceled or shortened as deemed necessary.
2. Secondary principals may schedule up to five (5) additional meetings that are a maximum of one-hour in length per semester to address professional development needs in a building.
3. If mutually agreed upon with the union leadership in the building, secondary principals may add up to five (5) one-hour long additional meetings per semester. Teachers will be given at least two weeks' notice of the scheduling of the additional hour long meetings.

- C. Elementary

1. Principals may schedule up to one (1) 45-minute meeting per month throughout the year for SFA or general staff meetings. These meetings may be virtual meetings and may be canceled or shortened as deemed necessary.

- D. Professional staff members may be required to attend two (2) evening meetings per school year. These evening meetings shall not exceed one and one-half hours in duration.

- a. Their school's open house/orientation (if scheduled prior to the official return date, attendance is considered voluntary, but counts as one of the two evenings).
 - b. Should orientation be an impossibility for attendance at the secondary level, the principal will identify, in cooperation with building union representative, multiple activities during the year that would count as an evening meeting.
2. MHS Senior class graduation (secondary staff only)
 3. Parent night (elementary staff only)

If professional staff members are requested to attend more than two required evening meetings, the choice of equivalent compensatory time or hourly pay shall be granted for attendance. It is understood that the staff members retain the right to refuse additional evening meetings.

5.6 Individualized Educational Planning Team (IEPT)

A. Consistent with the IDEA, MARSE, Section 504, and the MAISD plan, every effort shall be made to develop student-centered plans, such as IEPT, Section 504, behavioral plans, personal curriculum and health plans during regular working hours. However, said meetings may be held outside regular working hours, and professional staff members' attendance may be required, when it is necessary to accommodate a parent's schedule. In general, it is expected that such meetings shall be held:

1. During Parent-Teacher Conference time, teachers will schedule Parent-Teacher Conferences allowing, if possible, some blocks of time for routine IEPT annual reviews provided that all required staff are able to participate during the IEPT meeting and the scheduling of the IEPT during parent/teacher conferences does not reduce any parents' opportunity to fully participate in such conferences.
2. The district shall provide release time in the event the district directs or authorizes a teacher to attend an IEPT meeting that is scheduled during a time the teacher is assigned to teach class. Both the general and special education teacher will be provided with a substitute teacher.
3. Teachers may be required to attend an IEPT meeting during their planning time or outside of the negotiated school day. Efforts will be made to schedule the IEP as close to the school day as possible. When such meetings extend beyond the established working hours, professional staff involved in the meeting will be compensated with the MCTEA hourly rate upon submission of an hourly payroll form.
4. Under normal circumstances, professional staff members will receive written notification five (5) work days in advance of such meetings.

5.7 Professional staff members who are members of the Board of Directors, the Executive Committee, or professional staff members who have business to conduct at regularly scheduled Association meetings, shall be excused from meetings called by administrators which conflict with the regularly scheduled Association meetings.

5.8 Planning Time

A. Professional staff members may leave or be absent from their building or other place of assignment for research, planning, meetings with parents, material gathering, consultation with specialists, and other professional activities during their preparation period provided a twenty-four (24) hour notification or a direct conversation with the principal occurs. If the principal or designee is unavailable, the professional staff member shall notify the principal's office. This agreement is designed for the exception and not for daily usage.

B. Elementary Planning Time

1. Special subject teachers shall be entitled to receive equivalent planning/preparation time as elementary classroom teachers. Periods of less than thirty (30) minutes shall not be included in computing preparation time.
2. Specialists in such areas as Resource Room, Speech Therapy, Social Work, Psychology, Hearing Impaired, etc., are entitled to receive equivalent

planning/preparation time as elementary classroom teachers. Periods of less than thirty (30) minutes shall not be included in computing preparation time.

3. During the time students are receiving instruction from the special subject's teachers, the classroom teachers shall perform any of the following:
 - a. Plan for small groups
 - b. Plan I-Ready lessons
 - c. IEP paperwork
 - d. Parent communication
 - e. Review progress-monitoring data
 - f. Agreed activity between principals and building union representative.

C. ECSE

1. ECSE teacher's instructional week will consist of four (4) student class days per week, Monday – Thursday. Teachers shall have professional duties on Fridays to include home visits, IEP and other student-centered planning meetings, professional development, program planning, etc. One Friday per month and three additional half days shall be designated for individual preparation and planning. No required meetings shall be scheduled for this day. The affected teacher(s) and program administrators shall mutually agree as to which Friday shall be designated for individual preparation and planning.
2. On district-wide PD days, the ECSE program shall have planning time in the morning and students in the afternoon. On the second half day at the beginning of the school year, ECSE shall have planning time in the morning and students in the afternoon. At the end of the school year, ECSE shall have two full days of school and one ½ day, as opposed to one full day and three ½ days.

D. Secondary Planning Time

1. Full-time secondary teachers will be provided with a minimum of five (5) 55-minute consecutive planning periods per week during the instructional day, as well as, an additional daily twenty-five (25) minutes to grade asynchronous assignments
2. Specialists in such areas as Learning Disabilities, Speech Therapy, Social Work, Psychology, Hearing Impaired, etc., are entitled to equivalent planning/preparation time and will incorporate the same into their schedules.
3. When a teacher's assignment is co-teaching/team teaching, reasonable effort shall be made so that the affected teachers will have daily common planning time.
4. In the event a teacher is given a section of online learning which results in more than three preps, there must be a mutual agreement between the teacher and building administrator. A written agreement must be submitted to the Human Resources Supervisor.

5.9 Secondary Instructional Preps

- A. No professional staff member will have more than three (3) different preparations per semester, except where necessary to complete a schedule for that professional staff member, implement the curriculum of the school, or at the professional staff member's request.

1. Seminar class is not considered a separate preparation period.
 2. The online asynchronous class that happens during regular teaching planning time is not considered a preparation period.
- B. The Association shall be notified prior to additional preparations being assigned with the reasons for the additional preparations. It is understood that teaching different student ability levels (e.g. high, average, low) and different levels of instruction do not constitute different preparations.
1. More than one level may be combined in a subject area when the student enrollment so warrants, for example, French III and IV. This situation shall not constitute separate preparations.
 2. If problems or questions arise regarding the number of preparations for a given professional staff member, the Association and the Board shall confer for the purpose of obtaining a mutually satisfactory solution.
- C. Exception to the three (3) preparations limit is the Alternative Education program.

5.10 Teaching Load Variations for Innovative Programs and Technologies

- A. Variations in the teaching schedule, workday, work week, etc. may be allowed for innovative purposes subject to the following procedures:
1. Either party shall submit to the other party a written plan for discussion and consideration. The plan shall include the proposed changes, rationale and proposed date of implementation and ending date.
 2. No variation shall be implemented without the prior approval of the Board and the Association.
 3. All monitoring or coaching of the work of professional staff members in person or through the use of technology shall be conducted openly and with full knowledge and agreement of the professional staff members.
 4. Teachers will not be assigned any classes that would be consistently taught in a dual platform (virtual & in-person) unless agreed upon by the teacher or the union.

5.11 Lesson Plans

- A. A lesson plan will be provided to the secretary and principal an hour prior to the start of the school day in the event of an emergency absence.
- B. All teachers will make available to substitute teachers a recommended time schedule of activities and some means of identifying students assigned to their classes, such as seating charts, student name tags, names on desks, etc.
- C. Teachers will have current weekly lesson plans available for review upon reasonable request by the building administrator. Teachers shall not be required to have lesson plans in a particular format; however, building administrators may recommend a format other than the one currently in use by the teacher. The request shall be made for the purpose of aiding instruction. Building administrators may ask for copies of the current day's lesson plans. Written constructive feedback shall be given for each requested weekly lesson plan.

Requests for lesson plans shall not be for the purpose of harassment or discipline. Teachers shall not be required to provide lesson plans from previous weeks.

- D. All new teachers to MPS will complete weekly lesson plans in District provided planbook.com for one semester unless the principal deems it necessary for the teacher to continue for the remainder of the school year. Training will be provided to new teachers regarding the fundamental elements of lesson planning.
- E. It is specifically recognized by the Board that teachers shall not be required nor requested to adhere to any lesson plans requirements other than those outlined herein.

5.12 Assignment of Student Teachers

- A. Assignment of student teachers, pre-teachers, and interns shall only be with consenting tenured professional staff members or professional non-teaching staff who have been employed with Muskegon Public Schools for at least four (4) years. The Association shall be provided with a list of student teacher placements as they occur.

5.13 Itinerant Professional Staff

- A. The last day(s) of each school year when an itinerant professional staff member would ordinarily have students assigned, shall be used as workday(s) without students for the purpose of maintenance and clean-up of the associated teaching materials. This workday shall be allowed in each building where the itinerant professional staff member is assigned. At no time shall the clean-up time exceed the weekly assigned time in the building.
- B. Itinerant professional staff members shall not be assigned more than one preparation of one hallway bulletin board in a building per year. Scheduling will be done to preclude more than one assignment at any given time.
- C. Itinerant professional staff members shall be scheduled so that there is sufficient travel time between assigned buildings. This shall be scheduled without infringing upon the allotted lunch period and/or set up and take down time of the classroom.
- D. Itinerant professional staff members shall be required to attend building meetings at one designated building mutually agreed upon by the itinerant and supervisor.
- E. Schedules assigned to itinerant professional staff members shall include five (5) minutes between each class.
- F. Itinerant professional staff members shall be provided with planning time in all assigned buildings or planning time will be scheduled in a block of time at the beginning or the end of a day.
- G. Itinerant professional staff members shall be scheduled by a central office administrator.
- H. Computer labs shall remain accessible to staff and students up to and including the last school day.

5.14 Libraries

Libraries shall be open for student use during all student attendance days. During the last five days of the school year, libraries shall be open, however, no items may be checked out by staff or students.

5.15 Extended Work Year

- A. When certain professional staff members (e.g. secondary counselors, instructional specialist or secondary librarians, etc.) are requested to perform professional duties before or after the calendar work year, professional staff members shall be paid at the per diem rate. Absent extenuating circumstances, professional staff members shall be notified on or before May 1 if he/she is to report before the beginning of the work year and on or before March 1 if requested to work after the scheduled work year.
1. Secondary counselors will be granted five (5) full work days in June for the purpose of master scheduling, transcripts, etc. These five (5) days will be paid at the per diem rate and included in the school year contract. Secondary counselors may be granted up to five (5) full work days in August for the purpose of master scheduling, new student orientation, etc. with the approval of the building principal and Human Resources. A time sheet must be submitted to payroll for payment for days worked in August. It is not assumed that part-time professional staff will have an extended calendar unless approved by the principal. Those professional staff members must sign payroll for their per diem amount. The March 1st and May 1st timelines above are still applicable.
- B. When professional staff members voluntarily attend suggested professional development training outside the calendar work year or before or after the workday during the calendar year, professional staff members will be paid a stipend for the time they attend. Reasonable efforts will be made to give professional staff members at least 30 days' notice for these optional trainings. Any training deemed essential to their job assignment shall be offered during the school day.

5.16 Visual Art Teachers

In order to prepare, set up, and take down the spring district-wide art exhibit visual art teachers shall be granted a minimum of two days of release at a mutually agreed upon time.

5.17 MCEC

Professional staff members may have a schedule that deviates from the normal secondary work schedule. A teaching schedule may include any combination of class time blocks, which total the appropriate number of contact hours equal to other secondary teachers and shall include a minimum of five (5) 55-minute consecutive minute planning periods per week during the instructional day, as well as, an additional daily twenty-five (25) minutes to grade asynchronous assignments

5.18 ECSE Calendar

- A. The ECSE programming schedule shall be aligned with the Early Childhood federal, state and county-wide schedule.

ARTICLE 6

Non-Teaching Professional Staff Assignments

6.1 Definitions

- A. Assignment - A position within a building or unit received from the Board which includes all available information such as grade level, program, classification, team assignment, and building assignment within district-wide units, and room number.
- B. Change of Assignment - A full or partial change of assignment within a building(s) or district-wide unit(s).
- C. Displaced –Employed by the Board, but not yet assigned to a particular position.
- D. District Wide Unit (Units) - A program as set forth in paragraph 6.4 below.

6.2 Non-Teaching Professional Staff Assignments

- A. Assignments shall be made based upon certification and qualification.
- B. If there is a retirement (between the third Monday in February and May 1) within a building/unit where there is to be a reduction of positions, the building/unit administrator may assign, for the upcoming school year, the position created by retirement to a non-teaching professional staff member currently within the building/unit.
- C. Non-teaching professional staff members shall be notified of their assignment for the upcoming school year no later than June 1.
- D. Notification of displacement of non-teaching professional staff members shall be given in writing to the Association and the non-teaching professional staff member(s) to be displaced no later than June 1.
- E. If an assignment changes after June 1, non-teaching professional staff member and the Association will be promptly notified in writing.

6.3 Displacement

- A. If a position is to be reduced or eliminated, the non-teaching professional staff member occupying that position shall have the right to displace the least senior non-teaching professional staff member occupying a position for which that non-teaching professional staff member is certified and qualified to fill. Such displacement shall take place in the following order:
 - 1. First, the least senior non-teaching professional staff member in the same grade level (pre-school - 6) or department in the same building as the position that is being reduced or eliminated.
 - 2. Second, the least senior non-teaching professional staff member (other than those above) in the same building or unit as the position that is being reduced or eliminated.
- B. Displaced non-teaching professional staff member shall choose a position, by seniority, at the Job Selection Meeting.

- C. In any case of displacement, Human Resources shall notify the Association in writing not less than forty-eight (48) hours prior to the notification of the individual non-teaching professional staff member of their impending displacement.
- D. Displaced non-teaching professional staff member may submit a request to fill a vacancy through the MVP.

6.4 District-Wide Units

A. The following district-wide programs shall be treated as units:

- 1. Alternative High School
- 2. Reading Content Area Specialist
- 3. Math Content Area Specialist
- 4. Science Content Area Specialist
- 5. Grant Specific Content Area Specialist by Grant
- 6. Librarians/Media Specialists
- 7. Physical Education
- 8. Music
- 9. Art
- 10. Counselors
- 11. Social Workers
- 12. Teachers of the Speech and Language Impaired
- 13. Teacher Consultants - Special Education
- 14. Occupational Therapists
- 15. Physical Therapists
- 16. Psychologists
- 17. Teachers of the Autistic Impaired
- 18. Teachers of the Emotionally Impaired
- 19. Teachers of the Special Education Early Childhood Program
- 20. Resource Room
- 21. Any other programs mutually agreed upon

ARTICLE 7

Seniority

- 7.1 Seniority shall be defined as the amount of time continuously employed as a non-teaching professional staff member. (Except as set forth in Article 7.3).
- A. Seniority shall begin to accrue as of the most recent day of hire into the contractual bargaining unit.
 - B. Time spent on leave or full or partial layoff shall not be construed as a break in continuous service and seniority shall continue to accrue.

- 7.2 The District shall provide to each professional staff member a current seniority list of professional staff members prior to September 30 of each year. Accompanying the name of each professional staff member on the list shall be the most recent date of hire, certification(s), and assignment(s). Professional staff members on leave or layoff will have a copy of the list sent to the last address shown on personnel records. Within 30 calendar days of the professional staff member receiving the seniority list, any objections to the list shall be filed with the Office of Human Resources; thereafter, the list shall be final and conclusive for that school year.

Ranking on the seniority list shall be determined by the following in order of:

- 1. Most recent date of hire into the contractual bargaining unit.
 - 2. Muskegon service – defined as additional professional service in the District for which seniority does not accrue (excluding time for administrative service). This is computed by the sum of:
 - a. Any prior professional service with Muskegon Public Schools as a contracted employee (excluding time for administrative service). This service was interrupted so that seniority started over upon being rehired.
 - b. Any long-term substitute teaching and/or other substitute professional service in Muskegon Public Schools of twenty-one or more consecutive days in the same position for which compensation was paid at the rate contained in the salary schedule. One day worked as a long-term substitute professional staff member shall be considered one day of service.
 - c. Years of experience outside the District.
 - d. Degrees held at time of hire.
 - e. The last four digits of the social security numbers started highest to lowest. If necessary, the fifth digit shall be considered.
- 7.3 Seniority for administrative personnel returning to the bargaining unit shall be determined as seniority earned as a professional staff member prior to the administrative assignment. Any break in service, exclusive of approved leaves, as a professional staff member and/or an administrator from Muskegon Public Schools, will nullify any seniority rights with the district within the Association.

- 7.4 The Association will be promptly notified, in writing, of any changes in employment in the District that affect seniority listings. Human Resources or a designee will, at all times, have in the office a current list which will be available for inspection during regular working hours by any professional staff member and/or the Association.

ARTICLE 8

Non-Teaching Vacancies, Transfer and Job Selection

8.1 Definitions

- A. Muskegon Vacancy Process (M.V.P.) – The method in which non-teaching professional jobs are filled after the Job Selection Process and through the twentieth school day of the second semester.
- B. Vacancy – An unassigned position that the Board intends to fill and is not currently held by another non-teaching professional will be filled through MVP. A non-teaching professional vacancy occurs after the Job Selection Process is completed.
- C. Open Position – A non-teaching professional staff member position available for selection at the Job Selection Meeting in April.
- D. Maximization – The involuntary transfer of non-teaching professional staff members, based on seniority, certification, qualification, and by mutual agreement between the Board and Association after the Job Selection Meeting, to assure that the highest number of non-teaching professionals are employed. Maximization ends on the last teacher workday of the school year.
- E. Change of Assignment – A full or partial change of assignment within a building(s) or district-wide unit(s).
- F. Involuntary Transfer – An unrequested change of building(s) and or district-wide unit(s).
- G. Voluntary Transfer – Requested change of assignment.

8.2 Vacancies

- A. Within five (5) workday's vacancies or newly created positions occurring after the Job Selection Meeting shall be posted in all buildings, on the district's protected web page, and at the Human Resources Office for five (5) work days. Any necessary training and dates for such training shall be included in the posting.
- B. During the posting period, professional staff members may submit a Request for Transfer Form for the vacancy to the Human Resources Office.
- C. The Human Resources Office shall review all transfer requests and award the position to the most senior certified and qualified non-teaching professional staff candidate generally within two (2) work days after the closing of the posting. The Association President shall be provided the names of the applicants and the name of the non-teaching professional staff member awarded the position in a timely manner.
- D. Results shall be posted during the school year in all buildings, a protected Board web page, and the Human Resource Office. The non-teaching professional staff members shall be notified in writing of the results within five (5) work days.
- E. Once the non-teaching professional staff member has been notified of his/her selection and accepted the position, the successful candidate may not seek to return to his/her most recent position, unless said position is subsequently vacated and advertised through the MVP or Job Selection Meeting held that same year.

- F. Transfers to non-teaching professional staff member vacancies occurring during the summer shall be effectuated during the summer. Transfers to non-teaching professional staff member vacancies posted during the first twenty (20) school days of each semester shall be effectuated immediately following the awarding of the position. Transfer to a non-teaching professional staff member vacancy occurring after the twentieth school day of the first semester shall be effective at the beginning of the second semester of that school year.
- G. Professional staff members who transfer during the school year shall be granted up to two school days, to move to the new classroom as deemed appropriate by Human Resources. Professional staff members shall be provided packing materials. If a room assignment is changed by the District after the school year ends or within five (5) work days of the last teacher workday, the professional staff member will be paid the professional staff hourly wage for up to 12 hours to pack.
- H. Since the frequent transfer of non-teaching professional staff members from one school to another is disruptive of the educational process and interferes with optimum non-teaching professional staff performance, the parties agree that transfers are to be minimized.

8.3 Job Selection Meeting

- A. Request for voluntary transfer must be submitted by non-teaching professional staff member on the Request for Transfer Form before April 30 to Human Resources.
- B. Open positions and Job Selection Meeting procedure shall be emailed to all non-teaching professional staff members and posted in each building and/or Human Resources office no more than 5 school days prior to the Job Selection Meeting. Interview positions shall not be available for selection at the Job Selection Meeting.
- C. Non-teaching professional staff members participating in the Job Selection Meeting must have updated certifications, endorsements and qualifications on file with the Human Resources Office by April 30 absent extenuating circumstances. All such certifications and endorsements must be on file with the Human Resources Office prior to the Job Selection Meeting.
- D. All non-teaching professional staff member positions that open between the twenty-first school day of the second semester and Job Selection Meeting will be posted for the Job Selection Meeting as they existed at the time of vacancy whenever possible. However, if there is a retirement (between the twenty-first school day of the second semester and Job Selection Meeting) within a building/unit where there is to be a reduction of positions, the building/unit administrator may assign the position created by the retirement to a non-teaching professional staff member who is presently assigned in the building/unit.
- E. A Job Selection Meeting shall be held each year during the week of the second Monday in May.
- F. Participants eligible to select a job in the Job Selection Meeting are:
 - 1. Displaced non-teaching professional staff members
 - 2. Non-teaching professional staff members currently on layoff.

3. Non-teaching professional staff members returning from a leave of absence who have provided written notice of intent to return from leave prior to April 1 of that year.
 4. Non-teaching professional staff members who have submitted a request for voluntary transfer before April 30.
- G. The Board and the Association will meet in the week prior to the Job Selection Meeting each year to:
1. Review and discuss open non-teaching professional staff positions caused by:
 - a. Resignations
 - b. Retirements
 - c. Board release
 - d. Layoff
 - e. Any other circumstances
 2. Establish times, dates, and necessary procedures for meetings related to job selection.
 3. Discuss other concerns related to job selection.
- H. All non-teaching professional staff open positions for the next school year must be posted in all buildings and the Human Resources Office before April 15.
1. Postings shall include building(s), grade level(s), subject area(s), and other pertinent information.
 2. Changes in the posted positions will be updated as they occur.
- I. Job Selection Meeting Process
1. Except by mutual consent only, displaced non-teaching professional staff members, non-teaching professional staff members currently on leave or layoff, Association Officials, Association members, and Administration, may attend the Job Selection Meeting.
 2. All Association non-teaching professional staff members who have submitted a request to participate in the Job Selection Meeting and laid-off non-teaching professional staff members will be seated at the Job Selection Meeting in order of their seniority. Persons attending but not participating in Job Selection will be allowed to sit behind the Job Selection participants. MVP shall be invoked if there are less than ten vacancies.
 3. Information on all current openings and the certification and qualifications for each opening shall be presented.
 4. Non-teaching professional staff members who have elected half-time positions will be allowed to bid for a position for which they are certified and qualified at the Job Selection Meeting based on their seniority provided that it does not cause the layoff of a more senior non-teaching professional staff member. Such non-teaching professional staff members who desire to return to full time shall notify the Human Resources Office in writing by April 1.

5. By seniority, non-teaching professional staff participants shall be given the opportunity to choose a posted position or they may pass their turn for job selection.
 - a. Each non-teaching professional staff participant must possess the required certification(s) and endorsement(s) in order to select a posted position. Certification(s), qualification(s) and endorsement(s) must be on file prior to the Job Selection Meeting in the Office of Human Resources.
 - b. If a non-teaching professional staff member selection of an open position creates an open position other than an interview position, that position shall be available for selection starting with the most senior participant.
6. A non-teaching professional staff member unable to participate in the Job Selection Meeting may designate a proxy who is eligible to attend the meeting to act in his/her behalf.
 - a. This proxy shall be in writing, signed by the non-attending non-teaching professional staff member and submitted to Human Resources prior to the beginning of the Job Selection Meeting.
 - b. It is understood that the proxy will have full authority to make a selection.
7. Post-Job Selection Maximization Meeting
 - a. The Board and the Association will meet within three (3) work days after the Job Selection Meeting to:
 - 1.) Review selections to assure that no selection excluded a displaced non-teaching professional staff member from being placed in a position. Actual job placements will be made at this meeting and the appropriate non-teaching professional staff members notified within forty-eight (48) hours.
 - 2.) Maximize positions to avoid layoffs when necessary.
 - 3.) Non-teaching professional staff members whose job assignments are changed through the maximization process will be notified in a timely manner.
 - 4.) Any non-teaching professional staff positions remaining open after the Job Selection Meeting shall be filled by the recall of laid-off, certified and highly qualified non-teaching professional and then posted for external candidates.

8.4 Involuntary Transfer

- A. Non-teaching professional staff members who are maximized to a new position through the job selection process shall be considered to be involuntarily transferred.
- B. An Involuntary Transfer may occur when the job performance of the non-teaching professional staff member has been deemed, in accordance with those procedures outlined in Articles 15 and 16, to be ineffective.

- C. Nothing in this article shall be interpreted to deny employment rights mandated by higher state or federal statutes, rules or regulations. Program elimination or reduction shall not be used to discriminate against non-teaching professional members.
- D. The parties recognize that involuntary transfers of non-teaching professional staff members due to maximization may be necessary after the Job Selection Meeting:
 - 1. because the position selected at the meeting was not in the non-teaching professional certification and qualifications, or;
 - 2. no other less senior certified and qualified non-teaching professional was available to fill the open position, or;
 - 3. to meet the curriculum needs of the school district as determined by the Board, and then only with mutual agreement between all parties (the Association and the Board).
- E. Transfers of non-teaching professional staff members shall not be made when the effect would prevent, or unnecessarily delay the return of a non-teaching professional staff member to, or placement of a non-teaching professional staff member in a full time position or a position equaling or exceeding that which said non-teaching professional staff member had prior to a layoff, displacement, leave of absence or recall. When said transfer is denied during the MVP process, that position will be posted at the next Job Selection Meeting.
- F. Since the frequent transfer of non-teaching professional staff members from one school to another is disruptive of the educational process and interferes with optimum performance, the parties agree that transfers are to be minimized.

8.5 Interview Positions

- A. Openings in the existing non-teaching professional staff positions in the following programs shall be subject to the interview process established herein, provided such positions are established in compliance with Article 23.7 of the Master Agreement.
 - 1. Alternative Education Positions (High School and Middle School level)
 - 2. Newly created experimental classroom positions, mutually agreed upon, which require specialized training.
 - 3. Other positions mutually agreed upon.
- B. Interview Procedures
 - 1. These non-teaching professional staff positions that are mutually agreed upon shall be posted with necessary requirements. Internal candidates shall be interviewed first. If there are no internal certified and qualified applicants, the position(s) will be filled with a new hire. New hires shall not occur when the effect would:
 - a. cause a layoff or;
 - b. prevent, or unnecessarily delay the return of a non-teaching professional staff member to or placement of a non-teaching professional staff member in a full-time position.

- c. Other positions mutually agreed upon.
- 2. Any opening(s) or vacancies in positions subject to interview that occur as a result of a current non-teaching professional staff member selecting another job(s) at the Job Selection Meeting or MVP will not be posted.
- 3. Criteria, job descriptions, and minimum time of service for the positions will be established by mutual agreement with the Association and included in the position.
- 4. Selection of the candidate will be recommended by the committee, which shall include two administrators, (one of the Directors of the appropriate program or designee and the Supervisor of Human Resources or designee) and three professional staff members selected by the Association president.
- 5. Non-teaching professional staff members placed in interview positions shall be subject to the layoff and displacement procedures in the Master Agreement.

ARTICLE 9

Layoff and Recall of Non-Teaching Professional Staff

9.1 Definitions

- A. Recall List – A current list of professional staff members eligible for reemployment.
- B. Layoff – A reduction in staff positions due to declining student enrollment, financial conditions, program elimination, building closure or restructuring, consolidation with another district, or when no positions are available to a teacher.
- C. Recall – The notice to a professional staff member to return following a layoff notice.

9.2 Notification to Association

- A. The Association shall be notified immediately by the Board whenever serious consideration is being given to layoff(s) and the proposed timeline for layoff(s). Also, the Association shall immediately be notified by the Board when the specific position(s) and/or non-teaching professional staff members to be affected by the proposed layoff have been identified.
- B. Prior to the implementation of any layoffs of non-teaching professional staff members, the Board shall confer with the Association concerning layoff alternatives. Such alternatives may include but are not limited to, severance bonuses, unpaid leaves, job sharing, and voluntary layoff.
- C. The Board agrees to provide to the Association, upon request, all relevant data used in determining the need for a reduction of non-teaching professional staff members. Within five (5) work days of receipt of said data, the Association may, at its discretion, submit written, alternative suggestions to action being considered.
- D. In any case of layoff, Human Resources shall notify the Association in writing not less than forty-eight (48) hours prior to the notification of the individual non-teaching professional staff member of their impending layoff.
- E. No reduction of non-teaching professional staff member shall be put into effect until the parties have had an opportunity to confer as outlined above.

9.3 Notification to Non-Teaching Professional Staff Members

- A. Any non-teaching professional staff member who is to be laid off will be so notified in writing thirty (30) calendar days prior to the effective date of the layoff.
- B. Laid off non-teaching professional staff members shall be notified by certified mail or other means directed by the non-teaching professional staff member of the date of the Job Selection Meeting by April 1 at the address provided by the non-teaching professional staff member.

9.4 Rights of Laid Off Non-Professional Staff Members

- A. Laid off non-teaching professional staff members shall also be notified of unemployment compensation eligibility, continuation of COBRA benefits, and other benefits. Laid off non-teaching professional staff members shall make timely payments of insurance

premiums to the district to ensure continuous benefit coverage. Failure to make timely payments may result in cancellation of benefits.

- B. Laid off non-teaching professional staff members shall be granted priority for long-term and per diem substitute positions. When possible, long-term substitute positions shall be offered to laid-off non-teaching professional staff members on a rotating basis. Where long term substituting is anticipated for four (4) weeks or more, priority shall be granted to certified and qualified laid-off non-teaching professional staff members.
- C. The district shall maintain a recall list of all non-teaching professional staff members. A laid-off tenured non-teaching professional staff member shall remain on the recall list until the non-teaching professional staff member is recalled, resigns, is terminated or has not been recalled within three (3) years of layoff. Said non-teaching professional staff member may remain on the recall list by notifying the Human Resources office no later than April 1 of each year of his/her desire to remain on the recall list.
- D. A laid-off probationary non-teaching professional staff member will remain on the recall list for two (2) years after the effective date of layoff.
- E. This section shall not prevent the District from re-employing non-teaching professional staff members previously employed.
- F. When layoffs occur, the least senior non-teaching professional staff member shall be laid off first, provided a more senior non-teaching professional staff member is certified and qualified for the remaining position. A less senior certified and qualified non-teaching professional staff member shall be retained over a more senior probationary non-teaching professional staff member.

9.5 Recall Procedures

- A. All non-teaching professional staff members without a position of full-time employment shall be considered laid-off (full-time or part-time) and be placed on the Recall List in order of seniority.
- B. Open positions that occur after the Job Selection Process shall first be filled by the most senior, certified, and qualified non-teaching professional staff member or a non-professional staff member on the recall list.
- C. No non-teaching professional staff member shall be hired by the Board while there are non-teaching professional staff members in the District who are on layoff unless there are no laid-off non-teaching professional staff members who are certified and qualified to fill the vacancy.
- D. The refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a non-teaching professional staff member recall rights for an equivalent position. Acceptance of less than an equivalent position shall be a partial layoff.
- E. Non-teaching professional staff members who refuse recall to an equivalent position for which they are certified and qualified shall be removed from the recall list. However, non-teaching professional staff members under contract with another Michigan public school at time of layoff shall so inform the Human Resources Office within five (5) workdays of recall and may decline recall at that time. Such non-teaching professional staff members shall retain recall rights for subsequent openings.

- F. The Board shall provide written notice of recall by certified mail with a copy to the Association President. Whenever possible, written notice will be provided at least ten (10) workdays prior to the date to report to work. If there is no acceptance of the recall to the vacancy within five (5) workdays from the time of receipt, the right of recall shall be forfeited and the non-teaching professional staff member removed from the recall list. Non-teaching professional staff members shall ensure that the Board has a current address and telephone number on file.

- G. Changes in a non-teaching professional staff members' certification after August 15th following layoff (or leave of absence) shall not permit the non-teaching professional staff members to be recalled for the forthcoming year by causing the layoff of another non-teaching professional staff members unless all of the following conditions have been met:
 - 1. The non-teaching professional staff member has notified the Human Resources office on or before July 1 that a change in certification and/or qualifications are anticipated.
 - 2. On, or before, August 15 the non-teaching professional staff member shall have completed the requirements for a change in certification and/or qualifications.

In such cases, the 30-day layoff notice shall not be applicable.

- H. Upon recall, the non-teaching professional staff member's seniority, salary steps, fringe benefits, accumulated leave, and credit toward unpaid leave shall be reinstated, consistent with the Master Agreement existing at the time of recall. Salary requirements and longevity shall not be earned during layoff.

9.6 Nothing in this Article shall be interpreted to deny employment rights mandated by state or federal laws, rules or regulations. Program elimination or reduction shall not be used to discriminate against a non-teaching professional staff member.

ARTICLE 10

Teaching and Working Conditions

10.1 Facilities/Equipment/Supplies:

- A. The parties recognize that the availability of optimum school facilities, equipment, and supplies, (including texts for all assigned students and teachers), is conducive to providing a high quality of education. The Board, therefore, agrees to maintain the schools, grounds, and other district facilities and instructional equipment so that safe and sanitary conditions prevail. In addition, materials and equipment essential to student instruction shall be available throughout the school year, during the normal school day. Should conditions beyond the control of the Board create delays or shortages in delivery or quantity of said material, supplies and/or equipment, the Board will remedy such situations as soon as possible. It is also acknowledged that the primary duty and responsibility of the professional staff member is to teach and that the organization of the schools and school days are to be planned in such a way that the competency and energy of the professional staff members are primarily utilized to this end.
- B. Each professional staff member shall submit in writing to his/her principal or supervising administrator, a prioritized list of the instructional supplies, which he/she will need for the coming year. Such lists shall be submitted between April 1 and the end of the school year unless a professional staff member's assignment changes. The Board will furnish supplies and related equipment for each student in the class or section for the coming school year.
- C. The principal or supervising administrator shall, by June 1 of the current year, notify each professional staff member of his/her instructional supplies that have been approved by said administrator for purchase.
- D. The Board recognizes that appropriate books, library reference facilities, maps and globes, laboratory equipment, computers with supplies and software, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer, from time to time, for the purpose of improving the selection and use of such educational tools.
- E. The Board shall provide:
 - a. A separate desk or table, at the option of each professional staff member. In addition, every reasonable effort will be made to include a lockable drawer space
 - b. Suitable closet or locker space for each professional staff member to store personal articles. Every effort shall be made to provide this space in/or adjacent to the professional staff member's assignment(s).
 - c. Adequate storage space in, or adjacent to, the assignment(s) for Instructional materials for professional staff members including ancillary and itinerant professional staff members.
 - d. Facilities for itinerants and ancillary staff to ensure needed privacy for providing special services with individual or groups of students
 - e. Landline telephones shall be made available to professional staff members that allow for privacy.

- f. Restrooms for employee use only.
- g. Every school will designate a teacher accessible area for basic supplies to be stocked throughout the year (pencils, crayons, paper, tissue (nose), dry-erase markers, erasers, glue sticks, paperclips and staples, etc.)
- h. Teachers will be designated an annual classroom supply budget for needs: {all purchases are to be through PO's or established accounts (Amazon, Integrity)}. All unused funds will return to the general fund every year.
 - i. New teachers to the district - \$200 for classroom establishment
 - ii. Elementary teachers will receive \$100
 - iii. Secondary teachers will receive \$75
 - iv. Elective teachers may submit requisitions as needed to their principal. The principal will use designated budgets for electives to approve requested supplies. Catastrophic losses will be dealt with by the business office.
 - v. Elementary art teachers shall have available \$2 per student they serve in their classes.

10.2 Secretaries:

Secretaries shall be available to assist professional staff members in handling inventory of supplies and equipment, duplicating of teaching materials, collecting monies for milk and lunch and similar non-instructional responsibilities.

10.3 Collecting Money:

Professional staff members will not be required to collect funds from students where such funds are not related to school work. In cases where professional staff member must handle money, the Board agrees to protect the professional staff members against loss except where such loss may result from a violation of promulgated regulations. Professional staff members shall not be required to collect money from students unless there is a lockable space provided in the professional staff member's classroom.

10.4 Vending machines:

At the request of the Association, a vending machine shall be installed for professional staff members use where possible in schools. The Association shall assume the cost of installation and maintenance and receive the proceeds. Vending machine locations are to be approved through the Business Office.

10.5 Out of school activities:

The personal and private life of any professional staff member is not within the appropriate concern or attention of the Board, providing such out-of-school behavior does not significantly impair his/her effectiveness as a professional staff member.

10.6 Medication:

Professional staff members (ECSE-12) shall not be required to administer medication to students. While at school, students shall be referred to proper, designated personnel for this function. With proper training, professional staff members may administer medication while on field trips.

10.7 Administration:

The building principal/supervisor will be encouraged to maximize attendance in his/her building and that administrative personnel shall be available to support the professional staff members. At no time shall a professional staff member be required to administer or supervise a building and/or grounds if not normally part of his/her assigned duties.

10.8 Nondiscrimination:

The Board and the Association pledge themselves to seek to extend the advantage of public education to every student to seek without regard to race, creed, religion, sex, color, national origin, genetic information or disability; and to seek to achieve full equality of educational opportunity to all students. Furthermore, the Board and the Association collectively, and through its individual members, recognize the need to provide opportunities for successful classroom experiences for all students, and thereby pledge themselves to the fullest possible achievement of this goal.

10.9 Roundtable:

The Board agrees to establish a committee composed of its executive cabinet and representatives of the Association to meet monthly for the purpose of reviewing and discussing any items which may affect working conditions, including safety programs or curriculum. The Board and the Association recognize that to meet the challenges and changes facing public education, it is essential to broaden participation in the decision making process of the district. The Board will encourage its administrators to adopt management styles conducive to obtaining this goal. The Association will encourage its members to participate in a positive manner.

10.10 Calendar Changes:

- A. Professional staff members will be notified in writing five (5) work days prior to changing, deleting or interrupting regularly scheduled classes for assemblies, programs or other events. Exceptions to the above may be allowed in emergency situations and in unforeseen circumstances. When this occurs, affected professional staff members and the Association Representative will be notified in writing as soon as possible.
- B. Itinerants and ancillary professional staff members will be notified of changes in classes and building schedules in writing five (5) work days in advance.

10.11 Grade and attendance reporting procedures:

- A. Teachers shall submit student attendance on a daily basis.
- B. Secondary:

The Association and Administration recognize the importance of reporting student progress to both parents and students. Except where mutually agreed upon in the calendar, middle school professional staff members shall submit mid-marking period reports for all students by four p.m. (4:00 p.m.), on the third (3rd) working day following the official end of these reporting periods. A primary purpose of the mid-marking period reports is to notify parents of the risk of failing and other comments teachers deem appropriate. Secondary professional staff members shall submit semester grades only, using the same third (3rd) workday timeline for submission as mentioned above. Failure slips shall not be due until noon of the day following the student's exam. Secondary teachers shall enter graded assignments into the computer on a weekly basis, provided there are graded assignments to report. All final year-end grades will be submitted prior to the teacher leaving on the final work day.

C. Elementary:

Except where mutually agreed upon in the calendar, elementary teachers shall submit semester grades only for all students by four p.m. (4:00 p.m.), on the third (3rd) workday following the official end of these reporting periods.

Teachers are expected to enter unit assessments grades (at a minimum) in the electronic grading system for mathematics, reading, writing, science, and social studies biweekly in conjunction with the District assessment calendar.

D. Revisions or Changes:

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

ARTICLE 11

Class Size

11.1 Because pupil-teacher ratio is recognized to be an important element of the education system, the parties agree that class sizes, on the Monday of the week of the official State count days and thereafter each semester, shall not exceed the following standards for regular K-12 programs. Every effort shall be made to bring class sizes into compliance with the terms of this article during the first five (5) student days. In addition, every effort will be made to keep class enrollment to a level that can be accommodated by the classroom facility in terms of appropriate seating and safety for students.

11.2 Prior to April 15 of each year, the Association and the Board shall review proposed student-teacher ratios based on all pertinent data.

11.3 Staff Changes

Whenever staffing changes are anticipated that affect student-teacher ratios, the Association and the Board shall review such proposed changes prior to their implementation.

11.4 Class Size – Elementary

A. The Board and Association agree that the recommended class sizes shall be the following:

All Pre-K-1st grade classes	20	(two-year pilot for gathering data)
Grade 2	25	
Grades 3-5	27	
Multi-graded general ed. classes	25	

In determining class sizes for the start of school the above maximums shall be used.

When possible, pupils shall be redistributed into other classrooms of the same grade level within that building for the purpose of alleviating the overloaded classes. The redistribution of students shall be done following consultation between the affected teachers and the building administrator.

B. Elementary Overload Compensation:

On the fifteenth (15th) day of class after the start of each semester, class sizes that exceeded those listed above shall make the teacher eligible to choose one of the following overload compensation options. If a teacher is given an overload outside the parameters listed above, compensation will be prorated.

All efforts will be made to ensure a teacher shall not have more than 23 students in a Pre-K-1st grade class, 29 students in 2nd grade classes, 31 students in 3rd-5th grade classes, or 29 students in multi-graded classrooms by the fifteenth (15th) day of class after the start of the semester.

Number of students over the recommended class size	Compensation
One over	\$200 per semester
Two over	\$400 per semester
Three over	\$600 per semester Or An overload assistant.
Four over	\$1,000 per semester Or An overload assistant
Five over	\$200 per student per semester Or An overload assistant

1. Overload Assistant
If the teacher chooses to use an overload assistant, the assistant will be available for a time equivalent to five (5) half instructional days per week for the duration of the semester. The schedule of hours worked for the overload assistant is to be arranged by the teacher with the assistant.

2. Financial Compensation - See table above

Financial compensation is for use by the teacher at his/her discretion. Use of such funds may include, but is not limited to the following:

- 1.) To purchase extra supplies and classroom materials in accordance with Board policies and procedures.
- 2.) To pay for class speakers or field trips in accordance with Board policies and procedures.

This option is available any time during each semester.

11.5 Class Size – Secondary (MHS, Middle School and MCEC)

A. Secondary Overload Compensation:

Classes shall be built with a target of twenty-five (25) students per class. On the fifteenth (15th) day of class after the start of each semester and thereafter, if a teacher has more than twenty-eight (28) students assigned to any section of his/her schedule, the teacher shall receive the following overload compensation:

Number of Students	Financial Compensation (TOTAL)
29	\$75 per semester
30	\$125 per semester
31	\$175 per semester
32	\$225 per semester

In no case shall a teacher have more than thirty-two (32) students entered on the fifteenth (15th) day of class after the start of each semester. The financial compensation shall remain in effect until the end of the semester. Overload compensation will be prorated from the time the overload student(s) have been added to the class.

Physical Education classes shall have no more than thirty-six (36) students entered per class except by mutual agreement. After thirty-two (32) students, the overload rate shall be applied.

This financial compensation is for use by the teacher at his/her discretion. Use of such funds may include, but is not limited to the following:

- a. To purchase extra supplies and classroom materials in accordance with Board policies and procedures.
 - b. To pay for class speakers or field trips in accordance with Board policies and procedures.
- B. The enrollment in classes requiring work stations (e.g. technical education, computers, vocational, laboratory classes, etc.) shall be limited by the number of work stations available. When a question arises of what constitutes a work station, a teacher or the Association may request a committee to determine the number of work stations. A committee of four members shall examine the classroom to determine the number of work stations available. The committee shall consist of the classroom teacher, another teacher (appointed by the Association), and an administrator (designated by the Superintendent), and the building administrator. All decisions of this committee shall be by majority vote.
- a. Class size limitations specified above shall not be applicable to large music ensembles such as bands, orchestras, or choirs.
 - b. Whenever possible, in order to balance class size, students shall be evenly distributed into other classrooms.
- C. Class size with Section (7/6th) Overload – Secondary (MHS, Middle School, MCEC)
- 1. Section numbers for students as outlined in Section 11.5 (A) shall apply.

Overload compensation will be calculated and emailed to the teacher for confirmation prior to payment.

11.6 Class Size - Special Education

- A. The Board agrees to abide by the class size, caseloads, and other conditions governing the administration of special education programs and services set forth in the approved MAISD Plan for the Delivery of Special Education Programs and Services. When not addressed in the MAISD Plan, then the Michigan Department of Education Revised Administrative Rules for Special Education shall apply. The only exception shall be when a student transfers into Muskegon Public Schools from another school district with a current IEP. The receiving teacher(s) shall be compensated \$100 per day for each student over the allowable class size for the first five days the district is out of compliance and \$200 per day for each student over the allowable class size for days six through ten when the district is out of compliance. On the tenth day, the district shall be in compliance. The Professional Staff Member shall notify the Principal and Director of Special Education when their class is out of compliance. Failure to comply with administration's corrective measures and/or failure to provide written notification will result in loss of any overload compensation.
- B. In the event that a substitute para educator is not provided, the teacher may submit payroll for each hour the para educator was to be present in their classroom, at the teacher hourly rate.

11.7 Assignment of Special Education Students

- A. The District and staff will follow all federal and state laws.
- B. When assigning special education students to general education classes the following criteria shall be among those considered:
 - 1. Class enrollment.
 - 2. Individual disability
 - 3. Room configuration.
 - 4. Accommodations in compliance with the IEP.
 - 5. Support needed (including related services).
- C. A general education teacher is considered a member of the IEPT as outlined by regulations and shall attend and participate in the IEP meeting.
- D. When more than five (5) special education students (including those who are language impaired) are assigned more than half-time to an elementary general education class, the multi-graded general education class size limit shall apply.

11.8 Team Teaching

- A. Team teachers shall work collaboratively for planning, instruction, and grading. Each teacher who participates in team teaching may use three (3) hours per month from August to May outside of the school day for the purpose of team planning with their partner. This shall be paid at the professional development rate when the teacher submits a time sheet.
- B. An elementary classroom (K-5) shall be defined as a team-taught classroom during which times both a general education teacher and special education teacher are assigned to that classroom. The special education teacher shall be assigned in that classroom for specific core subjects for the length of time dedicated to that core subject in accordance with the IEP.

- C. A secondary (6-12) team taught class period shall be defined as a single class period to which both a general education and special education teacher are assigned for the full-period.
 - D. Every reasonable effort shall be made to maintain teacher teams who have been successful in team teaching.
 - E. When one teacher on a team teaching team is absent, the building administration shall provide a substitute teacher. In the event that a substitute teacher is not provided, the other teacher on the team may submit for the equivalent MCTEA hourly rate for each missed hour. Team teachers are each to be present at all scheduled class times.
- 11.9 Administration will make every reasonable effort to build class rosters equally across the grade level/subject area. If a circumstance arises that cannot be collaboratively solved by the building administration and the MCTEA, the MCTEA may refer the matter to the Superintendent for an expeditious resolution.

ARTICLE 12

Professional Qualifications

- 12.1 All new teachers, including substitutes, employed by the Board for assignment in the district shall have at least a Bachelor's Degree and a provisional, permanent/continuing type certificate or, in those instances where the teacher is employed and assigned to positions where Michigan State certification is not required, e.g. social workers, school psychologists, etc., the new teacher shall have received necessary approval from the Michigan Department of Education (Special Education Services Area). In case of substitutes, the ninety (90) day certificate shall be recognized as proper certification.
- 12.2 The employment of teachers without the minimal degree, provisional permanent/continuing type certification, or approval as outlined in 12.1 above, is to be permitted only under the Michigan Department of Education Guidelines.
- 12.3 Assignment of 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 and District Handbook.
 - B. A Mentee shall be defined as a teacher in his/her first three (3) years in the classroom. Each Mentee shall be assigned a Mentor Teacher by the Board, with notification to the Association.
 - C. 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. A mentor teacher will receive a \$200 stipend per year.
 - D. A Mentor Teacher shall be assigned in accordance with the following:
 - 1. Participation as a mentor shall be voluntary.
 - 2. The Mentor Teacher shall be tenured with Muskegon Public Schools.
 - 3. A Mentee shall only be assigned to one (1) Mentor Teacher at a time. This limit may only be exceeded if there exist extenuating circumstances and the Association and Administration mutually agree that it is in the best interest of the Mentee.
 - 4. 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 feels it would be in the best interest of the Mentee to make a change, a new Mentor Teacher shall be named at the end of that semester. At the end of each year, the match will be reviewed and the appointment will only be renewed by a mutual agreement of the Mentor Teacher, Association and Administration.
 - 5. Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching.
 - 6. The purpose of the Mentor/Mentee match is to acclimate the teacher and to provide necessary assistance toward attaining quality instruction. The Board and

Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or the Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee, nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher except as required by law.

The mentor/mentee relationship is based on one of coaching not on formal authority.

- 12.4 The Board or its designee shall file for and pursue, as needed, the renewal of annual vocational authorization permits for teachers assigned to teach approved vocational classes as provided for under Section 390.1165, Rule 65, and Administrative Rules governing the certification of Michigan teachers. Teachers affected will be notified in writing at the earliest possible date that certification has been applied for and will be immediately informed of the acceptance or rejection of the renewal.

ARTICLE 13

Paid Leaves of Absence

13.1 Definitions

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

13.2 Sick leave (Personal illness and/or disability)

- A. Each professional staff member shall be granted ten (10) sick days at the beginning of the year for ten (10) month employees and twelve (12) days per year for twelve (12) month employees, prorated if hired after September 1. If the professional staff member leaves the district before the end of the school year, the final pay will reflect a proration of the granted sick day pay.
- B. Professional staff members who have accumulated sick leave due to previous service but who are unable to begin a new contract year because of personal illness or personal injury shall be allowed to draw upon such sick leave accumulated until it is depleted or until resumption of assigned work. Seniority shall continue to accrue during such illnesses or disabilities.
- C. Accumulation of sick leave days shall be capped at one hundred twenty (120) days for teachers hired after July 1, 2019. Any professional staff members hired previous to July 1, 2019 will continue to accumulate sick days without limit.
1. Professional staff members who have sick leave available to them upon their verified retirement, will receive \$52.00 for each accumulated sick day.
 2. Upon request, a separate check will be issued to the retired member for the appropriate amount
- D. Additional absence beyond accumulated sick leave shall result in deduction on a per diem basis.
- E. Any professional staff member who is absent because of injury or disease in compliance with the Michigan Workers' Compensation Law shall receive from the Board the difference between the allotted amount and his/her regular salary for the duration of the illness limited to, and deducted from, any accumulated sick leave. The number of days of sick leave deducted would be proportionate to the dollar amount contributed in salary by the Board. However, if a professional staff member suffers a job-related injury in the course of carrying out the responsibilities of his/her employment, such absences shall not be charged against the professional staff member's sick leave, providing the injury does not involve negligence on the part of the professional staff member, or the

professional staff member did not exercise reasonable care. In cases where an injury is determined to be job-related and incurred during the course of carrying out the responsibilities of the professional staff member's employment, the professional staff member shall be paid the difference between his/her salary and the benefits provided under the Michigan Worker's Compensation Act for the duration of the absence or up to one year, whichever is longer.

- F. Illness and disabilities associated with, caused by, or contributed to by pregnancy, miscarriage, abortion, child birth and the recovery therefrom shall be treated as any other illness or disability.
- G. The Board reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any professional staff member whose personal illness, injury or disability extends beyond the period compensated under Article 13 shall be granted a leave of absence without pay for such time as is necessary for complete recovery (but not to exceed twelve (12) months). Any professional staff member may be granted an unpaid leave of absence (not to exceed twelve (12) months) to care for an immediate family member who suffers from an illness, injury or disability. Upon return from leave, a professional staff member shall be granted the same position or a substantially equivalent position.
- H. The Association expects that the use of sick leave will be on an ethical basis in keeping with the high standards of the teaching profession. The parties agree that the use of sick leave is specifically limited to the purposes outlined in this Article.
- I. The professional staff member shall, upon request of Human Resources, furnish a medical statement or other proof of illness or satisfactory recovery covering any period of absence, which exceeds five (5) consecutive work days. If a pattern of absences develops, Human Resources, the chairperson of the Professional Rights and Responsibilities Committee or designee, and the professional staff member involved shall meet to seek a resolution to the situation. If it is determined by Human Resources and a MCTEA representative that a pattern of absences exists, Human Resources may request a medical statement. In the event an illness or disability is likely to exceed seven (7) consecutive work days, the professional staff member shall make every effort to notify Human Resources of the probable date he/she will be able to return to work.
- J. If a professional staff member enrolls in professional development that is paid for by the district and does not attend, they are responsible for reimbursing the District for any costs incurred, unless the professional staff member provides verification satisfactory to the District that s/he contacted, or was seen by a healthcare professional.
- K. Professional staff members shall have the right to donate their accumulated sick days in full-day increments to a Universal Sick Bank. This bank is formed to support members in need of emergency days beyond their allotted sick leave to reach Short-Term Disability. The following conditions apply:
 - 1. The staff member receiving days must be incapable of working via a doctor's diagnosis and/or note, and be able to meet the terms and conditions needed to qualify for Short Term Disability or FMLA qualified absences.
 - 2. The donation of said days will be sent in writing to the Human Resources office or designee and the payroll clerk. Universal Sick Bank donations will be accepted through the second (2nd) week of September. If the bank runs low on days, the MCTEA may request the district to open a donation week, which shall not fall on a payroll week.

3. Once sent, the donation may not be retracted.
4. The donor of said days shall remain anonymous to the designated person receiving the days.
5. No member shall receive a donation greater than the days needed to reach Short-Term Disability.
6. Exceptions to the conditions listed above will be decided on a case by case basis by the MCTEA and the Board.

A written request to Human Resources may be submitted by professional staff members for the use of Universal Sick Bank time. The request must be accompanied by a doctor's note and cover all requested dates for the donation. The request will be processed on the next available payroll date. Any unused days will be removed from the professional staff member's personal sick leave bank and returned to the Universal Sick Bank.

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

- A. Absence of not more than five (5) days will be granted per school year caused by each death in the immediate family. The first three (3) days shall be compensated by the district and the last two (2) days will be deducted from sick leave. Requests for exceptions must be approved in writing through Human Resources. Human Resources reserves the right to request documentation.
- B. The Board recognizes that reasonable travel time to attend to matters outlined in this Section is appropriate uses of sick leave.
- C. Absence of not more than three (3) days for the death of an aunt, uncle, nephew, niece or first cousin shall be deducted from sick leave.
- D. Absence in this Section shall be counted as sick leave and deducted under the regulations of Section 13.2 unless noted above.
- E. Additional absence shall result in a deduction on a per diem basis.
- F. No unused days in this Section may be accumulated.

13.4 Miscellaneous Provisions Regarding Absence

- A. Professional staff member who may have accumulated sick leave days under provisions of Section 13.2, paragraph C, and who terminate their employment with this school system, shall not be compensated for unused sick leave days and said unused sick leave days may not be carried forward in case of subsequent re-employment by this school system.
- B. No professional staff member shall absent himself or herself from regular duties except as provided in this Agreement without the prior permission of Human Resources. When, in the judgment of Human Resources, such absence contributed to the general interest of the school system, compensation may be paid on a full or partial basis.

13.5 Absence with Pay Not Chargeable Against the Professional Staff Member

Allowance shall be granted for the following reasons:

- A. Absence when a professional staff member is called for jury duty. (Pay difference between jury pay and regular pay)
- B. Court appearance as a witness whenever a professional staff member is subpoenaed to attend any proceeding. (Pay the difference between the court fee and regular pay.) Expense allowances provided by the court shall not be reimbursed to the district. Neither shall the professional staff member be required to reimburse the district for expense allowances, jury pay nor court fees, if such service takes place when school is not in session.
- C. Approved visitation at other schools, or for attending education conferences or conventions.
- D. Provided that the Association President submits the schedule of monthly Board and Executive Committee meetings to Human Resources by October 15, members of the Board of Directors, officers of the Association and Executive Committee members shall be entitled to leave their place of assignment following the dismissal of classes at the close of the regular school day to attend monthly scheduled meetings. Should individual professional staff members have reason to appear at such regularly scheduled meetings, the Association President or President-Elect shall notify Human Resources at least twenty-four (24) hours in advance.
- E. Association representatives, the Association Grievance Chairperson and other Association officials as identified by the Association President, with a listing thereof forwarded to Human Resources within five (5) school days of their designation, shall be released to perform Association business five (5) minutes after the release of students in their respective buildings, provided that such departure from regular working hours does not conflict with meetings scheduled under the provisions of Article 5.7.

When Association business requires said official to leave his/her building before the close of regular working hours, proper and timely advance notification shall be given to his/her building principal.
- F. In addition to the foregoing, the Board shall provide at no cost to the Association, sixty (60) days of released time per school year for the conduct of Association business. An additional thirty (30) days of released time per school year for the conduct of Association business shall be allowed providing the Association reimburses the Board for the monies expended to hire necessary substitutes. The Association shall be obligated to reimburse the Board for such substitute costs no later than June 15. Association days may be taken in whole or half-day segments. Both parties agree that written notification of intent to use Association days, as provided for herein, shall be forwarded to Human Resources by the President or President-Elect at least twenty-four (24) hours in advance. In cases of emergency, notification by phone shall be considered appropriate. The Board shall not contribute MPERS credit for such absences, unless reimbursed by the employee or Association.
- G. Time necessary to take the selective service physical examination.
- H. Personal business leave days shall be allowed at the rate of three (3) days per school year of on-the-job employment, non-accumulative. In all instances where personal business leave is involved, except as indicated elsewhere in this Article, notice by the

professional staff member need only state that the leave is for personal business. The personal business leave allowance shall be pro-rated whenever actual on-the-job days are less than full term employment. Personal business leave shall be allowed only when the principal or other supervisory head has been notified of intended absence twenty-four (24) hours or more in advance. No personal business leave days shall be allowed during the first thirty (30) days of initial employment except for an emergency approved by the Human Resources. Professional staff member who has used three (3) personal leave days and terminate their employment prior to serving a minimum of ninety-five (95) contractual days, shall have one and one-half (1 1/2) days of personal business leave pay deducted from their final paycheck. Personal business leave days shall not be allowed immediately prior to or following a holiday or vacation or on a Friday preceding a Sunday or Monday holiday or vacation. Personal business leave time may be taken in units of one-half (1/2) days. The practice of extending a holiday or vacation by combining personal leave with unpaid leave shall be disallowed.

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

13.6 Professional Staff Member Professional Improvement Day

- A. Each professional staff member shall be allowed two (2) days per school year for Professional Improvement. Such days may be used at the professional staff member's discretion for, but not limited to, such activities as seminars, workshops, in-services, educationally relevant visitations, etc. This day may be used in increments of one-half (1/2) day. Forty-eight (48) hours' notice shall be given to the professional staff member's supervisor. The day shall not be used to extend a holiday or vacation.
- B. Unused professional improvement days shall be added to the sick leave accumulation.

13.7 Religious Holidays

Upon advanced written notification, it is agreed that professional staff members may take the religious observance days off.

In exchange, they will work one day prior to the start of the normal school year, or use their professional improvement day as compensation for one day, or report to work two days prior to the start of the normal school year.

ARTICLE 14

Other Leaves of Absence

14.1 Leaves of absence of up to one (1) year without pay may be granted upon request to any professional staff member who has completed at least five (5) years with the Muskegon Public Schools. Such requests shall be made sixty (60) days prior to the commencement of said leave, unless otherwise mutually agreed to for the following purpose.

- A. Study related to the professional staff member's license field.
- B. Study to meet eligibility requirements for a license other than that held by the professional staff member provided such license and/or certification is related to the field of education.
- C. Study, research or special teaching assignment involving advantage to the school system.
- D. The regular salary increment occurring during such period shall be allowed for C above.
- E. Professional improvement and/or educational enrichment related to the professional staff member area(s) of assignment and/or certification/license. Prior written approval by Human Resources must be granted before the regular salary increment, occurring during such period, shall be allowed. Upon return, the professional staff member shall be given an equivalent position, if available.

14.2 Parental Leave

- A. A professional staff member shall be entitled, upon written request, to a parental leave of absence for up to one full school year without pay to commence at the end of disability due to childbirth, or any time during the first year after receiving defacto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements of adoption. Such requests shall include the beginning and probable ending date of said leave. An additional year may be granted upon a timely request made in writing at least 30 school days before the expiration of the initial leave.
- B. A professional staff member who is granted a parental leave of absence pursuant to this Section shall, after written notification to Human Resources of a desire to return to active employment, be assigned to the first available position for which he/she is certified and qualified.

14.3 Personal Leave

- A. A professional staff member may submit a written request, for a personal leave of absence of up to one (1) full school year without pay. Unless otherwise mutually agreed upon, such requests shall be made sixty (60) days prior to the commencement of said leave.
- B. A professional staff member who is granted a personal leave of absence pursuant to this Section shall, after written notification to Human Resources of a desire to return to active employment, be assigned to the first available position for which he/she is certified and qualified.

14.4 Military Leave

Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States in accordance with the requirements of the applicable law. Teachers who make application to return to the Muskegon Public Schools within ninety (90) days of discharge from the armed forces shall be given the benefit of any increments up to a maximum of two (2) years credit which would have been granted to them had they remained in active service to the school system.

14.5 Under normal circumstances leaves cannot be consecutive or sequential (i.e. Personal Leave following a Parental Leave or Parental Leave followed by Personal Leave, etc.). Exceptions will be made only by mutual consent of the parties.

14.6 Eligible employees may use up to 12 weeks of leave as provided by the Family Medical Leave Act (FMLA) and Board policy. When applicable paid leave shall be concurrent with FMLA leave. The employer shall pay for their portion of the health insurance premium. If an employee of their own volition fails to return upon expiration of FMLA then the employee shall reimburse the employer paid health insurance premiums henceforth.

ARTICLE 15

Non-Teaching Professional Staff Member Evaluation

- 15.1 The primary purpose of non-teaching professional staff member evaluation in the district shall be improvement of instruction and related services. Embodied within such purpose are the principles of due process, non-arbitrary and capricious as fundamental elements of the evaluation program. Because the improvement of instruction is basic to quality education, the criteria for non-teaching professional evaluation needs to be continually reviewed and strengthened. To this end, the following body is established.
- 15.2 All monitoring or observation of the work performance of a non-teaching professional staff member shall be conducted openly and with full knowledge of the professional staff member. The use of eavesdropping, or undisclosed use of closed circuit television, public address or audio systems, wire or tape recorder and similar surveillance devices shall be strictly prohibited.
- 15.3 The Board and the Association recognize that, in most instances, the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment. The parties agree, however, that the quality of instruction provided to students is the basic responsibility of the school.
- 15.4 Any adverse evaluation of non-teaching professional staff member's performance asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure as set forth in Section 16.2 of Article 16.
- 15.5 If the discharge of a non-teaching professional staff member, due to adverse evaluation, is to be considered, such action shall be preceded by:
- A. Repeated occurrences of serious impairments to effectiveness.
 - B. Direct communication to the non-teaching professional staff member that he/she must improve and the consequences of failure to do so.
 - C. Repeated attempts by administrators and the school district to provide assistance and resources to help the non-teaching professional staff member to improve.
 - D. Substantial opportunity for the non-teaching professional staff member to improve.
 - E. Substantial data to suggest that the non-teaching professional staff member is not competent to continue in the profession.
- 15.6 Each non-teaching professional staff member's evaluation shall include at the conclusion of the report, the statement:

"Considering all factors, the work performance of the non-teaching professional staff member is:

Highly Effective _____ Effective _____ Minimally Effective _____ Ineffective _____

ARTICLE 16

Non-Teaching Professional Staff Discipline

16.1 Definitions

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

“Progressive Discipline” Concept of applying disciplinary action in increasing degrees of severity, ranging from verbal warning (least severe) to discharge as a last resort (most severe).

“Disciplinary Action” Disciplinary measures of a progressive nature, such as verbal warnings, written warnings, reprimands, suspensions, reduction in rank, compensation or professional advantage, or discharge.

“Arbitrary and Capricious” The criteria for:

- a. Could the non-teaching professional staff member reasonably have been expected to know that disciplinary action could result as a consequence of his/her behavior?
- b. Was the rule or policy reasonably related to the orderly, efficient and safe operation of the district or to behavior that the district might properly expect of a non-teaching professional staff member?
- c. Prior to administering disciplinary action, was an effort made to determine whether, in fact, the non-teaching professional staff member did violate or disobey a rule or policy?
- d. Was the investigation conducted in an objective, impartial manner?
- e. Did the investigation provide ample evidence that the non-teaching professional staff member was guilty as charged?
- f. Was the degree of discipline administered reasonably related to the seriousness of the non-teaching professional staff member’s offense and past record of service to the district?

“Procedural Due Process” Adherence to procedures as specified in this Agreement.

16.2 No disciplinary action shall be taken against any non-teaching professional staff member without arbitrary and capricious consideration. Any such discipline, including adverse evaluation of a non-teaching professional staff member’s performance, shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available in writing to the non-teaching professional staff member, and if the non-teaching professional staff member so requests, a copy will be provided to the Association.

16.3 The Board agrees to follow a policy of progressive discipline regarding the non-teaching professional staff member.

16.4 Except in those instances involving gross misconduct where sections (a) and (b) of “arbitrary and capricious” definition would apply, if the discharge of a non-teaching professional staff member is to be considered, such action shall be preceded by:

- A. Repeated occurrences of the alleged offense.
 - B. Direct communication to the non-teaching professional staff member that he/she must improve and the consequences of failure to do so.
 - C. Repeated attempts by administrators and the school district to provide assistance and resources to help the non-teaching professional staff member improve.
 - D. Adequate opportunity for the non-teaching professional staff member to improve.
 - E. Adequate data to suggest that the non-teaching professional staff member is unfit for the teaching profession.
- 16.5 In all instances involving discipline measures instituted by the Board against a non-teaching professional staff member, the Board shall bear the burden of proof.
- 16.6 Grievance Procedure: Non-teaching Professional Staff Member Evaluation and Discipline.

Grievances pertaining to discipline action (as defined in Section 16.1 of this Article), adverse evaluation of non-teaching professional staff members shall be subject to the grievance procedure.

ARTICLE 17

Protection of Professional Staff Member

17.1

- A. Since the professional staff member's authority and effectiveness in his/her classroom or other place of assignment are undermined when students discover that there is insufficient administrative backing and support of the professional staff member, the Board recognizes its responsibility to give all reasonable support and assistance to professional staff members. In view of this, building administrators shall make every reasonable effort to support professional staff members in the establishment of a learning environment in the building that is conducive to effective instruction.
- B. The Board recognizes the need to allow time for sending and receiving professional staff member to write reports and attend individual educational planning committee meetings. At the secondary level, a potential receiving general education professional staff member shall be selected by the building principal. This professional staff member shall review the plan with other receiving professional staff members to discuss possible changes before any new program is implemented.
- C. The Association and the Board of Education recognize the needs and rights of all disabled students as described in Federal and State Laws. Both parties are committed to meeting the unique educational needs of all students with disabilities or special needs.
- D. The parties recognize the shared desire to provide all disabled students the opportunity to be educated in their own school building with same age peers consistent with the provisions of State and Federal Laws. Both parties recognize that a full continuum of special education programs and services should be available to serve the unique needs of these students. Even the most severely impaired students should be given consideration for being included in a home school education, and both parties agree that procedures will be followed that ensure good planning and preparation to provide each individual student with a successful program.
- E. It is recognized that students with a disability may enter Muskegon Public Schools in a variety of ways: transfer from another school system, return from a "center" program or begin their education in the District as a young child. It is agreed that specific procedures, consistent with State and Federal Laws will be followed to initiate services:
 - 1. When the district convenes an Individual Education Planning Team (IEPT) to determine options in placement, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the IEPT. The receiving teacher will receive training as indicated by the IEPT.
 - 2. A post-IEPT conference shall be held with the receiving teacher(s) and the Special Education representative(s) within thirty (30) school days to review and access the resulting placement and delivery of educational services. This meeting shall be scheduled at the time of the IEPT meeting but may be convened sooner at the teacher's request.
- F. The primary function of the teacher is to provide instruction and "general care" to all students in the school environment. When health care needs, custodial, or behavior needs routinely require assistance, the IEPT will designate appropriate supports to fulfill these tasks. This does not preclude the need for teachers to be trained to carry out these responsibilities in emergency situations.

- G. The District assures training will occur at the beginning of each school year and as the need arises to acquaint staff with unique procedures to be followed as indicated in the IEP or 504 plan, and the training shall include the function of the IEPT and the teachers' pivotal role in the IEPT or 504 process.
 - H. Any general education teacher with students with IEP's who feels that the students in his/her classroom need assistance and/or additional resources due to an inability to access the general education curriculum or severely disrupts the delivery of instruction shall receive mutually agreed upon support by the teacher, building administrator and the Office of Specialized Instruction.
- 17.2 Although compulsory education has been mandated by statute and enforced by the courts to guard the student from arbitrary exclusion, attendance can be prohibited or restricted when a student is in violation of one or more of the categories of misconduct as outlined in the Student Code of Conduct approved by the Board. Therefore –
- A. A professional staff member may immediately refer a pupil from a class to the principal's office when the seriousness of the offense, the persistence of the misbehavior and/or the disruptive effect of the violation(s) makes the continued presence of the student in the classroom intolerable. For the purposes of this section, the term "intolerable" shall refer to any student behavior that threatens the welfare and/or safety of the professional staff member and/or other students, disobedient or gross misbehavior as defined in the Student Code of Conduct, and/or any activity that is so disruptive the instruction is continually interrupted. In such cases, all offenses shall be documented and the professional staff member will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be permitted to return to the classroom from which he/she was referred for the remainder of the class period in secondary schools, (equivalent time in elementary schools) unless specifically requested by the professional staff member at the time the student is sent from the room. Supervision of such students shall not be the responsibility of another professional staff member unless the professional staff member agrees to this assignment and the duration is on a semester basis. Staff members may suspend a student in accordance with section 1309 of the Michigan Revised School Code.
 - B. When, in the opinion of the professional staff member, the student's behavior continues to be disruptive to the learning process after returning to class, or the student continues to violate known and approved rules pertaining to student behavior, the professional staff member shall furnish the principal full particulars of all aforementioned incidents of misbehavior and a description of efforts the professional staff member has made to work more effectively with the student. Action taken by the principal shall be reported in writing to the professional staff member. The principal's written response shall include full particulars of the content of his/her discussion with the student, what conditions have been established to deal with future incidents and the disposition of the case. The student shall not be returned to the classroom until a consultation with the principal, professional staff member, and student has taken place in accordance with the following rules:
 - 1. The consultation shall be in private.
 - 2. The professional staff member shall have the right to representation by the Association if the parent or guardian of the student approves either in writing or verbally.

3. The consultation should not interrupt the professional staff member's instruction time.
 4. Every effort will be made by the administration to involve the parent(s).
- C. Student misconduct in hallways and other places where professional staff member has responsibility to supervise student conduct shall be dealt with as outlined:
1. The professional staff member will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
 2. The principal shall respond to the professional staff member in writing. The principal's written response shall include full particulars of the content of his/her discussion with the student, what conditions have been established to deal with future incidents, and the disposition of the case when allowed by the law.
 3. If the consultation between the principal, professional staff member, and student is requested by either the professional staff member or the principal, the provisions of 17.2 B. 1., 2., 3., and 4 of this Article shall apply.
- 17.3 When a professional staff member has one or more pupils who, in the opinion of the professional staff member, is repeatedly disruptive to the learning process of his/her classmates, or is repeatedly in violation of the Student Code of Conduct, and previous efforts by the professional staff member (s) and the principal/administrator have failed to alleviate or rectify the situation, a written report by the professional staff member will be given to the building principal/supervisor who will forward this report to the Director of Pupil Personnel. Effective steps will be made by the administration and the Board to alleviate the situation by whatever means is available including referral for special education evaluation. This evaluation is to be given priority status.
- 17.4 Any case of assault upon a professional staff member shall be promptly reported in writing to the Board or its designated representative. Copies of this report are to be forwarded immediately to the Association. The Board will provide legal counsel to advise the professional staff member of his/her rights and obligations with respect to such assaults and shall render all reasonable assistance to the professional staff member in connection with the handling of the incident by law enforcement and judicial authorities.
- 17.5 If any professional staff member is complained against or sued by reason of disciplinary action taken by the professional staff member against a student, the Board will provide legal counsel and render all necessary legal assistance to the professional staff member for his/her defense, provided the professional staff member has complied with the Student Code of Conduct as established by the Board.
- 17.6 Time lost by a professional staff member in connection with any suit referred to in Paragraph 17.5 above of this Article shall not be charged against a professional staff member unless the professional staff member is proven guilty or found liable in a court of law. Under no circumstances shall such loss of time be allowed if the professional staff member involved was following the guidelines of the Student Code of Conduct, and performing his/her assigned duties.
- 17.7 When not covered by the employer insurance, the Board will reimburse professional staff members for any non-negligent loss, damage or destruction of clothing or personal property of the professional staff member while on duty in the school or on school premises if such loss or damage is the result of a student attack upon the professional staff member or results from

student resistance to reasonable discipline or physical restraint by the professional staff member.

- 17.8 The Board will strongly encourage building administrators to enforce the present and future trespassing laws. These laws will be enforced against all students not assigned to that building, non-students, and non-employees.
- 17.9 It is understood that professional staff member shall have the right if in doubt, to request and receive any administrative order in writing unless an emergency situation exists.
- 17.10 No action shall be taken on any complaint by a parent or a student-directed toward a professional staff member nor shall any notice thereof be included in said professional staff member personnel file before such matter is reported in writing to the professional staff member concerned.
- 17.11 The standard for administering student discipline in the district for both professional staff members and administrators shall be the Student Code of Conduct, as currently adopted, or subsequently revised by the Board. The Association may, as deemed necessary, suggest revisions of the Student Code. Such recommendations shall be conveyed in writing to the Office of Pupil Personnel Services. If any provision of the Student Code or any application of it shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. Copies of the Student Code of Conduct shall be available on the website to all professional staff members within the first ten (10) days of each school year. New professional staff members hired during the school year shall receive their electronic copy within the first ten (10) days of employment. Any revisions to the Student Code of Conduct shall be distributed electronically to all professional staff members within ten (10) days after Board adoption.
- 17.12 Upon request, a professional staff member shall be allowed to have an Association representative present (such as a building representative or other available representative) during an investigatory interview if the professional staff member is the respondent to a complaint that may result in discipline, as in stated the Weingarten Rights.

ARTICLE 18

Negotiation Procedures

- 18.1 The initial meeting in negotiations shall be for the purpose of discussing ground rules and for mutually establishing a regular schedule of meeting dates. Such meeting shall be scheduled for no later than April 15 of the year in which the contract expires. The parties further agree that all initial proposals shall be exchanged within thirty (30) days of the first meeting.
- 18.2 Neither party shall have any control over the selection of the negotiating nor bargaining representatives of the other party and each party may select its representatives from within or outside the school district. No final agreement between the parties may be executed without ratification of a majority of the Board and the Association. Each organization pledges that its negotiating team represents the respective organization clothed with the power to properly and effectively negotiate.
- 18.3 Four (4) signed copies of the final Agreement shall be executed by the parties. Two (2) shall be retained by the Board and two (2) by the Association.

ARTICLE 19

Grievance Procedure and Arbitration

19.1 Definitions

- A. A grievance is defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement, in accordance with the prohibited subjects of bargaining.
- B. An "aggrieved person" is the professional staff member(s) and/or Association having a grievance.

19.2 Purpose

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

19.3 Grievances shall be resolved as follows:

Level One

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

Level Two

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

Level Three

If the grievance is not resolved in Level Two, the aggrieved person may, within five (5) work days of receipt of the principal's answer, submit to Human

Resources a signed, written "Statement of Grievance." A copy shall be given to the principal involved at the same time. The "Statement of Grievance" on the form available from the Association shall name the aggrieved person involved, shall state the facts giving rise to the grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the aggrieved person with respect to these provisions, shall indicate the relief requested and shall be signed by the aggrieved person involved. Human Resources, or a designated representative, shall give the aggrieved person an answer in writing no later than five (5) work days after receipt of the written grievance. Human Resources shall send a copy of his/her answer to the Chairperson of the Professional Rights and Responsibilities Committee. If further investigation is needed, additional time may be allowed by mutual agreement of Human Resources and the Association.

Level Four

If the grievance is not resolved at Level Three, the Superintendent and representatives of the Association shall meet within a reasonable time, not to exceed ten (10) work days unless a longer time is mutually agreed upon between the parties to discuss the grievance. In the event that the Superintendent is unavailable and an extension of the time limit is not granted, the Superintendent may appoint a designee.

The decision reached by the Superintendent and other representative of the Board shall be in writing and shall be forwarded to the aggrieved person within ten (10) work days following the conclusion of the meeting. A copy of this decision shall be simultaneously provided to the Chairperson of the Professional Rights and Responsibilities Committee. Additional time may be allowed by mutual agreement of both parties.

Level Five

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

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

19.4 Powers of the Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- A. The power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association; nor shall the arbitrator

exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties.

B. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

C. No decision in any one (1) case shall require a retroactive adjustment in any other case.

19.5 Any claim or grievance instituted prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.

19.6 Paid leave shall be provided any professional staff member(s) identified as the aggrieved party(ies) who is called to testify at an arbitration hearing.

19.7 In the event that a grievance is filed by a professional staff member or the Association that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties, may, by mutual consent, send the grievance directly to binding arbitration.

19.8 Should the Board, or its agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the Association's position shall stand. Should the Association not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the Board's position shall stand.

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

ARTICLE 20

Inclement Weather

- 20.1 Whenever the Board determines that weather conditions are such that schools will not be conducting regular classroom schedules, notice of this decision shall be communicated by radio, television, voicemail or other means as soon as this can reasonably be accomplished. Every effort will be made to publicly announce the decision to cancel or delay school by 6:00 a.m. When schools are closed due to weather conditions or other "Acts of God," professional staff members shall not be expected to report for work.
- A. The Board shall give consideration to road hazards, availability of parking and other conditions in scheduling professional staff member arrival and departure time.
 - B. Should weather conditions cause the closing of schools during the school day, the professional staff member shall remain in school until the students have left school and the building administrator, barring an emergency, shall remain until students leave. When such an emergency arises, the building administrator shall appoint a voluntary designee.
 - C. When schools are open and professional staff members are unable to report for work because of severe inclement weather or an "Act of God" or their health and safety are threatened by attempting to report, these professional staff members may utilize a personal leave day without the required prior notice being given. If personal leave days are exhausted, up to two (2) sick days may be used. Any additional problems may be presented to Human Resources for consideration.
- 20.2 The district shall follow the State Aid Act for allowance of weather conditions or Acts of God. If the district goes beyond the state allowance the procedure for determining makeup days shall be as follows:
- A. If the loss over allowed school days is prior to five (5) school days before Mid-Winter Break the first makeup day shall be the first day of Mid-Winter Break.
 - B. If additional days are to be made up representatives of the Board and the Association shall meet within ten (10) days of knowledge of the problem to negotiate how such days and/or hours will be made up. If agreement on how the days and/or hours shall be made up is not reached within fifteen (15) school days, the days will be added to the end of the calendar.
 - C. When a State Aid Act changes to require additional days and hours to be made up due to inclement weather, such lost days and hours shall be made up with no additional pay.
 - D. If school days are lost in an individual building due to weather or "Acts of God," the following procedure must be followed:
 - 1. If the closing of the building is beyond the allowance in the State Aid Act so that there is loss in State Aid the provision in A and/or B above shall be followed. No professional staff member shall be required to report for work when the building is closed.
 - 2. If a building closure occurs that does not cause a loss in State Aid, the following provisions shall apply:

- a. When possible, professional staff members in the affected building(s) shall be notified, in a timely manner, to not report for work, or to report to another location in the District for teacher planning.
- b. If the cause of closure occurs after the start of the school day those professional staff members in the affected building(s) shall be allowed to leave, or report to another location in the District for professional staff member planning, according to the discretion of the Board.
- c. The affected professional staff members shall not be assigned to duties in other buildings.
- d. Professional staff members shall not incur a loss of time or pay due to the closure of a building(s).

ARTICLE 21

Insurance Protection

21.1 The Board shall make premium contributions, upon application, for professional staff members and their eligible and sponsored dependents, toward MESSA-PAK either PAK A, PAK B, PAK C, PAK D or PAK E for a full twelve (12) month period. The extent of coverage shall be determined by the professional staff member's qualification for one of the following categories:

- A. Member
- B. Two person
- C. Full family

21.2

A. Choices (\$300/\$600) or the equivalent shall consist of:

- MESSA Choices II Medical Coverage; \$300/600 annual deductible
Saver RX, \$10 generic/\$40 brand name
Copays: \$20-OV, \$25-UC, \$50-ER
- MESSA Dental Plan; 80/80/80, \$1,000 annual max, Ortho 80 \$1,300 lifetime max
- MESSA VSP-2 Vision Care Plan
- MESSA Life Coverage; \$50,000 Neg. Life with AD&D
\$5,000 Non-neg. Life with AD&D
- MESSA Long Term Disability Coverage

B. Opt-Out of Medical or the equivalent shall consist of:

- Waive Medical Coverage
- MESSA Dental Plan – 80/80/80, \$1,000 annual max, Ortho 80 \$1,300 lifetime max
- MESSA VSP-2 Vision Care Plan
- MESSA Life Coverage - \$50,000 Neg. Life with AD&D
- MESSA Long Term Disability Coverage

C. ABC Plan 1 (HSA) or the equivalent shall consist of:

- MESSA ABC HSA Medical Coverage; \$1350 single/\$2700 two person/family
- Saver RX, \$10 generic/\$40 brand name
- MESSA Dental Plan; 80/80/80, \$1,000 annual max, Ortho 80 \$1,300 lifetime max
- MESSA VSP-2 Vision Care Plan
- MESSA Life Coverage; \$50,000 Neg. Life with AD&D
\$5,000 Non-neg. Life AD&D
- MESSA Long Term Disability Coverage

D. Choices (\$1,000/\$2000) or the equivalent shall consist of:

- MESSA Choices II Medical Coverage; \$1000 single/\$2000 two person/family annual deductible, Saver RX, \$10 generic/\$40 brand name, Copays: \$20-OV, \$25-UC, \$50-ER Coinsurance – 10% after deductible is met
- MESSA Dental Plan; 80/80/80, \$1,000 annual max, Ortho 80 \$1,300 lifetime max
- MESSA VSP-2 Vision Care Plan
- MESSA Life Coverage; \$50,000 Neg. Life with AD&D \$5,000 Non-neg. Life with AD&D
- MESSA Long Term Disability Coverage

- E. ABC Plan 2 (HSA) or the equivalent shall consist of:
- MESSA ABC HSA Medical Coverage; \$2000 single/\$4000 two person/family
 - Saver RX, \$10 generic/\$40 brand name
 - MESSA Dental Plan; 80/80/80, \$1,000 annual max, Ortho 80 \$1,300 lifetime max
 - MESSA VSP-2 Vision Care Plan
 - MESSA Life Coverage; \$50,000 Neg. Life with AD&D \$5,000 Non-neg. Life AD&D
 - MESSA Long Term Disability Coverage
- F. The Board's contribution of its statutory hard cap will be applied to the health insurance premium first and the remaining part will then be applied to the HSA deductible. These contributions shall be made in monthly payments of 1/12 of the deductible, not exceeding the hard cap. If a professional staff member's actual expenses exceed the deposited amount, said professional staff member shall have the HSA account increased on the first day of the next month to the amount needed to cover the costs incurred, not exceeding the hard cap. If needed a catastrophic contribution shall be paid at the time of need during that insurance year to a professional staff member.
- G. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through Health Equity.

*The Board shall pay their contribution of the statutory hard cap amount subject to PA 152 in alignment with the defined plan year. In addition, the Board shall pay the full cost of the dental, vision, and life provisions, plus 50% of the actual cost of Negotiated Long Term Disability Insurance. Professional staff members will pay the remaining cost of the total health care portion of the rate plus the 50% of the actual cost of the Negotiated Long Term Disability Insurance. Professional staff member contributions for the health plan shall be made through the district's IRS Section 125 Salary Reduction Plan for health insurance contributions. Professional staff member contributions for LTD insurance shall be with after-tax dollars.

** The Board shall pay 100% of PAK B plus 50% of the actual cost of Negotiated Long Term Disability Insurance. Professional staff members will pay 50% of the Negotiated Long Term Disability Insurance. Professional staff member contributions for LTD insurance shall be with after-tax dollars.

- 21.3 This insurance program shall be effective at the beginning of the month following the thirty-day program change notification period required by MESSA following ratification. Such insurance program shall remain in effect through June 30, 2026.
- 21.4 Subject to Public Act 54, effective July 1, 2021, the provisions of this Article shall apply until such time a successor agreement is ratified.
- 21.5 The Board shall provide without cost to the professional staff member's MESSA term life insurance with AD&D or an equivalent plan with a value of \$50,000 for each member of the Association. The aforementioned benefits will be paid to the professional staff member's designated beneficiary.
- 21.6 The Board shall provide without cost to all professional staff members and their eligible dependents, the MESSA Dental Care Program or an equivalent to 80/80/80; \$1,000 annual max, Ortho 80: \$1,300 lifetime max.

- 21.7 The Board shall provide without cost to all professional staff members and their eligible dependents, the MESSA VSP-2 Vision Care Plan or an equivalent plan.
- 21.8 All insurance plans will be aligned with a calendar year. Insurance coverage shall continue through the month the professional staff member severs employment with the District, except as defined below in 21.9. The hardcap will be adjusted in January of each calendar year.
- 21.9 The obligation of the Board to provide the above insurance to any professional staff member, notwithstanding the above provisions, shall be continued until the professional staff member has received the pro-rata portion of the twelve (12) month insurance year.
- A. Any professional staff member that notifies the District of their intent to retire prior to March 1 or April 1 will be eligible to receive their insurance through the end of August of the year in which said retirement takes place unless retirement insurance starts. Professional staff that notifies Human Resources prior to March 1 will receive \$500. Professional staff that notifies Human Resources prior to April 1 will receive \$250.
- B. In the event an employee resigns prior to the end of the school year and does not complete the school year, the district will not cover the insurance through August 31. This does not apply in cases where the professional staff member was given the option by the Superintendent or designee to resign versus having their contract non-renewed. Individual cases may be subject to review by representatives of the Association and the Board.
- C. When an employee takes a new position outside of the district, upon acceptance of the new position and the employee accepts and notifies MPS within five (5) days of acceptance, the district will cover their insurance through August 31.
- 21.10 Open enrollment period(s) shall be jointly established by the Board, the Association and the insurance provider, including opportunities for a May open enrollment for a July 1 effective date, including the rate impact on teachers from the newest MESSA rate renewal, or an October "special" open enrollment for a January 1 effective date for the sole purpose of opting in or out of the Medical Plan option, and whenever group or individual subsidy amounts increase or decrease affecting the benefit package. In general, enrollment periods will correspond to the insurance plans offered, however, new enrollments and qualifying changes may take place at any time. The Board will be responsible for providing insurance information, including applications, claim materials and enrollment meetings for the aforementioned programs.
- 21.11 In the event that a professional staff member has exhausted paid sick leave and continues to be affected with, or suffers a medically confirmed illness or disability that causes the professional staff member to be confined and/or restricted in such way as to prevent him/her from performing those active duties to which he/she was assigned, vision and dental insurance benefits shall continue uninterrupted for periods as indicated below:
- A. Professional staff members employed less than two (2) years – 6 months.
- B. Professional staff members employed more than two (2) years – 12 months.
- 21.12 In the event, a professional staff member dies during the school year and providing the policy permits continued COBRA coverage, the Board shall continue payments of the applicable premiums for the spouse and/or eligible dependents throughout that school year and the following July and August. If the professional staff member dies after the completion of the school year and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the spouse and/or eligible dependents through September 30 of that year. In either of the above cases, the Board shall continue payments for no less than three (3) months.

21.13 The Board agrees to reimburse any employee with less than sixty-eight (68) accumulated sick leave days for the cost of Short-Term Disability coverage at the level of \$560/week benefit beginning on the 8th day. This reimbursement must be requested ½ year by January and ½ year by June 15 by submitting a form to payroll. All of this section will follow MESSA guidelines and rules. The employee must have paid for these costs after taxes or reimbursement is not applicable. The District's maximum liability is an annual total of \$40,000. Professional staff members may choose a higher benefit level at their own cost.

ARTICLE 22

Instructional Council and Professional Study Committees

- 22.1 The Board and the Association hereby establish an advisory group known as the "Instructional Council." The framework for the operation of the Council shall be as follows:
- A. The Director of Curriculum Services shall, at least once each semester, convene and chair a meeting of the Instructional Council.
 - B. The purpose of the Instructional Council shall be to –
 - 1. Study the contents, nature, design, and materials of the curriculum.
 - 2. Review the curricular suggestions for the coming year.
 - 3. Recommend the priorities of curricular areas to be studied.
 - 4. Submit through the Director of Curriculum Services an annual budget request to support the work of the Council.
 - 5. Appoint Instructional Council Building Representatives.
 - C. The Council shall be composed of no more than seven (7) professional staff members appointed by the Association and no more than seven (7) administrators appointed by the Executive Director of Academic Services. Both teachers and administrators appointed to the Council shall, to the extent possible, represent the various components and/or levels of the district's instructional program.
 - D. At the request of a majority of the Council, the Executive Director of Academic Services shall appoint parents and/or students to its membership.
 - E. Up to the equivalent of thirty (30) half (1/2), days will be made available to the Instructional Council for release time of council members.
 - F. Instructional Council Building Representatives:
 - 1. An Instructional Council Building Representative shall be appointed in each building. Where there is more than one level or program in a building, i.e., elementary/secondary or elementary/special education or secondary/special education, a representative from each will be appointed. These Building Representatives will serve the Council in an advisory capacity.
 - 2. The Instructional Council shall hold meetings with the Instructional Council Building Representatives as they deem necessary.
 - 3. The purpose of such meetings shall be to provide the Instructional Council Building Representatives with an opportunity to identify areas of concern and to be provided with current information regarding the activities of the Instructional Council.
 - 4. Such meetings shall be in addition to those provided for in Article 5.5.

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

ARTICLE 23

Miscellaneous Provisions

- 23.1 The Board agrees at all times to attempt to maintain an adequate list of substitute teachers. Reasonable effort shall be made by professional staff members to input absences in the district's online substitute system before 6:45 a.m. If unable to input online notification the professional staff member shall notify the principal or other designated representative. Once a professional staff member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Professional staff members shall not arrange for their own substitutes; however, professional staff members may suggest in advance to their building principal the names of any substitutes they would prefer.
- 23.2 The Association and the Board recognize that the Code of Ethics of the Education Profession, as adopted by the MEA Representative Assembly, July 1975, is considered to be acceptable criteria of professional behavior. There is a newer standard set by Michigan: The Michigan Department of Education (MDE) approved a new Michigan Code of Educational Ethics (Code) in May 2019.
- 23.3 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual professional staff member contracts. All future individual professional staff member 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.
- 23.4 Copies of this Agreement shall be printed in a form mutually agreed to by the Association and the Board, at the expense of the Board and presented to all professional staff members now employed or thereafter employed by the Board. Preparation of the new master agreement shall begin within two (2) work days following ratification by both parties and shall be ready for printing within fifteen (15) work days. Distribution of the master agreement shall occur within twenty-five (25) work days or, once issued, within the first ten (10) days of employment for new employees. This content will be available on the district website.
- 23.5 If any provision of this Agreement or any application of the Agreement to any professional staff member or group of professional staff members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to full force and effect.
- 23.6 Job Descriptions:
- A. Any job description developed for a professional staff member position shall be placed in writing. Job descriptions will not include words "Other duties as assigned".
 - B. Professional staff members covered by a job description and MCTEA leadership shall have an opportunity to review the description and have input before the job description is finalized.
- 23.7 Pursuant to Section 15(7) of the Public Employment Relations Act, if an emergency manager is appointed under the Local Government and School District Fiscal Accountability Act, then the emergency manager will have all powers specified in that Act in regard to the rejection, modification or termination of collective bargaining agreements. This language is not agreed upon by the parties but is put into this Agreement solely because it is required by law.

23.8 Each professional staff member shall have the right, upon request for an appointment, to review the contents of any files and/or records of the district pertaining to said member, with the exception of professional credentials and confidential materials requested prior to the employment of the teacher by the Board. If upon reviewing his/her files, a professional staff member believes that material placed in such files is inappropriate or in error, such material shall be corrected or expunged from the files, provided that proper cause is shown. The professional staff member may submit a written notation regarding any material including complaints and the same shall be permanently attached to the file copy of the material in question. A representative of the Association may accompany the member if requested to do so.

No adverse or critical material such as student, parental or school personnel complaints, originating after initial employment, or evaluations, shall be placed in a professional staff member's file unless the member has had an opportunity to review the material.

23.9 Formal complaints against the non-teaching professional staff member shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. A new copy of the complaint shall be forwarded to the non-teaching professional staff member within three (3) work days of the filing. The non-teaching professional staff member may submit a written notation within ten (10) days regarding any material including complaints and the same shall be permanently attached to the file copy of the material in question. If the non-teaching professional staff member is asked to sign, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 24

Management Rights

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

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

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

24.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE 25

Non-Discrimination

As stated in Board Policy 1422 and 1422.02, the Board and the Association shall not discriminate on the basis of race, religion, color, age, sex, marital status, national origin, genetic information, or disability.

ARTICLE 26

Definitions

- 26.1 Assignment - A position within a building or unit a non-teaching professional member receives from the Board which includes all available information such as: grade level, program, classification, subject area/course name, number of sections of each course, team assignment, building assignment within district-wide units, and room number.
- 26.2 Certification - Professional staff member certificate, endorsement or permit, established by the Michigan Department of Education.
- 26.3 Change of Assignment - A full or partial change of assignment within a building(s) or district-wide unit(s).
- 26.4 Displaced Professional Staff Member - A professional staff member employed by the Board, but not yet assigned to a particular position.
- 26.5 District Wide Unit (Unit) - A program as set forth in Article 6.4.
- 26.6 Itinerant – A professional staff member assigned to more than one building.
- 26.7 Job Selection Process - The process that allows non-teaching professional staff members to select open positions for the following school year. This process begins with the twenty-first day of the second semester and ends with the completion of the maximization process on the last teacher workday of the school year.
- 26.8 Maximization - The involuntary transfer of non-teaching professional staff members, based on seniority, certification, qualification, and by mutual agreement between the Board and Association after the Job Selection Meeting, to assure that the highest number of non-teaching professional staff members are employed. Maximization ends on the last teacher workday of the school year.
- 26.9 Muskegon Vacancy Process (M.V.P.) - The method in which non-teaching professional jobs are filled after the Job Selection Process and through the twentieth school day of the second semester.
- 26.10 Open Position - A non-teaching professional staff member position available for selection at the Job Selection Meeting in May.
- 26.11 Specialized training or education as required for a grant or an agreement to obtain necessary training within a reasonable time of selecting a position, as described for interview positions, vacancies, or voluntary transfers. Training will be offered during the summer and during the school year after the student day with stipends for full and one-half days and the hourly rate for less than 3 hours per session. The professional staff member may choose between summer and school year training.
- 26.12 Recall List - A current list of professional staff members eligible for reemployment with the District.
- 26.13 School Day - A day in which students are in attendance.
- 26.14 Seniority - The amount of time continuously employed as a member of the bargaining unit (except as set forth in Article 7.3).

- 26.15 Transfer - Change of building(s) and/or district wide unit(s).
- A. Involuntary Transfer - An unrequested change in building(s) and/or district wide unit(s).
 - B. Voluntary Transfer - Requested change in building(s) and/or district wide unit(s).
- 26.16 Vacancy - An unassigned non-teaching position that the Board intends to fill through the Muskegon Vacancy Process and is not currently held by another non-teaching professional staff member. A vacancy occurs after the Job Selection Process is completed.
- 26.17 Work Day - During the school year, a workday is defined as a required professional staff member attendance day. During the summer, a workday is defined as a day Central Administration is open.
- 26.18 Per Diem – see section 13.1
- 26.19 Least Restrictive Environment (LRE) is defined by law. The definition is below:
- (a) General.
 - (1) Except as provided in §300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§300.115 through 300.120.
 - (2) Each public agency must ensure that—
 - (i) To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
 - (ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
- 26.20 Educational Placements are defined by law. They are detail below:
- IDEA 300.116 Placements
- In determining the educational placement of a child with a disability, including a preschool child with a disability, each public agency must ensure that—
- (a) The placement decision—
 - (1) Is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and
 - (2) Is made in conformity with the LRE provisions of this subpart, including §§300.114 through 300.118;
 - (b) The child’s placement—
 - (1) Is determined at least annually;
 - (2) Is based on the child’s IEP; and
 - (3) Is as close as possible to the child’s home;
 - (c) Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled;
 - (d) In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and
 - (e) A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general education curriculum.

ARTICLE 27

Duration of Agreement

The terms of this Agreement are effective as of July 1, 2021, and shall continue in effect through June 30, 2026.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 30th Day of June 2021.

Muskegon Public Schools Board of Education

By: Matthew J. Corty
Superintendent or Designee

By: Jana Wright
Negotiations Team Member

Muskegon City Education Association, MEA-NEA

By: Catherine Koo Land
Union President

By: Sally Purchase
Negotiations Spokesperson

Table I

BA Salary					
Step	21-22 5%	22-23 4%	23-24 3%	24-25 3%	25-26 5%
1	\$40,735	\$42,364	\$43,635	\$44,944	\$47,191
2	\$42,730	\$44,439	\$45,772	\$47,145	\$49,503
3	\$44,725	\$46,514	\$47,909	\$49,346	\$51,814
4	\$46,720	\$48,589	\$50,046	\$51,548	\$54,125
5	\$48,715	\$50,663	\$52,183	\$53,749	\$56,436
6	\$50,710	\$52,738	\$54,320	\$55,950	\$58,747
7	\$52,705	\$54,813	\$56,457	\$58,151	\$61,059
8	\$54,700	\$56,888	\$58,594	\$60,352	\$63,370
9	\$56,695	\$58,963	\$60,731	\$62,553	\$65,681
10	\$58,690	\$61,037	\$62,868	\$64,755	\$67,992
11	\$60,685	\$63,112	\$65,006	\$66,956	\$70,303
12	\$62,680	\$65,187	\$67,143	\$69,157	\$72,615
13	\$64,675	\$67,262	\$69,280	\$71,358	\$74,926
14	\$66,670	\$69,337	\$71,417	\$73,559	\$77,237
15	\$68,665	\$71,411	\$73,554	\$75,760	\$79,548
16	\$68,885	\$71,641	\$73,790	\$76,004	\$79,804
17	\$69,106	\$71,870	\$74,026	\$76,247	\$80,059
18	\$69,326	\$72,099	\$74,262	\$76,490	\$80,315
19	\$69,547	\$72,329	\$74,498	\$76,733	\$80,570
20	\$69,767	\$72,558	\$74,735	\$76,977	\$80,826
21	\$69,988	\$72,787	\$74,971	\$77,220	\$81,081
22	\$70,208	\$73,017	\$75,207	\$77,463	\$81,336
23	\$70,429	\$73,246	\$75,443	\$77,707	\$81,592
24	\$70,649	\$73,475	\$75,679	\$77,950	\$81,847
25	\$70,870	\$73,705	\$75,916	\$78,193	\$82,103
26	\$71,090	\$73,934	\$76,152	\$78,436	\$82,358
27	\$71,311	\$74,163	\$76,388	\$78,680	\$82,614
28	\$71,531	\$74,393	\$76,624	\$78,923	\$82,869
29	\$71,752	\$74,622	\$76,860	\$79,166	\$83,125
30	\$71,972	\$74,851	\$77,097	\$79,410	\$83,380
31	\$72,193	\$75,080	\$77,333	\$79,653	\$83,636
32	\$72,413	\$75,310	\$77,569	\$79,896	\$83,891
33	\$72,634	\$75,539	\$77,805	\$80,139	\$84,146
34	\$72,854	\$75,768	\$78,041	\$80,383	\$84,402
35	\$73,075	\$75,998	\$78,278	\$80,626	\$84,657
Hourly Rate	\$28.29	\$29.42	\$30.30	\$31.21	\$32.77

TABLE II

CLOSED BA20 Salary CLOSED					
Step	21-22 5%	22-23 4%	23-24 3%	24-25 3%	25-26 5%
1	\$41,540	\$43,202	\$44,498	\$45,833	\$48,124
2	\$43,640	\$45,386	\$46,747	\$48,150	\$50,557
3	\$45,740	\$47,570	\$48,997	\$50,467	\$52,990
4	\$47,840	\$49,754	\$51,246	\$52,784	\$55,423
5	\$49,940	\$51,938	\$53,496	\$55,101	\$57,856
6	\$52,040	\$54,122	\$55,745	\$57,418	\$60,289
7	\$54,140	\$56,306	\$57,995	\$59,735	\$62,721
8	\$56,240	\$58,490	\$60,244	\$62,052	\$65,154
9	\$58,340	\$60,674	\$62,494	\$64,369	\$67,587
10	\$60,440	\$62,858	\$64,743	\$66,686	\$70,020
11	\$62,540	\$65,042	\$66,993	\$69,003	\$72,453
12	\$64,640	\$67,226	\$69,242	\$71,320	\$74,886
13	\$66,740	\$69,410	\$71,492	\$73,637	\$77,319
14	\$68,840	\$71,594	\$73,742	\$75,954	\$79,751
15	\$70,940	\$73,778	\$75,991	\$78,271	\$82,184
16	\$71,213	\$74,062	\$76,283	\$78,572	\$82,501
17	\$71,486	\$74,346	\$76,576	\$78,873	\$82,817
18	\$71,759	\$74,629	\$76,868	\$79,174	\$83,133
19	\$72,032	\$74,913	\$77,161	\$79,476	\$83,449
20	\$72,305	\$75,197	\$77,453	\$79,777	\$83,766
21	\$72,578	\$75,481	\$77,746	\$80,078	\$84,082
22	\$72,851	\$75,765	\$78,038	\$80,379	\$84,398
23	\$73,124	\$76,049	\$78,331	\$80,680	\$84,714
24	\$73,397	\$76,333	\$78,623	\$80,982	\$85,031
25	\$73,670	\$76,617	\$78,915	\$81,283	\$85,347
26	\$73,943	\$76,901	\$79,208	\$81,584	\$85,663
27	\$74,216	\$77,185	\$79,500	\$81,885	\$85,980
28	\$74,489	\$77,469	\$79,793	\$82,187	\$86,296
29	\$74,762	\$77,753	\$80,085	\$82,488	\$86,612
30	\$75,035	\$78,037	\$80,378	\$82,789	\$86,928
31	\$75,308	\$78,320	\$80,670	\$83,090	\$87,245
32	\$75,581	\$78,604	\$80,962	\$83,391	\$87,561
33	\$75,854	\$78,888	\$81,255	\$83,693	\$87,877
34	\$76,127	\$79,172	\$81,547	\$83,994	\$88,193
35	\$76,400	\$79,456	\$81,840	\$84,295	\$88,510

Table III

MA Salary					
Step	21-22 5%	22-23 4%	23-24 3%	24-25 3%	25-26 5%
1	\$43,169	\$44,895	\$46,242	\$47,630	\$50,011
2	\$45,374	\$47,189	\$48,604	\$50,062	\$52,566
3	\$47,579	\$49,482	\$50,966	\$52,495	\$55,120
4	\$49,784	\$51,775	\$53,328	\$54,928	\$57,674
5	\$51,989	\$54,068	\$55,690	\$57,361	\$60,229
6	\$54,194	\$56,361	\$58,052	\$59,794	\$62,783
7	\$56,399	\$58,655	\$60,414	\$62,227	\$65,338
8	\$58,604	\$60,948	\$62,776	\$64,660	\$67,892
9	\$60,809	\$63,241	\$65,138	\$67,092	\$70,447
10	\$63,014	\$65,534	\$67,500	\$69,525	\$73,001
11	\$65,219	\$67,827	\$69,862	\$71,958	\$75,556
12	\$67,424	\$70,121	\$72,224	\$74,391	\$78,110
13	\$69,629	\$72,414	\$74,586	\$76,824	\$80,665
14	\$71,834	\$74,707	\$76,948	\$79,257	\$83,219
15	\$74,039	\$77,000	\$79,310	\$81,690	\$85,774
16	\$74,317	\$77,290	\$79,608	\$81,997	\$86,096
17	\$74,595	\$77,579	\$79,906	\$82,304	\$86,419
18	\$74,873	\$77,868	\$80,204	\$82,611	\$86,741
19	\$75,152	\$78,158	\$80,502	\$82,918	\$87,063
20	\$75,430	\$78,447	\$80,801	\$83,225	\$87,386
21	\$75,708	\$78,736	\$81,099	\$83,532	\$87,708
22	\$75,986	\$79,026	\$81,397	\$83,839	\$88,030
23	\$76,265	\$79,315	\$81,695	\$84,146	\$88,353
24	\$76,543	\$79,605	\$81,993	\$84,453	\$88,675
25	\$76,821	\$79,894	\$82,291	\$84,760	\$88,998
26	\$77,099	\$80,183	\$82,589	\$85,067	\$89,320
27	\$77,378	\$80,473	\$82,887	\$85,374	\$89,642
28	\$77,656	\$80,762	\$83,185	\$85,681	\$89,965
29	\$77,934	\$81,052	\$83,483	\$85,988	\$90,287
30	\$78,212	\$81,341	\$83,781	\$86,295	\$90,609
31	\$78,491	\$81,630	\$84,079	\$86,602	\$90,932
32	\$78,769	\$81,920	\$84,377	\$86,909	\$91,254
33	\$79,047	\$82,209	\$84,675	\$87,216	\$91,576
34	\$79,325	\$82,498	\$84,973	\$87,523	\$91,899
35	\$79,604	\$82,788	\$85,271	\$87,830	\$92,221

Table IV

MA30/PHD Salary					
Step	21-22 5%	22-23 4%	23-24 3%	24-25 3%	25-26 5%
1	\$44,798	\$46,590	\$47,988	\$49,428	\$51,899
2	\$47,056	\$48,938	\$50,406	\$51,918	\$54,514
3	\$49,313	\$51,286	\$52,824	\$54,409	\$57,130
4	\$51,571	\$53,634	\$55,243	\$56,900	\$59,745
5	\$53,828	\$55,981	\$57,661	\$59,391	\$62,360
6	\$56,086	\$58,329	\$60,079	\$61,881	\$64,975
7	\$58,343	\$60,677	\$62,497	\$64,372	\$67,591
8	\$60,601	\$63,025	\$64,916	\$66,863	\$70,206
9	\$62,858	\$65,373	\$67,334	\$69,354	\$72,821
10	\$65,116	\$67,720	\$69,752	\$71,845	\$75,437
11	\$67,373	\$70,068	\$72,170	\$74,335	\$78,052
12	\$69,631	\$72,416	\$74,588	\$76,826	\$80,667
13	\$71,888	\$74,764	\$77,007	\$79,317	\$83,283
14	\$74,146	\$77,112	\$79,425	\$81,808	\$85,898
15	\$76,403	\$79,459	\$81,843	\$84,298	\$88,513
16	\$76,655	\$79,721	\$82,113	\$84,576	\$88,805
17	\$76,907	\$79,984	\$82,383	\$84,855	\$89,097
18	\$77,159	\$80,246	\$82,653	\$85,133	\$89,389
19	\$77,411	\$80,508	\$82,923	\$85,411	\$89,681
20	\$77,663	\$80,770	\$83,193	\$85,689	\$89,973
21	\$77,915	\$81,032	\$83,463	\$85,967	\$90,265
22	\$78,167	\$81,294	\$83,733	\$86,245	\$90,557
23	\$78,419	\$81,556	\$84,003	\$86,523	\$90,849
24	\$78,671	\$81,818	\$84,273	\$86,801	\$91,141
25	\$78,923	\$82,080	\$84,543	\$87,079	\$91,433
26	\$79,175	\$82,342	\$84,813	\$87,357	\$91,725
27	\$79,427	\$82,604	\$85,082	\$87,635	\$92,017
28	\$79,679	\$82,866	\$85,352	\$87,913	\$92,309
29	\$79,931	\$83,129	\$85,622	\$88,191	\$92,601
30	\$80,183	\$83,391	\$85,892	\$88,469	\$92,893
31	\$80,435	\$83,653	\$86,162	\$88,747	\$93,184
32	\$80,687	\$83,915	\$86,432	\$89,025	\$93,476
33	\$80,939	\$84,177	\$86,702	\$89,303	\$93,768
34	\$81,191	\$84,439	\$86,972	\$89,581	\$94,060
35	\$81,443	\$84,701	\$87,242	\$89,859	\$94,352

TABLE V

Co-Curricular Services
(Exclusive of Athletics)

<u>Activity</u>	<u>Percent of Base</u>
Campus Keyhole	7.0
Cheerleaders - Middle School	4.0
Cheerleader (Varsity) - Senior High	18.0
Cheerleader (9th grade) - Senior High	6.0
Debate	5.0
Forensic	5.0
Orchestra - High School	9.0
Orchestra - Middle School	7.0
Vocal Music (*Community Services) - Middle School	4.0
Vocal Music (*Community Services) - High School (per performing group)	5.0
Vocal Music - Elementary School	4.0
Band (*Community Services) - Middle School & High School	15.0
Stage Band - High School	4.0
Band Assistant - Marching Season	3.0
Dramatics - Middle School	4.0
Library Chairperson	4.0
Said & Done	7.0
Yearbook – Middle School	4.0
One Acts - Senior High	3.0
Masque/School Play - Senior High	3.0
Spring Production - Senior High	6.0
Coordinator of Theater Arts - Senior High	3.0
Student Council - Middle School	4.0
Student Council - Senior High	8.0
Math Department Chair	5.0
English Department Chair	5.0
Science Department Chair	5.0
Social Studies Chair	5.0
World Language Chair	5.0
Electives Department Chair	5.0
National Honor Society Advisor	5.0
MHS School Improvement Chair	5.0
Bilingual Coordinator	5.0
Student Council Advisor (Middle School)	5.0
Special Education Department Chair (High School)	5.0

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

2021/2022	Base: \$34,184 (Reduced by 20% of \$42,730)
2022/2023	Base: \$39,537 (Reduced by 15% of \$46,514)
2023/2024	Base: \$43,118 (Reduced by 10% of \$47,909)
2024/2025	Base: \$46,879 (Reduced by 5% of \$49,346)
2025/2026	Base: \$51,814

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

TABLE VI
Co-Curricular Salaries - Coaches

<u>Activity</u>	<u>Percent of Base</u>
Football: Head Varsity	19.6
Varsity Assistant (4)	11.3
Head Junior Varsity	11.3
Assistant Junior Varsity	11.3
9th Grade Head Coach	11.3
9th Grade Assistant Coach	11.3
Middle School Head	6.8
Middle School Assistant	5.2
Basketball: Head Varsity	19.6
Varsity Assistant	13.1
9th Grade Head Coach	9.0
Middle School Head	6.8
Middle School Assistant 7/8 Grade	5.2
Baseball: Head Varsity	11.9
Varsity Assistant	7.24
Softball: Head Varsity (Senior High)	11.9
Varsity Assistant	7.24
Track: Head Varsity	11.9
Varsity Assistant	7.24
Middle School Head Coach	4.25
Cross Country Coach	6.8
Tennis: Varsity Coach	6.8
Junior Varsity Coach	4.0
Golf Coach	5.2
Swimming: Senior High Head	12.6
Senior High Diving	7.24
Middle School	4.0
Wrestling: Head Varsity	12.6
Varsity Assistant	9.1
Middle School Head Coach	4.0
Volleyball: Senior High Head Coach	12.6
Varsity Assistant	9.1
Middle School Head Coach	4.0
Soccer: Head Varsity	12.6
Assistant Varsity	7.24
Faculty Manager	19.6
2021/2022	Base: \$34,184 (Reduced by 20% of \$42,730)
2022/2023	Base: \$39,537 (Reduced by 15% of \$46,514)
2023/2024	Base: \$43,118 (Reduced by 10% of \$47,909)
2024/2025	Base: \$46,879 (Reduced by 5% of \$49,346)
2025/2026	Base: \$51,814

Muskegon Public Schools Calendar 2021-22

Elementary (K-5)

FIRST SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF PD	HALF DAYS	WORK DAYS	P. D. DAYS	
1	8/23-8/27			Bldg Mtg Planning	1st Day Students Planning		2.00	1.00		1.00	3.00		
2	8/30-9/3							No School	4.00	4.00			4.00
3	9/6-9/10	Labor Day				Students AM PD PM	4.00	3.00	1.00	1.00	4.00		
4	9/13-9/17					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
5	9/20-9/24					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
6	9/27-10/1					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
7	10/4-10/8			Count Day		PD	5.00	4.00			5.00	1.00	
8	10/11-10/15					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
9	10/18-10/22					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
10	10/25-10/29					End MP1 Records	5.00	4.00		1.00	5.00		
11	11/1-11/5			Full day Even Conf.	Aft/Even Conf	PM Comp	5.00	3.00		2.00	5.00		
12	11/8-11/12					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
13	11/15-11-19					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
14	11/22-11/26			AM Comp	Thanksgiving Recess		2.00	2.00			2.00		
15	11/29-12/3					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
16	12/6-12/10					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
17	12/13-12/17					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
	12/20-12/24	Christmas Break											
	12/27-12/31												
18	1/3-1/7					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
19	1/10-1/14					End MP2/SM1 Records	5.00	4.00		1.00	5.00		
1st Semester Totals							87.00	69.00	12.00	17.00	88.00	1.00	

Muskegon Public Schools Calendar 2021-22

Elementary (K-5)

SECOND SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF PD	HALF DAYS	WORK DAYS	P. D. DAYS	
20	1/17-1/21	M.L. King Day				Students AM PD PM	4.00	3.00	1.00	1.00	4.00		
21	1/24-1/28					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
22	1/31-2/4					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
23	2/7-2/11			Count Day		Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
24	2/14-2/18				PD	Mid-Winter Break	4.00	3.00			4.00	1.00	
25	2/21-2/25	Mid-Winter Break				Students AM PD PM	4.00	3.00	1.00	1.00	4.00		
26	2/28-3/4					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
27	3/7-3/11					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
28	3/14-3/18					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
29	3/21-3/25				End MP3 records	PD	5.00	3.00		1.00	5.00	1.00	
30	3/28-4/1			Full day Even Conf.	Aft/Even Conf	PM comp	5.00	3.00		2.00	5.00		
	4/4-4/8	Spring Break											
31	4/11-4/15					AM Comp Good Friday	4.00	4.00			4.00		
32	4/18-4/22					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
33	4/25-4/29					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
34	5/2-5/6					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
35	5/9-5/13					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
36	5/16-5/20					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
37	5/23-5/27					Students AM Hackley Day	5.00	4.00		1.00	5.00		
38	5/30-6/3	Memorial Day				Students AM PD PM	4.00	3.00	1.00	1.00	4.00		
38	6/6-6/10			End MP4 Records			3.00	2.00		1.00	3.00		
					2nd Semester Totals		93.00	72.00	14.00	19.00	93.00	2.00	
					Year Totals		180.00	141.00	26.00	36.00	181.00	3.00	

Muskegon Public Schools Calendar 2021-22

Elementary (K-5)

Elementary (K-5)

TOTALS FOR YEAR

WORK DAYS	181
INSTRUCTIONAL DAYS (includes 3 PD days)	180
FULL DAYS (does not include 3 PD/1 work days)	141
PD Days (instructional)	3
HALF DAYS (instructional)	36
HALF DAYS PD (non-instructional)	26
WORK DAY (non-instructional)	1

ELEMENTARY SCHOOL DAY

TEACHER'S WORK DAY	7:55 am - 3:15 pm (40 Min. Lunch)	6 hours 40 min. (40 min. lunch) 400 min.
TEACHER'S WORK DAY AM ONLY	7:55 am - 11:15 pm	3 hours 20 min. 200 min.
TEACHER'S WORK DAY PM ONLY	11:55 am - 3:15 pm	3 hours 20 min. 200 min.
INSTRUCTIONAL DAY	8:00 am - 2:12 pm (+60 min. online)	6 hours 32 min. (40 min. lunch) 392 min.
HALF DAY AM	8:00 am - 11:25 am (+60 min. online)	4 hours 25 min. 265 min
TEACHERS 11/05/21 4/01/22, 5/27/22	7:55 am - 11:25 pm	3 hours 30 min. 210 min

TOTAL INSTRUCTIONAL HOURS (CLOCK HOURS)

Full days	141	392	55,272	921.20	1099.80	Total Pupil/ Teacher Clock Hours
Half days	36	265	9,540	159.00	1098.00	State Requirement
Half days PD	0	0	0	0.00		
PD days	3	392	1,176	19.60	1.80	Balance
Total	180			1099.80		

Approved by Pupil Accounting

Signature:

Date:

Muskegon Public Schools Calendar 2021-22

Middle School, High School & MCEC (6-12)

FIRST SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF PD	HALF DAYS	WORK DAYS	P. D. DAYS
1	8/23-8/27			Bldg Mtg Planning	1st Day Students Planning		2.00	1.00		1.00	3.00	
2	8/30-9/3					No School	4.00	4.00			4.00	
3	9/6-9/10	Labor Day				Students AM PD PM	4.00	3.00	1.00	1.00	4.00	
4	9/13-9/17					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
5	9/20-9/24					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
6	9/27-10/1					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
7	10/4-10/8			Count Day		PD	5.00	4.00			5.00	1.00
8	10/11-10/15					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
9	10/18-10/22			Evening Conf.	Evening Conf.	Students AM PM Comp	5.00	4.00		1.00	5.00	
10	10/25-10/29					End of MP1 PD PM	5.00	4.00	1.00	1.00	5.00	
11	11/1-11/5					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
12	11/8-11/12					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
13	11/15-11/19					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
14	11/22-11/26			AM Comp	Thanksgiving Recess		2.00	2.00			2.00	
15	11/29-12/3					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
16	12/6-12/10					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
17	12/13-12/17					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
	12/20-12/24	Christmas Break										
	12/27-12/31											
18	1/3-1/7					Students AM PD PM	5.00	4.00	1.00	1.00	5.00	
19	1/10-1/14				Exams Records	Exams Records	5.00	3.00		2.00	5.00	
					1st Semester Totals		87.00	69.00	13.00	17.00	88.00	1.00

Muskegon Public Schools Calendar 2021-22

Middle School, High School & MCEC (6-12)

SECOND SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	HALF PD	HALF DAYS	WORK DAYS	P. D. DAYS	
20	1/17-1/21	M.L. King Day	Students AM Planning			Students AM PD PM	4.00	2.00	1.00	2.00	4.00		
21	1/24-1/28					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
22	1/31-2/4					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
23	2/7-2/11			Count Day		Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
24	2/14-2/18				PD	Mid-Winter Break	4.00	3.00			4.00	1.00	
25	2/21-2/25	Mid-Winter Break				Students AM PD PM	4.00	3.00	1.00	1.00	4.00		
26	2/28-3/4					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
27	3/7-3/11				Evening Conf.	Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
28	3/14-3/18					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
29	3/21-3/25				End MP3	PD	5.00	4.00			5.00	1.00	
30	3/28-4/1					Students AM AM Comp	5.00	4.00		1.00	5.00		
	4/4-4/8	Spring Break											
31	4/11-4/15					Good Friday	4.00	4.00			4.00		
32	4/18-4/22					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
33	4/25-4/29					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
34	5/2-5/6					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
35	5/9-5/13					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
36	5/16-5/20					Students AM PD PM	5.00	4.00	1.00	1.00	5.00		
37	5/23-5/27					Students AM Hackley Day	5.00	4.00		1.00	5.00		
38	5/30-6/3	Memorial Day				Students AM PD PM	4.00	3.00		1.00	4.00		
39	6/6-6/10		Exams Records	Exams Records			3.00	1.00		2.00	3.00		
						2nd Semester Totals	93.00	72.00	13.00	19.00	93.00	2.00	
						Year Totals	180.00	141.00	26.00	36.00	181.00	3.00	

Muskegon Public Schools Calendar 2021-22

Middle School, High School & MCEC (6-12)

High School (9-12)

TOTALS FOR YEAR

WORK DAYS	181
INSTRUCTIONAL DAYS	180
FULL DAYS (instructional)	141
PD Days (instructional)	3
HALF DAYS (instructional)	36
HALF DAYS PD (non-instructional)	26
WORK DAY (non-instructional)	1

HIGH SCHOOL DAY

TEACHER'S WORK DAY	7:45 am - 2:55 pm (30 Min. Lunch)	6 hours 40 min. (30 min. lunch) 405 min.
TEACHER'S WORK DAY AM ONLY	7:45 am - 11:07 am	3 hours 22 min. 202 min.
TEACHER'S WORK DAY PM ONLY	11:34 am - 2:55 pm	3 hours 22 min. 202 min.
INSTRUCTIONAL DAY	(+85 min. online) 9:10 am - 2:52 pm	6 hours 37 min. (30 min. lunch) 397 min.
INSTRUCTIONAL HALF DAY AM	(+60 min. online) 9:10 am - 12:14 pm	4 hours 4 min. 244 min
TEACHERS 10/22/21, 5/27/22	8:46 am - 12:14 pm	3 hours 28 min. 208 min

TOTAL INSTRUCTIONAL HOURS (CLOCK HOURS)

Description	Days/ Yr	min/day	min/ year	hrs/day	Total Hours	Total Instructional Hours/State Data	
Full days	141	397	55,977		932.95	1099.20	Total Pupil/ Teacher Clock Hours
Half days	36	244	8,784		146.40	1098.00	State Requirement
Half days PD	0	0	0		0.00		
PD days	3	397	1,191		19.85	1.20	Balance
Total	180				1099.20		

Approved by Pupil Accounting

Signature:

Date:

Muskegon Public Schools Calendar 2021-22

Early Childhood Special Education (ECSE)

FIRST SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	AM	PM	WORK DAYS
1	8/23-8/27			Bldg Mtg Planning	AM/PM Open House	Planning	1.00	1.00	3.00
2	8/30-9/3					No School	4.00	4.00	4.00
3	9/6-9/10	Labor Day				Planning PD PM	3.00	3.00	4.00
4	9/13-9/17					ISD 8:30-10:30 Planning	4.00	4.00	5.00
5	9/20-9/24					Planning PD PM	4.00	4.00	5.00
6	9/27-10/1					Planning PD PM	4.00	4.00	5.00
7	10/4-10/8			Count Day		PD	4.00	4.00	5.00
8	10/11-10/15					Planning PD PM	4.00	4.00	5.00
9	10/18-10/22					ISD 8:30-10:30 Planning	4.00	4.00	5.00
10	10/25-10/29					Planning Records	4.00	4.00	5.00
11	11/1-11/5			AM/PM Class Conferences	AM Class Conferences	Planning PM Comp	4.00	3.00	5.00
12	11/8-11/12					Planning PD PM	4.00	4.00	5.00
13	11/15-11/19					Planning PD PM	4.00	4.00	5.00
14	11/22-11/26			AM Comp	Thanksgiving Recess		2.00	2.00	2.00
15	11/29-12/3					Planning PD PM	4.00	4.00	5.00
16	12/6-12/10					ISD 8:30-10:30 Planning	4.00	4.00	5.00
17	12/13-12/17					Planning PD PM	4.00	4.00	5.00
	12/20-12/24	Christmas Break							
	12/27-12/31	Christmas Break							
18	1/3-1/7					Planning PD PM	4.00	4.00	5.00
19	1/10-1/14				Records PM Class	ISD 8:30-10:30 Planning	3.00	4.00	5.00
					1st Semester Totals		69.00	69.00	88.00

Muskegon Public Schools Calendar 2021-22

Early Childhood Special Education (ECSE)

SECOND SEMESTER

WEEK	DATES	MON	TUES	WED	THURS	FRI	INSTR DAYS	FULL DAYS	WORK DAYS	
20	1/17-1/21	M.L. King Day				Planning PD PM	3.00	3.00	4.00	
21	1/24-1/28					Planning PD PM	4.00	4.00	5.00	
22	1/31-2/4					Planning PD PM	4.00	4.00	5.00	
23	2/7-2/11			Count Day	PD	Mid-Winter Break	4.00	4.00	4.00	
24	2/14-2/18	Mid-Winter Break				Planning PD PM	3.00	3.00	4.00	
25	2/21-2/25					Planning PD PM	4.00	4.00	5.00	
26	2/28-3/4					Planning PD PM	4.00	4.00	5.00	
27	3/7-3/11					Planning PD PM	4.00	4.00	5.00	
28	3/14-3/18					Planning PD PM	4.00	4.00	5.00	
29	3/21-3/25				Records PM Class	8:30-10:30 ISD PD	3.00	4.00	5.00	
30	3/28-4/1			AM/PM Class Conferences	AM Class Conferences	Planning PM Comp	4.00	3.00	5.00	
	4/4-4/8	Spring Break								
31	4/11-4/15					AM Comp Good Friday	4.00	4.00	4.00	
32	4/18-4/22					Planning PD PM	4.00	4.00	5.00	
33	4/25-4/29					ISD 8:30-10:30 Planning	4.00	4.00	5.00	
34	5/2-5/6					Planning PD PM	4.00	4.00	5.00	
35	5/9-5/13					Planning PD PM	4.00	4.00	5.00	
36	5/16-5/20					Planning PD PM	4.00	4.00	5.00	
37	5/23-5/27					Planning Hackley Day	4.00	4.00	5.00	
38	5/30-6/3	Memorial Day				Planning PD PM	3.00	3.00	4.00	
38	6/6-6/10			Records PM Class			3.00	3.00	3.00	
					2nd Semester Totals		75.00	75.00	93.00	
					Year Totals		144.00	144.00	181.00	

Muskegon Public Schools Calendar 2021-22

Early Childhood Special Education (ECSE)

Early Childhood Special Education (ECSE)

TOTALS FOR YEAR						
INSTRUCTIONAL DAYS						143
PD Days (instructional)						1
WORK DAY (non-instructional)						181

ELEMENTARY SCHOOL DAY

TEACHER'S WORK DAY	8:15 am - 3:35 pm (40 Min. Lunch)	6 hours 40 min. (40 min. lunch) (400 min.)
INSTRUCTIONAL DAY AM	8:20 am - 11:30 am (40 Min. Lunch)	3 hours 10 min. (190 min.)
INSTRUCTIONAL DAY PM	12:25 pm - 3:35 pm (40 Min. Lunch)	3 hours 10 min. (190 min.)

TOTAL INSTRUCTIONAL HOURS (CLOCK HOURS)

Description	Days/ Yr	min/day	min/ year	hrs/day	Total Hours	Total Instructional Hours/State Data	
Instructional Days	143	190	27,170		452.83	456.00	Total Pupil/ Teacher Clock
PD days	1	190	190		3.17	452.83	State Requirement
					0.00		
					0.00	3.17	Balance
Total	144				456.00		

The program must be available for a MINIMUM of 360 clock hours and 144 days.

Approved by Pupil Accounting

Signature:

Date: