

AGREEMENT
BETWEEN THE
MUSKEGON BOARD OF EDUCATION
AND THE
MUSKEGON CLERKS-CLASSROOM ASSISTANT
ASSOCIATION, MEA-NEA



July 1, 2025 -- June 30, 2030

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AGREEMENT BETWEEN CLERICAL-CLASSROOM ASSISTANT ASSOCIATION
AND THE MUSKEGON BOARD OF EDUCATION

PREAMBLE

This Agreement is entered into by and between the Board of Education of the Public Schools of the City of Muskegon, Muskegon County, Michigan, hereinafter called the "Board", and the Michigan Education Association (MEA) and its local affiliate the Clerical-Classroom Assistant Association of the Muskegon Public Schools, hereinafter called the "Association".

WHEREAS, the Board has a statutory obligation to bargain with the Association with respect to hours, wages, terms and conditions of employment, and;

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1
Recognition

- 1.1 The Board recognizes the Association as the sole and exclusive bargaining representative for all full and part-time secretaries, para educators provided work at least 20 hours per week, but excluding the executive secretaries to the Superintendent and other Central Office staff.
- 1.2 The term "employee", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above.

ARTICLE 2
Management Rights

- 2.1 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.”

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 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 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.
- D. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of staff with respect thereto, the terms and conditions of employment.

- 2.2 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 3
Probationary Period and Evaluation

- 3.1 Upon initial employment, each employee in a bargaining unit position shall be placed on probation for a period of sixty (60) working days. If, at the end of this period, his/her work is satisfactory, he/she shall be considered to be a regular employee and seniority shall date from the first date of work.
- 3.2 All employees will be formally evaluated at least once every three years and within ninety (90) working days of a change in classification according to criteria which has been developed jointly by the Association and the Board (see Appendix VI).

The evaluation process shall include the right of an optional self-evaluation by the employee. In the case of para educators, the evaluation may include input from the supervising teacher. All evaluations shall be the responsibility of and signed by the immediate administrative supervisor.

All employees shall be previously advised of the criteria to be used in their evaluations.

ARTICLE 4
Classifications

- 4.1 Clerical Classifications – See Appendix I for positions in each classification.

Secretary II

Secretary or specialized type of clerical service requiring a higher level of responsibility for a specific job. Applicants shall demonstrate the ability in typing, data entry, Microsoft Office skills, money accounting and receipt issuing. These factors may be determining factors for hiring or promotion. These skill areas shall be collaboratively designed with the MCCA leadership. A minimum of an Associate's Degree is preferred.

Secretary I

The duties of these positions are essentially similar to those outlined for Secretary 2 position, differing in terms of scope of activity, discretion, responsibility, and utilization of independent judgment. These positions should be at a higher level of competency. A minimum of an Associate's Degree is preferred.

*Some "2" and "1" positions may not require this level of typing or database applications; however, the positions may require technical skills which will appear on the job posting. Testing of applicants may be required.

The District will provide proper medical training (i.e. injections, medications, CPR, First Aid, etc.) for responsibilities and expectations of the position.

- 4.2 Paraeducator

Duties include the ability to work with compensatory and/or special education students, May include toileting and/or handling of special instructional interventions for children with special physical, learning, behavioral problems. Special skills in behavior management required. Some assignments may include signing and/or braille. A general ability to work with severely impaired students is required.

- 4.3 A standing committee of three (3) Association members (appointed by the Association Executive Board), and three (3) members of the Administration will review re-classification requests on an annual basis. Criteria for classification upgrading is as follows:

General Criteria for setting classification shall consist of:

1. Responsibility
2. Skill Level Requirements

Specific Criteria:

1. Responsibility will include such things as"
 - a. Degree or level of decision-making
 - i. Independence
 - ii. Problem solving
 - b. Authority
 - iii. Monitoring
 - iv. Organizing or initiating work
2. Skill Level Requirements include, but are not limited to such skills as listed in the contract in Article 4 - Classifications

- A. The committee shall meet and conduct reclassification hearings no later than May 30.
 - B. Request for reclassification from either an employee or from the administration is to be sent to both Human Resources and the Association president by March 30th of each year. The request can include written documentation and/or statements from the employee's supervisor.
 - C. At the reclassification hearing, the person making the request shall meet with the committee to explain the request. If the employee's supervisor has made a written statement supportive of the request, his/her statement will address the changes as they pertain to the criteria.
 - D. At the conclusion of the hearing, the committee will deliberate and make its determination.
 - E. Reclassification will be effective on July 1 following the reclassification.
- 4.4 Specific job descriptions shall be established by the Board. Prior to publication the Association shall be given the opportunity to review and comment. Copies shall be on file in the Human Resources Office. A copy of the current complete job description shall be attached to each position posted under the provisions of Article 9.3.

ARTICLE 5
Compensation

5.1 Staff shall be paid for hours worked, based on their employment calendar. Employee's hourly rates are found on the Wage Schedules (see Appendix II).

5.2 Longevity

Longevity pay, recognized for service to the District, is approved for all employees based on the Longevity Schedule (see Appendix II). Longevity is paid based on years of service as of October 1st (as noted on the seniority list) and is payable on the second pay in December.

Each employee who qualifies for longevity shall receive the full longevity amount, except that any employee who separates from the District prior to reaching his/her anniversary date shall receive a pro-rata longevity payment.

5.3 Wage Steps

Any employee who is compensated for at least one thousand twenty (1020) hours per fiscal year (July 1 - June 30) shall be entitled to one (1) step on the salary schedule on July 1 of the subsequent fiscal year.

25/26 Salary Increase : 5%

Wage reopener for following years: 26/27, 27/28, 28/29, and 29/30.

5.4 No new employee shall be allowed more than five (5) years' experience credit for work outside the District, without approval of the Superintendent and notification to the union.

5.5 Secretaries working in buildings with principals who are scheduled in the buildings half time or less shall receive an additional stipend of 5% of the base rate in their classification.

5.6 Overload

Paraeducators working in an elementary "overload" classroom shall receive a stipend of fifty dollars (\$50) per semester.

Paraeducators working in a middle school or high school "overload" class shall receive a ten dollar (\$10) stipend per class per semester.

The stipend will be paid in the final check for that semester. The employee must submit the designated form to Human Resources, identifying the overload compensation and requesting it to be paid. If the employee does not submit the request by the last day of the semester, the stipend will not be paid. Retroactive claiming is not permitted.

The stipend will apply when the following criteria are met:

- A. The number of students in the classroom exceeds the recommended class size as described in the Muskegon City Teachers' Education Association contract; and
- B. the classroom teacher will receive overload compensation; and
- C. there is no overload assistant assigned to the class.

5.7 Substitute for Teacher

When subbing for a teacher in a classroom, the employee will receive the following stipend in addition to their daily hourly pay:

- A. \$20 for half-day subbing
- B. \$40 for full-day subbing

5.8 Secretary Wage Schedules and Paraeducator Wage Schedules are listed in Appendix II.

5.9 Certification Incentive

The District shall pay employees an annual stipend for approved certified training credentials as defined below for a maximum of seven hundred dollars (\$700) annually:

- A. Full TCI certification including active CPR certification to be paid at \$200 per academic year.
- B. Approved Certifications by the Superintendent or designee in the human resources department or special education department will be paid at \$100 per academic year.
 - 1. Certifications are designed to be above the standard training of an employee and are not professional development hours. (examples include ASD certified tutor/interventionist, job specific specialized credential, etc.)
- C. Employees shall submit a request on the Certification Incentive Request form (see Appendix V)
- D. Annual stipends shall be paid in employee's final check at the end of the school year.

5.10 Attendance Incentive

This incentive rewards employees based on their consistent attendance. This is a non-punitive incentive program. This program provides incentives periodically, three times throughout the school year.

Employees are encouraged to take time off when they are too ill to safely perform their duties or when they may be contagious to others.

- A. Employees may earn Non-Student (NS) Days to be used only on non-student and non-report days. NS days may be earned in three separate periods.
- B. Each employee will be responsible for submitting an Attendance Incentive Request form (see Appendix V) to Human Resources for approval of the Non-Student days (NS) within five school days of the completion of the required conditions in the current period. Retroactive filing for the incentive is not permitted. Human resources will verify the employee's request and award the days to be added to the employee's (NS) accrual for future use.
- C. For the purpose of this incentive only, absences are reset to zero at the start of each new period.

PERIODS

Fall Period	1 st day of work for Academic Year	to	November 30th
Winter Period	December 1 st	to	March 15th
Spring Period	March 16 th	to	Last work day of Academic Year

- D. For each period, employees may earn a Non-Student (NS) day based on having no absences.

Fall Period	No Absences	One (1) NS day granted.
Winter Period	No Absences	One (1) NS day granted
Spring Period	No Absences	One (1) NS day granted
- E. Non-Student Days are separate and unrelated to Vacation time outlined in Article 14 and shall have no effect upon Article 14 vacation time.

- F. Non-Student (NS) days earned in Fall or Winter may be used during Holiday Break, Mid-Winter Break, Spring Break, or any non-student day that the employee is not required to report. NS days earned in Spring and any unused Fall or Winter earned NS days shall be paid out in the pay in employee's final check at the end of the school year.

ARTICLE 6

Insurance

6.1 Full Time Employees

The Board shall provide a health plan and pay the annual January statutory hard cap amount subject to PA 152 for health insurance effective the beginning of the school year. The employee portion will be payroll deducted during the work year. In addition, the Board shall pay the full cost of the dental, vision and life insurance. The Employee will contribute 100% of the cost of the negotiated LTD program. Insurance is to be bid out and product to be mutually agreed upon.

Employees may elect, at their expense, options which include any available non-taxable plan approved by the Board, such as survivor income insurance, dependent life insurance, short-term disability insurance, tax sheltered annuities, or any combination of available options.

6.2 The obligation of the Board to provide insurance or options to any employee shall terminate the month in which the employee' services are terminated.

If the termination occurs at the end of the agreed upon employment relationship or the employee is terminated because of layoff, the employee shall receive a pro-rata portion of the twelve (12) month insurance year earned at the time of termination.

The insurance provided shall terminate with respect to any employee who ceases to be on the active employment rolls of the Board, except that individual cases may be subject to review by representatives of the Association and the Board.

6.3 Full-time employees will be defined as all persons who are employed by the school district for thirty (30) or more hours per week. Such employees qualify for full benefits. Employees who do not qualify for full-time benefits, but who are employed twenty (20) hours or more per week, shall be entitled to dental, life and vision benefits.

ARTICLE 7
Seniority

- 7.1 Each employee shall accumulate and retain two (2) types of seniority. They are:
- D. District Seniority which is defined as the length of service of an employee with the District; and
 - E. Group Seniority, which shall be defined as the length of service of an employee as a clerical employee or para educator. There shall be two group seniority lists, one called Group Seniority – Secretaries, and one called Group Seniority – Para Educators. An employee who moves from one group to another shall retain his/her seniority in the original group and start to accumulate seniority for the new group.
- 7.2 Seniority will begin to accrue as of the first day of actual service in the district. Each employee that works his/her position's full contract year, no matter how many hours worked per day, shall be credited with one (1) year seniority credit. Employees who are hired during the year shall receive pro-rata seniority credit for that year. To be eligible for a full year seniority credit, the contract year must work a minimum of 150 days.
- 7.3 Seniority credit for time off the job shall be formulated follows:
- Paid Leave (sick days, holidays, vacation, etc.) - seniority shall accrue.
- Unpaid Leave due to Medical Disability or Military Leave -seniority shall accrue.
- Other Unpaid Leave - seniority shall not accrue, however, such time shall not be considered a break in service.
- Layoff - seniority shall not accrue, however, such time shall not be considered a break in service. Seniority shall be frozen at the seniority level held at the time of the leave.
- Out of Bargaining Unit – Seniority for members leaving the bargaining unit for another position within the district shall be frozen for up to two (2) years. If returning to the bargaining unit to a vacant position within two (2) years, the employee will be placed on the seniority list at the level held at the time they left. If returning to the bargaining unit to a vacant position beyond two (2) years, the employee will be placed at the bottom of the seniority list as if new to the bargaining unit.
- Any break in service, exclusive of approved leaves, from Muskegon Public Schools will nullify any seniority rights with the district and with the association.
- 7.4 When more than one employee has the same first day of actual service, seniority ranking shall be determined by drawing numbers in the Human Resources Office with an Association representative in attendance. The person drawing the number one (1) shall be the most senior among the tied employees, and so on, through the numbers.
- 7.5 All new employees shall, for the first sixty (60) working days of their employment be considered probationary employees. If retained after the sixty (60) working day probationary period, such employees shall be placed on the appropriate seniority list with seniority credited to the first day of actual service in the district.
- 7.6 No employee shall earn more than one year of seniority in one fiscal year.

- 7.7 The Board shall prepare and maintain, subject to examination and verification by the Association, the aforementioned seniority lists. Copies of such lists shall be provided to the Association each October 1st. Objections to the seniority list shall be filed within 10 school days. Thereafter, the list shall be final and conclusive.
- 7.8 The president's and the grievance chairperson's seniority as defined in District Seniority and Group Seniority (Article 7.1(A) and 7.1(B)) shall remain unchanged during their terms of office, however, for the purposes of layoff, reduction and/or displacement (as defined in Article 7), the president and the grievance chairperson shall be considered the most senior employees within the bargaining unit and shall be the last employees in their seniority group impacted by any layoffs, reductions and/or displacements. This "super seniority" for the president and the grievance chairperson shall not apply to any other seniority provision of the Master Agreement.

ARTICLE 8
Layoff and Recall

- 8.1 All layoffs and recalls shall be based on group seniority.
- 8.2 The Association shall immediately be notified by the Board when the specific position(s) to be eliminated or reduced have been identified. Such notification shall include the reasons for the action and, if known, the time schedule for implementation. Each employee being affected by the layoff or reduction shall be notified by the Board in writing within forty-eight (48) hours of the notification to the Association, and if possible, five (5) weeks' notice, but no less than two (2) weeks prior to the implementation of the layoff or reduction. In no instance shall the individual employee be notified of a layoff prior to notification to the Association.
- 8.3 When layoffs or reductions are required during the school year for Para Educators or for Secretaries at any time, the following procedure(s) shall be used:
- a. Positions vacant, due to retirement or resignation, and not scheduled for elimination plus all newly established positions shall be posted and filled first.
 - b. Next, employees in specific positions to be eliminated or reduced shall be considered "displaced".
- 8.4 Displaced employees starting with Secretary I classification secretaries and the para educators, shall in seniority order select positions by the following procedure:
- A. The employee shall first take any available vacancy for which he/she is qualified within his/her wage classification and seniority group, or if not available:
 - B. The employee shall have the option of:
 1. displacing the least senior employee in his/her wage classification and seniority group. If any testing is necessary it shall be directly related to the responsibilities of the position. The Board shall notify the Association if any additional testing is required prior to administering such tests.
 2. taking a vacancy in a lower wage classification in the same seniority group.
 3. if no vacancy exists in a lower wage classification, may displace least senior employee in a lower wage classification in same seniority group provided that the least senior employee in the lower wage classification has less seniority than the least senior employee in the displaced employee's wage classification, or
 4. the employee may accept the elimination as a layoff providing there are no vacancies.
 5. the employee must meet the qualifications of the position to be taken.
 - C. A para educator displaced, under the provisions of 8.3 and 8.4, during the year may exercise his/her seniority, for the purpose of section 8.5, in either his/her previous building or his/her new building assignment. He/she shall notify the administration by May 1 of which building has been selected.
 - D. Any employee unassigned after the implementation of the above procedures shall be notified of layoff.

- E. An employee scheduled to work fewer than thirty (30) hours per week at the time of layoff or reduction, may not displace an employee scheduled to work thirty (30) or more hours per week.

This section of the contract will be collaboratively discussed and worked through for modernization by the MCCA and the District.

8.5 When layoffs or reductions among para educators are required for the next school year, the following procedure(s) shall be used:

- A. Positions vacant, due to retirement or resignation, and not scheduled for elimination plus all newly established positions and all positions that will be maintained from the current year shall be identified.
- B. Next, para educators shall be assigned a specific position within their current building assignment.

In the case of insufficient positions within a building, the least senior para educator will not receive an assignment within their building and shall be considered "displaced". All para educators shall be notified of their assignment or displaced status before the end of the school year.

- C. All para educators will receive notification of the job selection meeting and a listing of the posted positions. The notification shall include a listing of all positions that will be available for selection at the meeting.
- D. Displaced para educators shall attend the job selection meeting. All other para educators have the right to attend the meeting.
- E. At the job selection meeting, employees shall select a position based on the following criteria:
 - 1. All employees shall make job selections by wage classification and in the order of seniority. Most senior employees shall select first.
 - 2. If an employee who has a position for the next school year selects a different position, the original position shall be placed on the selection list and employees may select that position by wage classification and seniority order.
 - 3. All selections will be tentative. Following the job selection meeting, officials of the Association and the Administration shall meet to review selections to assure that no selection excluded an employee being placed in a position. This meeting shall take place within three (3) workdays of the general meeting. Placements shall be finalized at this meeting and employees will be notified within three (3) workdays of their official placement.
- F. Vacancies which occur after the job selection meeting shall be filled according to the provisions of Article 9.

8.6 Notice of recall will be made by telephone whenever possible and simultaneously by certified mail to the last address given to the Board by the employee. The employee shall be encouraged to respond in writing to the telephone call within forty-eight (48) hours. The employee shall respond in writing to the notice of recall within forty-eight (48) hours of the date the employee receives the certified letter.

If the employee fails to respond within forty-eight (48) hours from the receipt of the notice of recall, the employee will be deemed to have refused the position offered and will be removed from the recall list and terminated. Acceptance of a position that offers less time than the employee had at the time of layoff will not affect the employee's later recall rights to a position equivalent in time to the position held by the employee at the time of layoff except as modified by requirements in classification article.

If the employee responds within the forty-eight (48) hour period mentioned above and refuses a position, which offers less time per day or is in a lower wage classification than the employee had at the time of layoff, the employee's later recall rights shall not be affected.

- 8.7 If an employee refuses a recall they are removed from the recall list and terminated. State and Federal protection laws will apply.

ARTICLE 9
Vacancies, Promotions and Changes of Assignments

- 9.1 A vacancy shall be defined as any new position or any position that is vacated, which the Board intends to fill with a permanent employee.
- 9.2 The district shall have the right of assignment with the following conditions still used:
- A. Vacancies that occur during the year will be posted.
 - 1. Any current para educator that applies will be interviewed.
 - 2. Seniority will be the tie breaker.
 - B. All clerical positions will always be posted and interviewed and not part of the bidding process.
 - 1. All current secretaries that apply will be interviewed.
 - 2. Seniority will be a tie breaking factor.
 - C. Para Educators will have bidding at the end of every year (see Article 8)
 - 1. Any unfilled positions will be posted.
- 9.3 When a vacancy exists in any position in the bargaining unit, all employees shall be notified via email of a job posting. Job posting will include job title, classification, program and/or building assignment, hours of work, length of work year and qualifications. A copy of the current, complete job description as defined in Article 4.4 shall be attached to each posting. All bids must be submitted through the electronic applicant system used to post positions.

Job Postings shall be posted electronically to all MCAA members on the MPS website. No vacancy may be filled permanently from outside the bargaining unit until it has been posted for a minimum of five (5) working days and no bids are received from within the bargaining unit in accordance with the provisions of 9.4.

- 9.4 The following factors shall be considered in selecting qualified employees for the filling of vacancies and/or granting promotions:
- A. Seniority in the same wage classification or in a higher wage classification shall be a factor. Laid-off employees who have accepted a lower wage classification in order to retain employment, shall continue to have priority for vacancies in the wage classification they held at the time of layoff.
 - B. Qualifications to meet responsibilities contained in the job description will be the first criteria. If any testing/specialized training is necessary, it shall be related to the responsibilities of the position. Testing/specialized training required of any position shall be known to all employees through job descriptions and postings. The Board shall notify the Association if any additional testing/specialized training is required.
 - C. The work record of the employee will be the second criteria including evaluation, attendance and discipline.

Prior to awarding a position, the selected applicant and/or the responsible administrator may request a meeting with the Superintendent or his/her designee to discuss the position prior to the selected applicant deciding to accept appointment to the trial period defined in Article 9.9.

When exceptions to seniority are made by the Board, the Association is to be apprised of the Board's reasons. The Association reserves the right to grieve on the merits of the assignment through the grievance process.

- 9.5 If an internal applicant is to be selected for a vacancy, the selection will be made within ten (10) working days after the posting expires.
- 9.6 Extended Leave
- A. If an employee is on an extended leave, medical or family, for a period of up to six (6) months, the position will be filled with a substitute. After six (6) months, the job may be posted. Should the employee return prior to the expiration of one year, they will be able to return to their original position. The employee who fills the position of the employee on a leave of absence shall retain rights as specified in the layoff and recall article.
- B. If an employee is on an extended leave for any purpose other than medical, family illness, military or jury duty for a period of up to 6 months, the position will be filled with a substitute. After 6 months of unpaid leave or receipt of resignation whichever occurs first the job may be posted.
- 9.7 Temporary positions may be created by the Board occasionally to meet specific needs. Such positions shall not exceed three (3) months in duration. If the position extends beyond three (3) months, it will be posted as a vacancy unless a mutual pathway is defined through the MCCA and administration.
- 9.8 During the summer months, when regular school is not in session, the following procedure will be followed:
- A. The District shall email copies of all vacancies within the bargaining unit and post on the district website.
- 9.9 An employee who is assigned additional duties in writing by his/her administrative supervisor because of the absence of another employee in a higher classification for more than two (2) consecutive days shall be paid beginning with the third day, the level pay rate for the higher classification for the specific time during which the employee is responsible for the additional assigned duties.
- 9.10 Employees moving to a different bargaining unit position shall be required to satisfactorily complete a sixty (60) working day trial period before the new assignment shall be considered awarded. During the first three (3) working days of this trial period, the employee shall have the right to elect to return to his/her former job assignment without penalty and the former position will not be assigned until the fourth (4) work-day.

Should an employee's performance prove to be unsatisfactory during the trial period, and providing the employee's previous work record was satisfactory, the employee may be returned to his/her previous position, if vacant, or any comparable position if an opening exists. If no vacancy exists the employee shall be laid off.

An employee moving to a less than 52-week position in a school building, may request that the first three (3) working days of the trial period (as referred to above) be extended the number of working days required to provide three (3) working days when students are in attendance. This shall not apply to employees moving from their current position to a similar position in a different school building. (An example of this would be the Secretary I or Secretary II from Bunker moving to Secretary I or Secretary II at Moon)

- 9.11 Handbooks outlining the specific job tasks and procedures of each secretary and para educator position shall be available for review at the work site. Handbooks will be developed, as practical, by representatives of the Board and the Clerical/Classroom Assistant Association to explain such duties

and procedures that are common throughout the district. More specific job tasks unique to the building or classroom will be developed by the employee and the supervisor. In the case of para educators, the classroom teacher should be involved in developing the handbook.

All handbooks shall be subject to review and approval by the Superintendent or his/her designee.

ARTICLE 10
Substitute Employees

10.1 A substitute employee, when available, shall be obtained whenever a regular secretary or para educator employee is absent from work and the employee requests a substitute in the usual manner.

ARTICLE 11
Employee Rights

- 11.1 Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every bargaining unit member has the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or to refrain from such activities. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in any lawful activities of the Association or collective negotiations with the Board, the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment.
- 11.2 Nothing contained herein may be construed to deny or restrict any employee the rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employees in this Agreement are in addition to those provided by law.
- 11.3 The Board & Association may not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to his/her hire, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, race, religion, color, national origin, or sex.
- 11.4 Upon request for an appointment an employee shall have the right in the presence of the Superintendent or his/her designee, to review the contents of his/her personnel file, excluding initial references and/or confidential material for the Board pertaining to said individual originating prior to initial employment, and to have an Association representative present at such review.
- 11.5 No evaluative material originating after initial employment shall be placed in an employee's personnel file until he/she has had an opportunity to review said material. The employee may submit a written notation within 10 days, which shall be attached to the material in question.
- 11.6 If an employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content.
- 11.7 The employee shall have the right, upon request for an appointment, to review the contents of his/her personnel file. If, upon reviewing his/her files, an employee believes that material placed in such files is inappropriate or in error, such material shall be corrected or expunged, via Human Resources, from the files, provided that proper cause is shown. A representative of the Association may accompany the employee if requested to do so. Removal of documents shall not be contrary to 1230b of the Revised School Code.

ARTICLE 12
Association Rights

- 12.1 Association requests for specific information and materials pertaining to the financial resources of the district or which are needed to process any grievance or complaint shall be honored by the Board provided such information and/or materials are readily available. The Association shall reimburse the employer in accordance with FOIA.
- 12.2 The Association has the right to use school building facilities at all reasonable hours for meetings. The Association also has the right to use school equipment at times when such equipment is not otherwise in use. The Association shall furnish or pay for the materials and supplies incidental to its operation.
- 12.3 All bargaining unit employees, including newly hired employees, when hired, shall be provided by the Board with a copy of this Agreement. In addition, the Association shall be provided with at least twenty-five (25) copies of this Agreement by the Board.
- 12.4 The Association shall be provided with a maximum of fifteen (15) days over multiple staff members of release time for the purpose of conducting Association business. Association officials granted such time shall suffer no loss of pay. Additional release time may be granted by the Superintendent or his/her designee. Requests for such release time shall be made to the Superintendent or his/her designee by the Association President at least twenty-four (24) hours in advance. In cases of emergency, the time limit may be waived by the Superintendent or his/her designee.

Association time reimbursed to the District by the Muskegon Clerical/Classroom Assistant Association, the Michigan Education Association or the National Education Association shall not be deducted from the fifteen (15) days provided above. It is also understood that the Board shall not contribute MPERS credit for such absences, unless reimbursed by the Association or employee. In the event that a substitute is needed for the coverage of the member, the MCCA will reimburse those costs to the district.

ARTICLE 13
Working Hours and Conditions

- 13.1 Full-time employees are employees who are employed by the Board for a minimum of thirty (30) hours per week. Part-time employees are employed no more than twenty-nine (29) hours per week but not less than twenty (20) hours per week.
- 13.2 The normal work-week for a full-time employee shall be 30-40 hours per week. Normally, employee working hours shall be equally divided over a five (5) day work-week. In the case of forty (40) hour per week employees, the work-week shall normally consist of five, eight-hour days.
- No group of employees in a given classification or seniority group will suffer a reduction in hours to avoid application of the layoff provisions of this Agreement.
- 13.3 Clerical Staff will generally be employed as per Appendix III. Other periods of employment may be allowed to serve particular needs of individual offices. Specific needs will be reviewed annually.
- 13.4 The Secretary II positions are currently full-time positions, but may range from 30-40 hours via agreement by the building administrator and MCCA member. Such agreement is subject to the following rules:
- A. Days may not be eliminated (Mon-Fri schedule)
 - B. The workday tasks and essential expectations must always be completed prior to exiting for the day. Overtime will not apply until forty (40) hours are worked.
 - C. Administration may remove the agreement and return to 40 hours.
 - D. All agreements must be approved by Human Resources and remain compliant to all CBA sections.
- 13.5 Ordinarily the work year consists of 261 working days. From time to time, however, the calendar in certain years (leap year) includes one "extra" work-day. When that "extra" work-day occurs, compensatory time may be taken whenever agreed upon by the employee and the immediate administrative supervisor. However, employees shall not be required at any time to work without being paid for such work according to the wages set forth in this Agreement.
- 13.6 All work over forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of pay. All such overtime requests, however, must be submitted by the immediate administrative supervisor and have written approval in advance by the Superintendent or his/her designee.
- 13.7 Every reasonable effort shall be made to avoid situations whereby a secretary or para educator employee would be the only person on duty in a given building. Where possible, work schedules shall be coordinated so that, except in cases of emergency, an employee is not the only person on duty in a building. In situations where a secretary or para educator employee is alone in a building and has reason to be concerned for his/her safety, such employee may call their immediate administrative supervisor and request permission to leave that building. If the supervisor is not available, such request may be directed to Superintendent or his/her designee.

There will be a designated administrator available at all times to handle issues regarding the safety of clerical and para educator employees.

13.8 Employees shall not be required to be responsible for the supervision of students who have been referred to the office for disciplinary reasons except for employees assigned such responsibilities as a condition of employment. When the building principal is absent from the building, he/she shall make every reasonable effort to provide for the supervision of such students in accordance with the terms of this Agreement.

13.9 Secretaries who work at least 6.5 hours shall be allowed two (2) fifteen (15) minute duty free breaks per day. In those cases where there is only one secretary in a building, arrangements will be worked out with the building supervisor to ensure equivalent break time per day.

Para educators who work at least 6.5 hours shall be granted two (2) fifteen (15) minute breaks per day. In lieu of an afternoon break, the para educator, with approval of the immediate administrative supervisor, may be allowed to leave fifteen (15) minutes earlier than the end of the normal working day.

13.10 Employees who work at least 6.5 hours are entitled to a duty free unpaid lunch period. Any employee who is required to work during the normal lunch period shall be given an alternate lunch period, which is mutually agreeable to the employee and the immediate administrative supervisor. The length of the employee's lunch period will be established by mutual consent of the employee and supervisor.

13.11 Employees who are asked to use their personal automobile for school business, other than to attend meetings, shall be reimbursed for that usage at the allowable rate set by the Board. No employees shall be required to use their personal automobile for school business except as a condition of their employment for a particular position. No employees shall be asked to transport cargo, which may cause damage to their vehicle.

13.12 Secretaries and para educators may be requested to work evenings (i.e. conferences, etc.) The employee shall be paid for time worked.

13.13 A building administrator will delegate and supervise the administration of medication during the school day. The dispensing and logging of medications shall be the responsibility of the clerical positions in the building. Proper training in expected responsibilities is the responsibility of the District.

In some cases an employee may be required to perform diagnostic procedures (i.e. urinalysis, blood/sugar analysis).

13.14 Secretaries will be responsible for establishing CA-60 files for new or transferring students. Secretaries will be responsible for maintaining and generating district immunization and attendance records. Maintaining CA-60 files is one of the primary work responsibilities of secretaries.

13.15 Professional Development Fridays

A. Report to work as per calendar.

B. A variety of training and skill enhancement opportunities will be provided. Additionally, time may be designated for Medicaid billing or other documentation requirements

ARTICLE 14
Vacations

14.1 Paid annual vacation shall be awarded on the following basis:

- A. See Appendix III regarding clerical vacation
- B. See Appendix III regarding para educator vacation
- C. See Appendix III for Grandfathered Vacation Pay for para educators:

Grandfather: Current para educators that are receiving vacation pay as of June 30, 2015, will continue to accumulate up to the 16 days as per this section and as noted on the seniority list. No additional employees will be granted these vacation days.

Seniority	Days
After 3 months – 8 years	7.0 days
After 8 years – 15 years	12.0 days
After 15 years	16.0 days

D. Para educators who work more than the regular school year shall have their current year vacation days pro-rated based upon the vacation allotment chart in Article 14.1 and using the number of current year workdays for school year para educators as the pro-rata divisor. (Example: in a 186 work-day year, a 230 day para educator with three to eight years of experience would earn 8.5 days of vacation. $230 \div 186 \times 7.00 \text{ days of vacation} = 8.5 \text{ days of vacation}$).

14.2 Vacation pay per day shall be equal to the number of hours the employee regularly works.

14.3 Vacation time may be taken as earned, but must be used no later than forty-five (45) days after the end of the current fiscal year (or by August 15). No more than one-half (1/2) of the vacation days earned in a current fiscal (work) year may be taken before January 1. Unused vacation time may not be carried over beyond August 15 unless approved in writing by the Superintendent or his/her designee for specific and unusual cause.

14.4 Employees may use vacation days on any day without school or be paid out at the end of the year. Exceptions may be granted by the administrative supervisor with approval of the Superintendent or his/her designee.

14.5 An employee who terminates employment in the course of the year will be entitled to an accumulated vacation benefit only if the employee has been employed by the Board for one (1) full year and has given at least two (2) weeks' notice for the termination of employment. Termination prior to the end of any given fiscal (work) year will result in a pro-rata deduction of earned vacation days during that year.

ARTICLE 15
Holidays

- 15.1 See Appendix III for paid holiday information for secretaries and para educators.
- 15.2 No other holidays will be allowed except on written notice from the Superintendent or his/her designee.
- 15.3 Anyone required to work on these days shall receive double pay.
- 15.4 Half-time employees normally scheduled to work the afternoon of Good Friday will not report to work and shall be given pay equal to one-half (1/2) their normal work-day.
- 15.5 Half-time employees normally scheduled to work the mornings of Good Friday will work and shall be given additional pay equal to one-half (1/2) their normal work-day.
- 15.6 All employees housed in school buildings shall be allowed to leave at student dismissal or when busses pull out, whichever is later, the day before holidays as defined in Appendix III, except Good Friday. On Good Friday, employees may leave at the student early dismissal time or when busses pull out, whichever is later.

All employees housed at other sites shall be allowed to leave thirty (30) minutes early on the day before holidays as defined in Appendix III, except Good Friday and Independence Day.

ARTICLE 16
Sick Leave

16.1 Sick Leave Definitions

The following definitions shall apply to Sick Leave:

- A. "Immediate Family" shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchildren, and any person in lieu of parents.
- B. "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 Agreement.
- C. "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.

16.2 Sick Leave (Personal & Family)

- A. Employees shall be granted one (1) sick leave day at the start of each academic year.
 - 1 Proration of days shall occur based on the employee's start and end dates of employment.
 - 2 A sick leave day shall be equal to the hours an employee is regularly scheduled to work at the time the day is used.
 - 3 Sick leave may be used in half-day or full-day increments.
- B. Employees who may have accumulated sick leave days and who terminate their employment shall not be compensated by unused sick leave days, and said unused sick leave days may not be carried forward in the case of subsequent re-employment by this school system. However, employees employed in this district continuously for at least ten (10) consecutive years shall, upon retirement with MPERS, receive twenty (20) dollars for each unused day of accumulated sick leave.
- C. Additional absences beyond the employee's accumulated sick leave will be unpaid and may result in disciplinary action. The District may require a doctor's note to verify the medical necessity for the leave.
- D. Unpaid leave for other reasons must be requested and approved as outlined in Article 17 of this agreement. If the leave is denied, then it shall be considered job abandonment, and termination of employment may result.
- E. Any employee who is absent because of injury or disease in compliance with the Michigan Workers Compensation law have the option to 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. Number of days of sick leave deducted would be proportionate to the dollar amount contributed in salary by the Board.
- F. 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 employee whose personal illness extends beyond the period compensated under this Article shall be granted a leave of absence without pay for such time as is necessary for complete recovery but not to exceed twelve (12) consecutive months or a cumulative of twelve months over a two-year period. Upon return from leave, an employee shall be assigned to the same position, if available, or, a substantially equivalent position except as limited by the Layoff and Recall Article of this Agreement (Article 8).
- G. Employees who transfer from one department or assignment to another but remain employees of the district shall carry their accumulated sick leave days to their new assignment.

- H. Employees who are laid off and subsequently return to work shall retain the accumulated sick leave days they had at the time of layoff.
- I. Part-time employees will receive the above benefits in prorated amounts.
- J. An employee may be required to provide a doctor's certificate for an absence of three (3) working days or if a pattern of absences is evident.
- K. Absence of a reasonable length of time but not to exceed five (5) days per year caused by the critical illness of a member of the employee's own household or a member of the immediate family whose care is the direct responsibility of the employee and requiring the personal attention of the employee will be compensated by payment of the contractual salary. Requests for exceptions shall be submitted for approval through the Superintendent or his/her designee.

16.3 Leave (Family Illness).

- A. The following definitions shall apply to ESTA leave. "Family Member" is defined as:
 - 1. biological, adopted, or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands in loco parentis;
 - 2. biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or a domestic partner or a person who stood in loco parentis when the eligible employee was a minor child;
 - 3. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;
 - 4. grandparent, grandchild, and biological, foster, or adopted sibling;
 - 5. an individual related by blood; or
 - 6. an individual whose close association with the employee is the equivalent of a family relationship.

16.4 ESTA Leave (Personal/Family Illness)

- A. Employees shall be granted nine (9) ESTA days at the start of each academic year.
 - 1. Proration of days shall occur based on the employee's start and end dates of employment.
 - 2. An ESTA leave day shall be equal to the hours an employee is regularly scheduled to work at the time the day is used.
 - 3. ESTA leave may be used in one (1) hour increments
- B. All unused ESTA leave as of June 30 of each academic year shall roll over into the employee's sick leave accrual without limit on maximum accrual. Once added to the sick leave accrual, use is subject to Article 16.1 and 16.2.
- C. Employees who transfer from one department or assignment to another but remain employees of the district shall carry their ESTA days to their new assignment.
- D. Employees who separate employment for any reason but are rehired within six (6) months of the separation shall have their previously earned ESTA leave reinstated and shall be able to use that ESTA leave and accumulate additional ESTA leave as designated by the contract.
- E. Additional absences shall result in a deduction on a prorated basis

- F. A repeal of the Michigan Employer Sick Time Act will void this section (16.3, 16.4, 16.5 and 16.6) of the contract. Any remaining ESTA days will convert to sick leave.
- G. All references to ESTA leave are subject to Michigan law and Board Policy 4113.

16.5 ESTA Leave Use:

- A. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
- B. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
- C. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- D. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- E. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

16.6 Requiring Documentation for ESTA Leave

- A. An employer may require an employee who has used more than three (3) consecutive days or has requested an unpaid day of sick time to provide reasonable documentation that the sick time has been used for an appropriate purpose. Upon request, the employee must provide documentation in a timely manner. Documentation signed by a healthcare professional indicating that sick time is necessary is considered reasonable documentation.

In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee is considered reasonable documentation:

1. A police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault.
 2. A signed statement from a victim and witness advocate affirming that the employee or a family member is receiving services from a victim services organization.
 3. A court document indicating that the employee or family member is involved in legal action related to domestic violence or sexual assault.
- B. An employer must not require that the documentation explain the nature of the illness or the details of the violence.

- C. An employer must not require disclosure of details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical conditions as a condition of providing earned sick time. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or an employee's family member, the employer must treat that information as confidential and not disclose that information except with the permission of the affected employee.

- D. If an employer decides to require documentation for earned sick time, the employer must cover all out-of-pocket expenses incurred by the employee in obtaining the documentation.

ARTICLE 17
Other Leaves

17.1 Leave (Bereavement)

- A. Absence of not more than five (5) days per school year caused by deaths in the immediate family shall be compensated by payment of contractual salary. Requests for exceptions may be approved through the Superintendent or his/her designee.
- B. Absence of not more than two (2) days per school year for the death of an aunt, uncle, nephew, niece, or first cousin shall be compensated by payment of contractual salary.
- C. No remainder of leave days granted in the immediately preceding paragraphs may be accredited or accumulated.
- D. In the event of extenuating circumstances the employee will confer with the immediate supervisor and the Superintendent or his/her designee.
- E. Out-of-state deaths may entail an extension of time in ratio to travel time. Such extension is at the discretion of the Superintendent or his/her designee.
- F. Absence in this section shall be counted as sick leave and shall be deducted under sick leave regulations.

17.2 Absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:

- A. Absence when an employee is called for jury service.* (Pay the difference between jury pay and regular pay.)
- B. Court appearance as a witness whenever an employee is subpoenaed to attend any proceeding.* (Pay difference of court fee.)

*Expense allowance provided by the court shall not be reimbursed to the district. Neither shall the employee be required to reimburse the district for expense allowances, jury pay or court fees, if such service takes place at times other than the employee's scheduled working time.

- C. Time necessary to take the Selective Service physical examination.
- D. A maximum of three (3) days for personal leave per year, but such personal leave days will not be used immediately prior to or immediately following a holiday, scheduled break, or vacation without the approval of the Superintendent or designee. The personal leave allowance shall be prorated based on days worked of the position calendar.
 - a. Except in cases of emergency, an employee taking personal leave must notify the immediate supervisor 24 hours prior to the leave.
 - b. Unused personal leave days will be added to sick leave accumulation.
 - c. Personal leave days will be pro-rated upon separation or unpaid leave based on the number of paid days in the position calendar.
 - d. Personal leave may be taken in units of one-half day.

17.3 Parental and Maternity Leaves

- A. Parental leaves of absence shall be granted, upon request, for up to one (1) year without pay to commence at the end of disability, due to childbirth, or at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption. Such requests shall include the beginning date and probable ending date of said leave.
- B. An employee who is granted a parental leave of absence of less than one (1) year pursuant to the section above, shall, after notifying Superintendent or his/her designee of a desire to return to active employment, be assigned to the first available vacant position in accordance with the terms set forth in Article 9 (Vacancies, Promotions and Changes of Assignment). For para educators, if no vacancy exists, the employee may displace the least senior employee in the seniority group and wage classification in which the employee worked prior to going on leave provided that the more senior employee is qualified to fill the position to be taken, or the employee may displace the least senior employee in the seniority group and a lower wage classification than the employee previously held, or the employee may choose to remain on leave pending notice of a future vacancy. It is understood that the employee's seniority must entitle him/her to such displacement.

17.4 Military leaves of absence shall be granted to any employee 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 applicable law.

17.5 The Board may grant a leave of absence without pay to any employee to campaign for, or serve in, an elected public office for a period not to exceed one (1) year. Upon return from serving in a full time public office, an employee shall receive salary increments mutually agreed upon by the employee and the Superintendent or his/her designee but in no case exceeding salary benefits allowable for military leave. The employee shall return to an open, available position for which qualified.

17.6 The Board shall grant a leave of absence without pay to any employee for the purpose of furthering his/her education for a period of up to one (1) year. Such leave may be extended with approval of the Superintendent or his/her designee.

17.7 Association Leave

An employee appointed to or elected to a full-time position or office with the state or national branch of the Association, may be granted a leave without pay or fringe benefits for one (1) year. Such leave is renewable one time for an additional year at the Superintendent's discretion.

17.8 To obtain a leave of absence for any reason other than those provided elsewhere in this Agreement, an employee must file a request in writing with the Superintendent or his/her designee stating the reason for the request in detail. No employee, however, shall be granted a leave of absence to seek employment elsewhere. To be eligible for a leave of absence under sections 17.5, 17.6, and 17.7 of this article, an employee shall have served satisfactorily for a period of not less than two (2) years. See Article 7.3 for seniority during leave.

17.9 An employee on leave shall be entitled to return to service in the first available vacant position in accordance with the terms set forth in Article 9 (Vacancies, Promotions and Changes of Assignment). For para educators, if no vacancy exists, the employee may displace the least senior employee in the seniority group and wage classification in which the employee worked prior to going on leave provided that the more senior employee is qualified to fill the position to be taken, or the

employee may displace the least senior employee in the seniority group and a lower wage classification than the employee previously held, or the employee may choose to remain on leave pending notice of a future vacancy. It is understood that the employee's seniority must entitle him/her to such displacement.

The Superintendent or his/her designee shall be notified not less than fifteen (15) working days prior to the time when an employee desires to return to work following a leave of absence. If, however, a position previously held by an employee on leave is an open position or is filled by a temporary or substitute employee, the employee wishing to return from leave shall be awarded the position he/she previously held, within fifteen (15) working days following proper notification as specified above.

17.10 Miscellaneous Provisions Regarding Absence

- A. The chief building administrator or his/her administrative designee shall certify to the legitimacy of a claim for compensation for absence covered in Article 16.2 and 16.3 and Article 17.1 and 17.2 by entering on the payroll the dates and causes for such absence, provided the provisions covering absence due to personal illness, family illness, death in the family, or death of a relative are complied with. Absences must be submitted using the District's attendance management system
- B. No employee shall absent himself/herself from regular duties for causes other than personal illness, illness in the immediate family requiring the personal attention of said employee, death in the immediate family, or death of a relative, except with the prior permission of the immediate administrative supervisor. In questionable cases, the immediate administrative supervisor will confer with the Superintendent or his/her designee.
- C. When, in the judgment of the immediate administrative supervisor or Superintendent or his/her designee, such absence contributed to the general interest of the school system, compensation may be paid on a full or partial basis.

17.11 Family Medical Leave Act (FMLA)

Under Federal law and in addition to any leaves granted under any other terms of this agreement, a twelve-week unpaid family and medical leave of absence shall be granted to any employee for any of the following purposes:

1. the birth of or care of a child;
2. the placement for adoption or foster care of a child
3. because of the serious health condition of a spouse, son, daughter, or parent;
4. because of the employee's own serious health condition.
5. other reasons specified under FMLA.

For further information about a Family and Medical Leave Act leave of absence, contact the Human Resources Office for leave provisions and application procedures.

Applicable paid leave shall be concurrent with FMLA. The employee shall pay their portion of health insurance timely. If the employee does not return upon expiration of FMLA leave of own volition, the employee shall reimburse the employer.

ARTICLE 18
Injury to Employees

- 18.1 Employees of the Board who are injured in the course of employment are subject to provisions of the Worker's Compensation Act, and after report of injury and investigation, payments of compensation shall be made in accord with the Worker's Compensation Act.
- 18.2 Consistent with or in addition to the requirements of the Compensation Act, employees shall do the following:
- A. Report immediately, and in any event within twelve (12) hours, any accident or injury occurring on the premises or while engaged in services for the Board.
 - B. Such reports shall be made to the immediate supervisor, who shall thereupon require the employee to make a written report, which shall be forwarded, to the Superintendent or his/her designee. In the event the immediate supervisor is not available, the report shall be made directly to the Human Resources Office.
- 18.2 Sick leave may be used in conjunction with Workers' Compensation as allowed in Article 16

ARTICLE 19
Absence of Employees

- 19.1 No employee shall be absent from his/her assignment without prior approval from the immediate administrative supervisor or his/her representative, except in cases of emergency, in which case the principal or his/her representative shall be notified of absence as soon as possible.
- 19.2 Evidence indicating abuse of leave privileges or failure to report for work without notification to the immediate administrative supervisor shall be considered just cause for disciplinary action up to and including discharge.

ARTICLE 20
Payroll Procedures

20.1 Pay Periods.

- A. All employees shall be paid bi-weekly on the Friday following the payroll period in which work is performed.
- B. Employees will be paid for hours worked during the pay period.
- C. Annual pay periods will range between 19 to 21 pays based on the calendar. It should be noted that there will periodically be the need for twenty-seven (27) pay periods instead of twenty-six (26) pay periods for employees who work year-round.

20.2 Payroll Withholding.

- A. The following payroll withholdings shall be allowed with the proper employee authorization:
 - 1. Health Insurance (contributions as required by Article 6)
 - 2. Options including contributions toward tax-deferred annuities or 403B's
 - 3. Direct Deposits
 - 4. United Way
 - 5. Cafeteria plan deductions for pre-paid post-retirement life insurance or Section 125 Flexible Spending
 - 6. Employee contributions to M.P.S.E.R.S.
 - 7. Other miscellaneous voluntary deductions
- B. Every effort shall be made to equalize payroll deductions between the first and second pay periods in any month if such equalization is feasible. Deductions other than those required by law shall not be made from any third pay period in a month unless agreed to by the employee.
- C. Any contribution amount due to district over the PA152 hard cap will be deducted from every pay check September to June.

- 20.3 All employees shall log their hours worked using the building kiosk to access the district time and attendance system. The employee is solely responsible for the accuracy of the submitted log for payroll hours. Falsification or continuous missed clock-in or clock-out may result in progressive discipline. The District is not responsible for hours not properly logged.

ARTICLE 21
Probation, Dismissal or Change in Classification

- 21.1 If, in the judgment of the immediate administrative supervisor, an employee is not performing his/her duties in a satisfactory manner, the immediate administrative supervisor shall notify the employee at least twenty-four (24) hours in advance so that the employee may seek Association representation if he/she desires. The following procedure shall then be applicable:
- A. A private meeting to discuss concerns shall be provided with the immediate administrative supervisor, (and in the case of para educator employees, such meeting may include the supervising teacher), at the request of either party. The employee may request Association representation at such meeting. In addition, if at any time during this meeting the employee determines the need for Association representation, the meeting shall be adjourned for up to one (1) work day to allow for an Association representative to be present.
 - B. If, in the judgment of the immediate administrative supervisor, (in the case of para educator employees, the supervising teacher may be consulted), the employee has not shown significant improvement after ten (10) working days, a written notice of unsatisfactory performance with specific recommendations for improvement shall be issued to the employee. An additional copy of such notice shall be given to the employee for use by the Association. The date of issuance of the notice of unsatisfactory performance shall institute a probationary period for said employee of thirty (30) calendar days.
 - C. If, after the probationary period of thirty (30) calendar days, the employee's work is still unsatisfactory, a conference will be held with the employee's immediate administrative supervisor, the supervising teacher when applicable, the employee involved and the Superintendent or his/her designee. The employee may request Association representation at such meeting. In addition, if at any time during this meeting the employee determines the need for Association representation, the meeting shall be adjourned for up to one (1) work day to allow for an Association representative to be present. On the basis of such conference, the Superintendent or his/her designee shall determine whether said employee shall be dismissed, demoted or transferred to another position in accordance with the terms of this Agreement.
- 21.2 No employee shall be dismissed, disciplined or demoted except for reasons that are not arbitrary or capricious. In general, the Board subscribes to the concept of progressive discipline with the normal step progression of oral reprimand, written reprimand, suspension without pay, and dismissal, but reserves the right to take whatever action it deems necessary depending upon the nature of the offense.

ARTICLE 22
Resolutions of Concerns

22.1 In the event an irresolvable conflict develops between an employee and his/her supervising teacher or administrative supervisor, the employee shall have the right to submit a written request for transfer and to request an interview with the Superintendent or his/her designee. The Superintendent or his/her designee shall interview the employee for the purpose of ascertaining the problem, and to consider placing the employee in a vacancy for which he/she is qualified provided the employee holds sufficient seniority to be entitled to the position. If two (2) or more employees seek a transfer pursuant to this section, the administration agrees to investigate the feasibility of switching assignments among the employees involved.

ARTICLE 23
Grievance Procedures

23.1 Definition

- A. A grievance is defined as an alleged violation, misinterpretation or misapplication of any provision of this Agreement. A grievance may be filed by an employee, a group of employees or the Association.
- B. Nothing shall prohibit any aggrieved employee from discussing his/her grievance informally with any member of the administration.

23.2 Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is maximum, and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.

The failure to timely process grievances shall result in the grievance being time barred and the last employer determination as the resolution.
- B. No grievance need be considered by the Board unless the procedure set forth below is followed:

Step One

- A. All grievances, except Association grievances, shall begin as verbal complaints with the employee's immediate supervisor. The employee shall be entitled to have an Association representative present, if desired. Such discussion must take place within ten (10) working days of the alleged infraction or within ten (10) working days of the discovery thereof.*
- B. Within five (5) working days after the discussion of the alleged grievance the administrator shall give his/her answer orally to the aggrieved employee.

Step Two

All grievances not settled orally shall be reduced to writing on forms mutually agreed upon by the Board and the Association. The grievance shall state the nature of the complaint in reasonable detail, including reference to the section number or numbers of this Agreement alleged to have been violated. This written grievance shall be presented to the employee's immediate supervisor within five (5) working days after the verbal response. The immediate supervisor shall within five (5) working days after receiving the grievance give the aggrieved person his/her written answer.

Step Three

- A. If the grievance is not resolved in Level Two, the employee may, within five (5) working days of the immediate supervisor's answer submit the grievance to the Superintendent or his/her designee.
- B. The Superintendent or a designated representative shall give the employee a written answer no later than five (5) working days after the receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent or his/her designee and the Association.

Step Four

If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to binding arbitration within twenty (20) days of the response from the administration. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding.

1. It is expressly agreed that the scope and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him.
2. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
3. The decision of the arbitrator shall be binding on both parties.
4. 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.
5. No advice in any one (1) case shall require a retroactive adjustment in any other case.
6. Paid leave time, shall be provided any bargaining unit member identified as the aggrieved party whose presence is necessary at the arbitration hearing and deducted from Association leave time.

*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(s) may elect to institute the informal discussion at Level Three.

ARTICLE 24
Notice to Employees

- 24.1 All new employees, employees who change positions, or employees who are changed in classification, shall be given a written notice designating classification, salary, hours, terms of employment and other pertinent information.
- 24.2 Not less than two (2) weeks prior to the first day of work, all returning employees shall receive written notice of the date, time and place they are to report on the first day of work.
- 24.3 All employees shall be furnished a written notice of employment not later than the first day of work, or not later than two (2) weeks after the ratification of a successor contract whichever is later. Said notice shall contain the following information:
- A. Employee's name
 - B. Classification and position
 - C. Date when employee shall start to work
 - D. Date when employee will end work
 - E. Hours per week
 - F. Weeks per year
 - G. School or department where assigned
 - H. Hourly rate
 - I. The employee's hourly rate and yearly salary
 - J. Longevity and vacation entitlement
- 24.4 If externally funded programs (government grants or projects) are acquired by the District, which create additional positions for Secretaries or Para educators, the President of the Association shall be notified.

ARTICLE 25
Miscellaneous

25.1 Building Responsibility - Absence of the Principal

The operation of a school building and the decisions pertaining thereto are the responsibility of the building principal. When it is necessary for the principal to be absent from his/her building, the secretary shall be advised where he/she can be reached in an emergency. Should an emergency arise and the secretaries are unable to reach the principal, he/she may call the Office of the Superintendent who shall notify the administrator available to handle the emergency and/or unusual situations requiring decisions beyond the authority of the employee.

ARTICLE 26
School Closing

26.1 Employees will be notified of any school closings in the same manner as all other employees.

Any time that the District cancels a scheduled school day due to any emergent situation, employees will not be required to report. The first three (3) emergency closure days of the year shall be paid at the regular hourly rate and regularly scheduled hours by the district.

For the subsequent emergency closure days, employees shall have the following options:

- A. Use an available sick day or ESTA day by Red Rover submission
- B. Use an available personal leave day by Red Rover submission
- C. Use an available non-student day (NS) by Red Rover submission
- D. Report to work for all or part of the closed day at the employee's regular hourly rate for hours worked. Employee shall call the principal prior to reporting.
- E. Take the day as an unpaid day. This is the default if hours are not logged on the time clock or if attendance is not submitted in Red Rover.

26.2 Make-Up Days

If the state requires the district to make up any day to receive full funding, the employees will report to work and receive their regular hourly pay.

Makeup days are demanding of everyone, and all staff are needed to ensure success. **No vacation, non-student days, personal days, or unpaid absences** will be approved for makeup days. If an employee is ill, paid sick leave will be granted with a doctor's note which must be provided within three business days. Any unauthorized leave may result in progressive discipline.

26.3 Should emergent conditions cause the closing of schools during the school day, employees shall remain in school until all students have been dismissed or until the employee has been released by their immediate supervisor. Employees shall be paid for their full scheduled work time if the day is shortened.

26.4 When schools are open and employees are unable to report for work because of severe inclement weather, an act of God, or their health and safety are threatened by attempting to report, such employees may utilize a personal leave day without the required twenty-four (24) hour prior notice being given. However, the employee must report their absence at the earliest possible time.

26.5 In the event the State Legislature changes or amends the mandatory days for State Aid, (i.e. Snow Day Legislation), then the parties shall re-open this section for negotiations.

ARTICLE 27
In-Service Training


- 27.1 Employees required, by the district, to attend in-service training shall be released for such training without loss of pay.
- 27.2 In the event that employees are requested to work or attend in-service training on days when school is not normally in session, employees shall be compensated at the regular hourly rate.
- 27.3 Each employee who has responsibility for any special needs student(s) shall receive in-servicing on those with special emotional, educational, physical and/or medical needs. Such training shall include necessary training (i.e., catheterization) for handling the student(s).
- 27.4 It is the intent of the school district to train employees in basic first aid, CPR, Heimlich maneuver and any other necessary training required to perform the duties as listed in the job description.

ARTICLE 28
Duration of Agreement

28.1 This agreement is effective as of July 1, 2025 and shall remain in effect through June 30, 2030.


In Witness thereof, the parties hereto have caused this Agreement to be executed on this 30th day of July, 2025.

For the Muskegon Board of Education:



Matthew Cortez, Superintendent

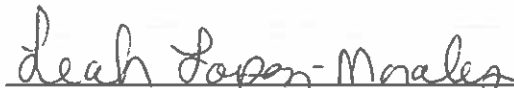
For the Clerks and Classroom Assistant Association:



Donita Robinson, President



Amanda Snyder, Vice President



Leah Lopez-Morales, Negotiations Team Member

APPENDIX I
CLASSIFICATIONS

This appendix is an extension of Article 4. Classifications may be changed by agreement of the Reclassification Committee.

Clerical

Secretary I

Elementary Secretary I

Middle School Secretary I

High School Secretary I

High School Guidance Office Secretary I

Secretary II

High School Library Circulation Secretary II

Elementary Secretary II

Middle School Secretary II

High School Secretary II

APPENDIX II
Compensation

**SECRETARY WAGE SCHEDULES
2025-2030**

Secretary I									
1.05		TBD		TBD		TBD		TBD	
25-26		26-27		27-28		28-29		29-30	
Step	Hourly	Step	Hourly	Step	Hourly	Step	Hourly	Step	Hourly
1	\$18.40	1		1		1		1	
2	\$19.26	2		2		2		2	
3	\$20.13	3		3		3		3	
4	\$21.00	4		4		4		4	
5	\$21.87	5		5		5		5	
6	\$22.73	6		6		6		6	
7	\$23.60	7		7		7		7	
8	\$24.48	8		8		8		8	
9	\$25.35	9		9		9		9	
10	\$26.21	10		10		10		10	

Secretary II									
1.05		TBD		TBD		TBD		TBD	
25-26		26-27		27-28		28-29		29-30	
Step	Hourly	Step	Hourly	Step	Hourly	Step	Hourly	Step	Hourly
1	\$16.97	1		1		1		1	
2	\$17.84	2		2		2		2	
3	\$18.71	3		3		3		3	
4	\$19.57	4		4		4		4	
5	\$20.44	5		5		5		5	
6	\$21.32	6		6		6		6	
7	\$22.19	7		7		7		7	
8	\$23.05	8		8		8		8	
9	\$23.92	9		9		9		9	
10	\$24.79	10		10		10		10	

APPENDIX II
Compensation

**PARA EDUCATOR WAGE SCHEDULE
2025-2030**

Paraeducator									
1.05		TBD		TBD		TBD		TBD	
25-26		26-27		27-28		28-29		29-30	
Step	Hourly	Step	Hourly	Step	Hourly	Step	Hourly	Step	
1	\$16.30	1		1		1		1	
2	\$17.17	2		2		2		2	
3	\$18.04	3		3		3		3	
4	\$18.91	4		4		4		4	
5	\$19.77	5		5		5		5	
6	\$20.64	6		6		6		6	
7	\$21.51	7		7		7		7	
8	\$22.39	8		8		8		8	
9	\$23.25	9		9		9		9	
10	\$24.12	10		10		10		10	

25-26 5% Increase
 26-27 Wage reopener
 27-28 Wage reopener
 27-28 Wage reopener
 28-29 Wage reopener
 29-30 Wage reopener

APPENDIX II
Compensation

LONGEVITY SCHEDULE
2025-2030

Longevity	
5	\$200
6	\$350
7	\$500
8	\$650
9	\$800
10	\$950
11	\$1,100
12	\$1,250
13	\$1,400
14	\$1,550
15	\$1,700
16	\$1,850
17	\$2,000
18	\$2,150
19	\$2,300
20	\$2,450
21	\$2,600
22	\$2,750
23	\$2,900
24	\$3,050
25	\$3,200
26	\$3,350
27	\$3,500
28	\$3,650
29	\$3,800
30	\$3,950

APPENDIX III
Vacation and Holidays

	Base Pay			Vacation			Holidays
	Work Days	Paid Holidays	Base Days	0-10 yrs	After 10 yrs to 15 yrs	After 15 yrs	
Elementary Secretary I	196	9	205	8	12	16	<ul style="list-style-type: none"> • Day before Labor Day • Labor Day • Thanksgiving Day • Day Following Thanksgiving • Day Before Christmas • Christmas Day • New Year's Day • Good Friday • Memorial Day • July 4th (if applicable)
Elementary Secretary II	196	9	205	8	12	16	
Middle School Secretary I	201	9	210	8.5	12.75	17	
Middle School Secretary II	201	9	210	8.5	12.75	17	
High School Secretary I	211	9	220	9	13.5	18	
High School Secretary II	211	9	220	9	13.5	18	
High School Library Secretary II	211	9	220	9	13.5	18	
High School Guidance Office Secretary I	211	9	220	9	13.5	18	

	Base Pay			Vacation			Holidays
	Work Days	Paid Holidays	Base Days	After 3 yrs	After 10 yrs to 15 yrs	After 15 yrs	
<i>Hired after 7/01/15</i> Para Educator	175	9	184				<ul style="list-style-type: none"> • Day before Labor Day • Labor Day • Thanksgiving Day • Day Following Thanksgiving • Day Before Christmas • Christmas Day • New Year's Day • Good Friday • Memorial Day • July 4th (if applicable)
<i>Hired before 7/01/15</i> Para Educator	175	9	184	7	12	16	

APPENDIX IV
Calendars

Calendars to be issued on an annual basis.

APPENDIX V
Forms

1. Attendance Incentive Request Form
2. Certification Incentive Request Form

MCCAA

ATTENDANCE INCENTIVE REQUEST FORM

INSTRUCTIONS TO EMPLOYEE:

Submit this form to the Human Resources office no later than five (5) school days after the end of the incentive period. Human Resources will review your absence record and notify you of any awarded Non-Student (NS) day(s). NS days earned through this incentive will be added to your accrual bank for future use.

SECTION 1: EMPLOYEE INFORMATION

Employee Name: _____ Building: _____

SECTION 2: INCENTIVE PERIOD REQUESTED

Please check **one** of the following periods for which you are requesting the incentive:

- Fall Period (First work day to November 30th)
 - Winter Period (December 1st to March 15th)
 - Spring Period (March 16th to last work day of the academic year)
-

SECTION 3: CERTIFICATION OF ELIGIBILITY

I certify that I have met the following conditions during the selected period:

- I had **zero absences** during the period.
- I am submitting this request within **five school days** of the period's end date.
- I understand that retroactive filing is not permitted.

Employee Signature: _____ Date: _____

SECTION 4: HUMAN RESOURCES USE ONLY

Date request received: _____

- Verified Period of Eligibility:
 Fall Winter Spring
- Absence Review Completed (attach Red Rover attendance summary): Yes No
- NS Day Awarded: Yes No

Notes: _____

Verified by (HR Administrator): _____ Date: _____

Copy: Employee, Personnel File, and Payroll Specialist

MCCAA

Certification Incentive Request Form

The District shall pay employees an annual stipend for approved certified training credentials as defined below for a maximum of seven hundred dollars (\$700) annually:

- Full TCI certification including active CPR certification to be paid at \$200 per academic year.
- Approved Certifications by the Superintendent or designee in the Human Resources Department or Special Education Department will be paid at \$100 per academic year.
- MPS TCI Certification status will be verified by the HR department June 1st of each year.
- Annual stipends shall be paid in the employee's final check at the end of the school year.

Section 1: Pre-Approval Request

Employee Name: _____ Building _____

Name of Training/Workshop: _____

Date(s) of Training: _____ Time of Training: _____

Location of Training: _____

Is a substitute required? _____

Registration Fee: \$ _____

Other Expenses (please describe): _____

Required Documentation:

- Attach an informational page from the advertised training/workshop

Employee Signature: _____ Date: _____

Signatures (Required for Pre-Approval):

Request is Approved Denied

Human Resources Administrator: _____ Date: _____

Special Education Administrator (if applicable): _____ Date: _____

Account Code for Expense Allocation: _____

Send copy to employee and building administrator

Section 2: Workshop/Conference Form Submission

- Employee follows procedure for submitting Conference/Workshop Form

Section 3: HR Verifies Attendance and Certification

Section 4: Final Approval for Payroll Processing

- Approved for for stipend payment.

Stipends will be included in the employee's **final paycheck at the end of the school year.**

Approval Signature: _____ Date: _____

APPENDIX VI Employee Evaluation System

Philosophy and Purpose

The purpose of evaluation is not only to find out whether an employee is doing the job; it is also to find out what problems there are and how they can be resolved.

The evaluation should:

1. Be a positive experience.
2. Improve school climate.
3. Develop awareness of the responsibilities of all participants.
4. Open areas of constructive communication between employees and administrators.
5. Build a bridge of trust between the evaluator and the employee.
6. Emphasize the team approach.

It is recognized that evaluation is an important aspect of employment. Therefore, it must be given extremely high priority in terms of time for observation and consultation, fairness and cooperation by all parties concerned.

Assumptions

1. A humane and effective system of personnel evaluation must have, as its base, certain assumptions about an individual's potential as a satisfied, productive worker. The employee evaluation system must be built on a working relationship between individuals based on the following assumptions:
2. Respect for the worth and dignity of an individual makes that individual better able to respect the work and dignity of others.
3. Participation in setting both personal and organizational goals increases motivation for achievement and produces greater satisfaction in the results.
4. Mutual participation in the total work situation and the evaluation process allows more imaginative and creative involvement by all participants.
5. Opportunity for recognition of work well done stimulates better performance and greater satisfaction.
6. Self-appraisal is an important element of the valuation process and contributes to improved performance.

Goals

A primary goal of the evaluation system is not to complete an evaluation report, but to help employees improve their effectiveness. Important secondary goals are as follows:

1. To achieve the goals of the Muskegon Public Schools, individual schools and classrooms.
2. To produce good morale through just and equitable personnel practices and by developing greater self-acceptance.

3. To stimulate continuing improvement in employee performance. To increase communication and cooperation among employees, other staff, students, and the community.

Procedures

The following procedures will be followed in the evaluation process:

The administration will notify all employees, in writing, with reasonable specificity, of the duties or responsibilities of their position upon the commencement and throughout their employment in such positions. No evaluation shall pertain to the performance or non-performance of any duty or responsibility for which the employee was not notified pursuant to this section.

Observations

Employees being evaluated during the current school year will be observed in accordance with the time lines and provisions outlined herein. An observation(s) refers to the collection of data through visitation(s). The intent of the observation(s) is to develop a database for validating job performance.

It is agreed that:

This step is the recording of observable behaviors within the scope of the performance areas.

All evaluations will be conducted by the employee's immediate supervisor. In the case of para educators, the supervising teacher is encouraged to provide input into the evaluation process.

Observations will be done openly and with full knowledge of the employee.

Steps Necessary to Complete the Evaluation Process

A. Observation and Evaluation Definitions

1. Observation refers to seeing and hearing, recording, reviewing and analyzing performance. This is an ongoing process.
2. Evaluation refers to the making of judgments for the completion of evaluation forms.

B. Forms

1. Each employee must be given a copy of the current evaluation instrument prior to the evaluation. The employee may request to discuss this with the evaluator prior to evaluation.
2. All evaluations shall utilize the form agreed to by the Board and the Association. The narrative statements are to be made in correlation with the specific job descriptions.
3. The employee and the evaluator must sign the evaluation forms. The employee's signature does not indicate agreement or disagreement, only full knowledge of the contents.

C. Evaluation Report

A copy of the completed written evaluation shall be submitted to the employee prior to the end of the academic school year or the employee's individual work year, whichever comes sooner. In the

event the employee believes the evaluation was incomplete or unjust, the employee may request a conference with the evaluator. Employees shall have the right to Association representation at the evaluation conference. Accompanying the request for a conference, the employee shall submit a written statement of his/her objections to the evaluation. The conference shall take place within ten (10) workdays of the request. In the event that the matter is not satisfactorily resolved between the parties, the employee may submit a grievance subject to the provisions of the Master Agreement. The employee may also submit a written statement and supportive materials, which shall be attached to the evaluation form.

D. Frequency and Time Lines for Evaluations

1. All probationary employees shall be evaluated prior to the expiration of the sixty (60) workday probationary period.
2. All non-probationary employees shall be evaluated at least once every three (3) years and within ninety (90) workdays of a change in classification.
3. Observations/evaluations shall not take place during the first ten (10) workdays of the school year, during the five (5) workdays preceding the Christmas break or on Halloween or Valentine's Day.

APPENDIX VI
Evaluation Tool

SECRETARY EVALUATION

Employee Name:		Date:		
Evaluator:		Building:		
Evaluator Title:		<input type="checkbox"/> 3-Year Evaluation <input type="checkbox"/> Probationary Evaluation <input type="checkbox"/> Special Evaluation		
	Highly Effective 4	Effective 3	Minimally Effective 2	Ineffective 1
Knowledge, ability and skills to perform job				
Job Responsibilities	Has the knowledge and skills to effectively perform all assigned work duties and responsibilities, and is a resource for others	Has the knowledge and skills to effectively perform all assigned work duties and responsibilities.	Has the knowledge and skills to perform some, but not all, assigned work duties and responsibilities.	Lacks the knowledge and skills to perform most assigned work duties and responsibilities.
Technical Skills	Mastered the technical skills of the job and is a resource for others. PowerSchool, MUNIS, Word, Excel, and Google	Has the technical skills of the job where applicable. PowerSchool, MUNIS, Word, Excel, and Google	Has some technical skills of the job but not all, where applicable. PowerSchool, MUNIS, Word, Excel, and Google	Lacks technical skills of the job, where applicable. PowerSchool, MUNIS, Word, Excel, and Google
Professionalism				
Initiative	Models and exhibits initiative to complete duties assigned in a timely, efficient and positive manner.	Consistently performs job duties with minimal to no direction	Requires direction to complete assigned job duties.	Rarely demonstrates the ability to perform job duties without consistent direction.
Attendance Attendance Reviewed: April 1, ___- March 30, ___ FMLA and ADA days excluded	Uses sick-time and personal leave time responsibly. Consistently adheres to the contractual hours of the school day. (3 or less absences)	Uses sick-time and personal leave time responsibly. Usually adheres to the contractual hours of the school day. (4-6 absences)	Is sometimes irresponsible with sick-time or personal leave time. Is sometimes irresponsible with the contractual hours of the school day. (7-10 absences)	Is irresponsible with sick time, personal leave time, and with the contractual hours of the school day. (11+ absences)
Punctuality	Arrives on time, leaves on time or late, takes breaks as prescribed, leaves adequate notice for scheduled absences.	Arrives on time, leaves on time, takes breaks as prescribed and provides adequate notice for scheduled absences.	Inconsistently arrives or leaves on time. Sometimes takes breaks as prescribed. Sometimes gives adequate notice for scheduled absences.	Full of excuses. Late on a regular basis, or leaves early. Takes frequent or long breaks. Not available during work hours.
Adaptability	Is able to adapt to change and willing to accept constructive criticism. Remains calm and effective in upsetting situation.	Is usually able to adapt to change and usually willing to accept constructive criticism. Usually remains calm and effective in upsetting situation.	Is sometimes able to adapt to change and sometimes willing to accept constructive criticism. Sometimes remains calm and effective in upsetting situation.	Struggles to adapt to change, struggles to accept constructive criticism, struggles to remain calm and effective in upsetting situations. Requires a lot of improvement.

	Highly Effective 4	Effective 3	Minimally Effective 2	Ineffective 1
Attitude	Consistently models a high level of productive, positive behavior toward assigned duties and building initiatives.	Performs assigned duties and building initiatives in a positive manner.	Requires support to perform assigned duties and building initiatives in a positive manner.	Has a negative attitude toward assigned duties and building initiatives.
Quality of Work	Very thorough and organized. Prioritizes and plans work. Follow up and completes tasks on time.	Is usually thorough and organized. Prioritizes and plans work appropriately. Consistently follows up and usually completes tasks on time.	Needs some support and direction in being thorough and organized. May struggle to prioritize and plan. Sometimes struggles to follow up and complete tasks on time.	Is not thorough or organized. Struggles to determine priorities and set plans. Does not follow up or complete tasks on time.
Professional Relationships	Secretary's professional relationships with staff are characterized as highly supportive and cooperative to meet the needs of staff and building administrators.	Secretary's professional relationships with staff are characterized by support and cooperation to meet the needs of the staff and building administrators.	Secretary maintains basic relationships with staff and building administrators in order to fulfill required duties.	Secretary's professional relationships with staff and building administrators are negative or self-serving.
Integrity & Ethical Conduct	Secretary takes a leadership role in the maintenance of the highest standards of ethical behavior in interactions with staff, students, administration and community and remains confidential at all times.	Secretary displays high standards of ethical behavior in interactions with staff, students, administration, and community and remains confidential at all times.	Secretary displays appropriate standards of ethical behavior in interactions with staff, students, administration, and community. Is aware of confidentiality requirements.	Secretary does not display appropriate standards of ethical behavior in interactions with staff, students, administration, and community. Disregards confidentiality requirements.
Knowledge of Educational, State & District Procedures & Policies	Secretary is very knowledgeable about the laws and relevant district policies/procedures, and the responsibilities as a Secretary. Models for other team members.	Secretary knows and understands district and school policies/procedures and the responsibilities of each of they relate to their everyday experiences. Models for other team members.	Secretary understands the importance of relevant district and school policies/procedures, and the responsibilities that come with each in the day-to-day practice of the position.	Secretary is unable to explain relevant district policies/procedures and relate it to the everyday aspects of the position.
Discipline Record April 1, __- March 30, __		No verbal or other discipline in specified time frame.		Verbal or other discipline in specified time frame. (1 or more)
Supports School Environment				
Customer Service	Interactions between the Secretary and parents, students, and community are highly respectful and supportive to individual needs.	Interactions between the Secretary and parents, students, and community are respectful and supportive to individual needs.	Interactions between the Secretary and parents, students, and community are generally appropriate and free from conflict, but may be characterized by occasional lack of responsiveness to individual needs.	Interactions between the Secretary and parents, students, and community are negative, inappropriate, or insensitive to individual needs.
Total Each Category				

MPS supports the goal of achieving an “effective” rating.

List two strengths displayed by the Secretary:

1.	
2.	

List two areas for improvement to support the Secretary's professional growth:

1.	
2.	

Comments:

--

Total Points

--

Your Score

--

total points/13 = total score

Employee Signature

Date

Highly Effective	Effective	Minimally Effective	Ineffective
4.0-3.6	3.5-2.6	2.5-1.6	1.5-0

Evaluator Signature

Date

Signatures confirm only that each party has participated in evaluation. It does not affirm that all parts of the report are agreeable to both or either party.

PARA-EDUCATOR EVALUATION

Employee Name:		Date:		
Evaluator:		Building:		
Evaluator Title:		<input type="checkbox"/> 3-Year Evaluation <input type="checkbox"/> Probationary Evaluation <input type="checkbox"/> Special Evaluation		
	Highly Effective 4	Effective 3	Minimally Effective 2	Ineffective 1
Planning & Preparation				
Medicaid Billing For those who have billing requirements. All others N/A	Completes Medicaid Billing within the compliance deadline; needs no reminders.	Completes Medicaid Billing within the compliance deadline; needs few reminders. <input type="checkbox"/> N/A	Completes Medicaid Billing within the compliance deadline; needs multiple reminders	Does not complete Medicaid Billing
The Student Plan	Has the knowledge and understanding of the roles and responsibilities of implementing the student plan. Can monitor the student plan based on data collection needs. Shares data with case manager. Can communicate with case manager when plan might need to be adapted. Seeks out additional information and resources when necessary.	Has knowledge and understanding of the roles and responsibilities of implementing the student plan. Can monitor the student plan based on data collection needs. Shares data with case manager. Seeks out additional information and resources when necessary.	Has limited knowledge and understanding of the roles and responsibilities of implementing the instructional plan	Needs ongoing assistance understanding the roles and responsibilities of implementing and adapting the instructional plan.
Professionalism				
Attitude / Application to Work	Outstanding and positive attitude with enthusiasm. Very motivated and displays initiative.	Motivated and displays initiative.	Somewhat indifferent in attitude.	Unreliable. Shows lack of interest.
Attendance Attendance Reviewed: April 1, ___- March 30, ___ FMLA and ADA days excluded	Uses sick-time and personal leave time responsibly. Consistently adheres to the contractual hours of the school day. (3 or less absences)	Uses sick-time and personal leave time responsibly. Usually adheres to the contractual hours of the school day. (4-6 absences)	Is sometimes irresponsible with sick-time or personal leave time. Is sometimes irresponsible with the contractual hours of the school day. (7-10 absences)	Is irresponsible with sick time, personal leave time, and with the contractual hours of the school day. (11+ absences)
Punctuality	Arrives on time, leaves on time or late, takes breaks as prescribed, leaves adequate notice for scheduled absences.	Arrives on time, leaves on time, takes breaks as prescribed and provides adequate notice for scheduled absences.	Inconsistently arrives or leaves on time. Sometimes takes breaks as prescribed. Sometimes gives adequate notice for scheduled absences.	Full of excuses. Late on a regular basis, or leaves early. Takes frequent or long breaks. Not available during work hours.

Adaptability	Is able to adapt to change and willing to accept constructive criticism. Remains calm and effective in upsetting situation.	Is usually able to adapt to change and usually willing to accept constructive criticism. Usually remains calm and effective in upsetting situation.	Is sometimes able to adapt to change and is sometimes willing to accept constructive criticism. Sometimes remains calm and effective in upsetting situation.	Struggles to adapt to change, struggles to accept constructive criticism, struggles to remain calm and effective in upsetting situations. Requires a lot of improvement.
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	Highly Effective 4	Effective 3	Minimally Effective 2	Ineffective 1
Initiative	Independently innovates or finds and develops solutions. Uses practical and logical thought to achieve solutions.	Takes initiatives on many of the tasks. Requires few directions.	Requires some directions or does not take initiative to complete tasks independently.	Does not initiate tasks or development of solutions on tasks. Does not create or discover solutions
Quality of Work	Very thorough and organized. Prioritizes and plans work. Follow up and completes tasks on time.	Is usually thorough and organized. Prioritizes and plans work appropriately. Consistently follows up and usually completes tasks on time.	Needs some support and direction in being thorough and organized. May struggle to prioritize and plan. Sometimes struggles to follow up and complete tasks on time.	Is not thorough or organized. Struggles to determine priorities and set plans. Does not follow up or complete tasks on time.
Professional Relationships	Para Educator's professional relationships with staff and administrators are characterized as highly support and cooperative.	Para Educator's professional relationships with staff and administrators are characterized as supportive and cooperative.	Para Educator maintains basic relationships with staff and administrators in order to fulfill required duties.	Para Educator's professional relationships with staff and administrators are negative or self-serving.
Integrity & Ethical Conduct	Para Educator takes a leadership role in the maintenance of the highest standards of ethical behavior in interactions with staff, students, administration and community and remains confidential at all times.	Para Educator displays high standards of ethical behavior in interactions with staff, students, administration, and community and remains confidential at all times.	Para Educator displays appropriate standards of ethical behavior in interactions with staff, students, administration, and community. Is aware of confidentiality requirements.	Para Educator does not display appropriate standards of ethical behavior in interactions with staff, students, administration, and community. Disregards confidentiality requirements.
Knowledge of Educational, State & District Procedures & Policies	Para Educator is very knowledgeable about the laws and relevant district policies/procedures and the responsibilities as a Para Educator. Models for other team members	Para Educator knows and understands district and school policies/procedures and the responsibilities of each of they relate to their everyday experiences. Models for other team members.	Para Educator understands and the importance of relevant district and school policies/procedures, and the responsibilities that come with each in the day-to-day practice of the position.	Para Educator is unable to explain relevant district policies/procedures and relate it to the everyday aspects of the position.
Discipline Record April 1, __ - March 30, __		No verbal or other discipline in specified time frame.		Verbal or other discipline in specified time frame. (1 or more)
Supports School Environment				

Environment Respect & Rapport	Interactions between the Para Educator and students are highly respectful and supportive to the individual needs of students. Follows district procedures such as PBIS and CHAMPS.	Interactions between the Para Educator and students are respectful and supportive to the individual needs of students. Follows procedures such as PBIS and CHAMPS.	Interactions between the Para Educator and students are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to individual needs. Follows district procedures such as PBIS or CHAMPS inconsistently.	Interactions between the Para Educator and students are negative, inappropriate, or insensitive to the students' individual needs characterized by sarcasm, putdowns, or conflict. Does not follow district procedures such as PBIS and CHAMPS.
Total Each Category				

MPS supports the goal of achieving an “effective” rating.

List two strengths displayed by the Para Educator:

1.	
2.	

List two areas for improvement to support the Para Educator’s professional growth:

1.	
2.	

Comments:

Total Points

Your Score

total points/13 = total score

Highly Effective	Effective	Minimally Effective	Ineffective
4.0-3.6	3.5-2.6	2.5-1.6	1.5-0

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

Signatures confirm only that each party has participated in evaluation. It does not affirm that all parts of the report are agreeable to both or either party.

