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8/30/2003

**AGREEMENT BETWEEN THE
MONA SHORES BOARD OF EDUCATION
AND THE
MONA SHORES TEACHERS
EDUCATION ASSOCIATION, MEA-NEA**

August 24, 2000 - August 30, 2003

MONA SHORES SCHOOL DISTRICT

Norton Shores, Michigan

Mona Shores School

In Mona Shores, we are committed to each student's learning, feeling important, and meeting the demands of the future.



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AGREEMENT

THIS AGREEMENT is between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF MONA SHORES, Muskegon County, Michigan, hereinafter called the "Board", and the MONA SHORES TEACHERS' EDUCATION ASSOCIATION, MEA-NEA, hereinafter called the "Association."

The Board and the Association have a mutual obligation to bargain collectively with respect to wages, hours, and other terms and conditions of employment; and the parties have reached certain understandings, which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 100
RECOGNITION

101. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel employed or to be employed by the Mona Shores Schools including (but not limited to) personnel on tenure, probation, on leave, classroom teachers, substitute teachers hired in lieu of contract teachers, guidance counselors, librarians, diagnosticians, speech and hearing therapists, school social workers, consulting teachers, Muskegon Correctional Facility Program Teachers, teachers of the housebound or hospitalized (whether or not assigned to a public school building), but excluding supervisory and executive personnel, office and clerical employees, community school employees, and all other non-professional employees of the Board

When a majority of students in a high school completion course are dually enrolled day students, the teacher of that course shall be covered by the terms of this Agreement. The student count shall be taken at the second class period.

Daily substitute teachers are not part of the bargaining unit. Also excluded from this Agreement are those positions which are traditionally summer employment not under written contract such as tuition instruction, driver education and positions which are federally supported. When any of the above positions become a part of the established curriculum for the school year, the position and the salary shall be open for negotiations at that time.

102. The term "teacher", when used hereinafter in this Agreement, unless otherwise indicated, shall refer to all employees represented by the Association in the bargaining unit as defined. Reference to one gender shall include the other gender.
103. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 200
ASSOCIATION AND TEACHERS' RIGHTS

201. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective bargaining with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term or conditions of employment.
202. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
203. The Association and its representatives shall have the right to use school building facilities at reasonable hours. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Such use shall not interfere with or interrupt normal school operations. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
204. The duly authorized representatives of the Association shall have the right to transact official Association business on school property at reasonable times provided it does not interfere with normal school operations. The initial contact in a building by any Association representative shall be with the school office to announce his/her presence.
205. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. Other established internal media of communication shall be made available to the Association so long as it does not interfere with the normal operation of the school.
206. The Board agrees to furnish in the form which is available to the Association in response to reasonable requests information concerning the financial resources of the district, including but not limited to, financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, names and addresses of all teachers, salaries paid thereto and highest degree and certificate held and the number of

- years of teaching experience, together with information which may be necessary for the Association to process any grievance.
207. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except to the extent as it reflects upon his/her effectiveness as a teacher.
 208. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
 209. Since teachers are particularly qualified to assist in formulating policies and programs, the Association shall be duly advised by the Board of any major changes in tax programs, construction programs, or major revisions of educational policy and whenever feasible have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
 210. A soft drink machine may be installed for employee use in the faculty lounge by the Association. The proceeds shall be made available to the teachers of that building for use on non-Association activities. The Association will be responsible for the service and maintenance of all such machines. The Association shall have the right to place portable or other non-permanent furnishings or equipment in a faculty lounge for their use provided approval is received from the Superintendent or his/her designee.

ARTICLE 300
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTION

301. Each bargaining unit member shall, as a condition of employment (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Associations APolicy Regarding Objections to Political-Ideological expenditures and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member=s wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
302. Pursuant to Chicago Teachers Union v. Hudson, 106 S.Ct. 1066 (1986), the Association has established a APolicy Regarding Objections to Political-Ideological Expenditures. That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
303. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
304. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall

be activated thirty (30) days following the Associations notification to non-members of the fee for that given school year.

305. The Board, upon written authorization of any individual teacher, shall deduct payments for the payment of insurance, credit union, MEA-PAC/NEA-PAC contributions (requires annual written authorization), and annuities for which the individual teacher is to be charged.
306. The Board agrees that employees covered hereunder shall be able to participate in an Annuity program as stated in Public Act 248, Section 569 a. as passed June 13, 1963.

There shall be no cost to the Board, but the Board agrees to pass a resolution, which is required in order to participate in the program.

The Board shall make available upon a written request a contract that will allow any teacher, who so desires, to take part in this program. It is noted that a separate contract or specific wording in the contract is necessary to participate.

307. With respect to all sums deducted by the Board pursuant to authorization of the employee under Section 301 above, the Board agrees promptly to remit to the Association a check for the total sum to the address designated and payable to the Association. The Association agrees to advise the Board of all members of the Association and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board. The Board shall notify the Association of the names of any teachers added or leaving the staff.
308. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article 300, the Association agrees to defend such action, at its own expense and through its own counsel, provided.
- (a) The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
 - (b) The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Association agrees that, in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Boards compliance with this Article 300.

ARTICLE 400
TEACHING HOURS AND TEACHING LOAD

401. The standard workweek of teachers shall be Monday through Friday and the normal in-school time for teachers shall be as follows, unless professional duties, such as parent-teacher conferences, require teachers to remain for a longer period:

Elementary (DK through 5)	8:10 A.M. - 3:35 P.M.
Middle School (6 through 8)	7:30 A.M. - 2:50 P.M.
High School (9 through 12)	7:25 A.M. - 2:55 P.M.

Where the time extends beyond the last assigned period of the day, it shall not apply to Fridays or the day preceding holidays or vacation.

No more than two (2) required parent-teacher meetings, such as open house and building parent-teacher conference beyond the contracted school day may be scheduled by the Administration each year

402. The Administration, upon advance written notice to the Association President, may provide a normal in-school time as to any or all buildings different from that set forth in Section 401 provided that:

402.1 The beginning and ending times for the teacher shall not be earlier or later than:

Elementary	8:00 A.M. - 3:35 P.M.
Middle School	7:30 A.M. - 3:05 P.M.
High School	7:15 A.M. - 3:00 P.M.

402.2 The normal in-school time of the teacher shall not be increased as a result of such different schedule of hours.

403. In the secondary schools the Administration may fix a schedule of hours beyond the above limits to accommodate an extended school day program in limited facility classes. The normal in-school time of the teacher shall be continuous and shall not be increased as a result of such different schedule of hours.

The individual teaching assignments within the departments affected by the above variation in hours shall be made by the Administration on the basis of continuous years of service with Mona Shores and the qualifications of the teacher involved. Where the

qualifications of the teachers are substantially equal, then the preference of the teacher with the greatest number of continuous years of service shall govern.

- 404. All elementary teachers shall be entitled to an uninterrupted lunch period of not less than 35 minutes, and all secondary teachers shall be entitled to an uninterrupted lunch period of not less than 30 minutes. Lunch periods shall be duty free.

In the event that the elementary lunch period is reduced from 40 to 35 minutes, then the in-school time for teachers (section 401) shall be reduced by the same amount.

- 405. The teaching load in the secondary schools (6-12) shall consist of a weekly ratio of 25 teaching periods to 5 periods of preparation. The teaching load in the elementary schools (DK-5) shall on a weekly basis average not more than five and one-half hours of classroom duties daily. The teaching load of elementary teaching specialists, such as art, music, physical education, and special education, shall on a weekly basis average not more than five and one-half (52) hours of classroom duties daily. Consistent with the above requirements, the Board shall determine the equivalence for employees in the bargaining unit who are assigned to non-classroom duties, such as librarians, guidance counselors and itinerant personnel. The daily schedule for itinerant special education personnel shall provide access to a permanent base office the equivalent of one-half hour per day within their normal in-school time.

- 406. The Board shall attempt to provide substitutes for all elementary teaching specialists in the event of their absence, such as art, vocal music and physical education.

Elementary teachers may use for preparation all the time during which their classes are receiving instruction from teaching specialists, such as art, vocal music and physical education. Exclusive of recess, elementary teachers shall have the following amounts of additional preparation time per week scheduled within the standard work time for elementary teachers defined in sections 401 and 402 through either the use of teaching specialists, the shortening of the student day, the use of substitute personnel or any other method to be determined by the Board:

<u>School Year</u>	<u>Preparation Time</u>
2000/2001	Average of 120 minutes per week over the course of the school year with a minimum of 80 minutes in any week
2001/2002	160 minutes per week
2002/2003	160 minutes per week

This preparation time shall be in time blocks of at least forty (40) minutes in length. In the event an elementary teacher suffers a loss of preparation time as a result of a substitute not having been obtained, the teacher shall be paid Twenty-one Dollars (\$21.00) per each unit of preparation time lost. The above does not apply if a program is eliminated or when absences are due to in-service training.

In addition to the preparation time above, effective January 22, 2001, elementary teachers shall receive ninety (90) minutes per week of duty-free preparation time during recesses (30-minute time blocks except for Kindergarten which will be 15 minutes in the a.m. and p.m.). First grade may have the option, by building, of one 30-minute recess or two 15-minute recess periods, which *must* coincide with the AM and PM kindergarten recess periods.

Elementary teaching specialists shall receive equivalent preparation time as that of an elementary classroom teacher in time blocks of at least twenty (20) minutes in length.

407. Elementary teachers (classroom and specialists) shall not be assigned to supervise more than 75 recess periods (a 30-minute recess counts as two (2) periods) over the school year. If a teacher is assigned more than 75, he/she shall be paid Seven and 50/100 Dollars (\$7.50) for each period assigned over 75.
408. High School study halls will be scheduled for students who have been dropped from a class or who have been assigned by an administrator. These study halls will require non-instructional supervision.
 - 408.1 In the event that a full-time faculty member currently employed is scheduled for a reduced teaching load (less than full-time) for the following school year, he/she will be "grandfathered" under a provision which his/her schedule with a study hall assignment at his/her per diem hourly rate. If all six (6) study periods of the school day are staffed by teachers under this provision and further reductions are necessary, the appropriate contractual layoff procedures will be imposed
 - 408.2 Bargaining unit members newly hired after the date of this agreement to a reduced less than full-time) contract or, subsequent to being hired, partially laid off will be provided with an opportunity to supervise study halls to fill their schedule at the rate of \$21.00 per period, provided that all six (6) study halls are not already staffed according to 408.1 above.
 - 408.3 Teachers will be offered the first opportunity to supervise the remaining study halls during their planning/preparation period at the rate of \$21.00 per period. If more than one teacher volunteers to supervise a particular period, it will be offered to the teacher with the greatest seniority during that period. Teachers may agree to share the supervision of a study hall with the pay prorated between them. Supervision of a study hall shall be voluntary. In the event no teacher volunteers

409. In order to facilitate parent-teacher communication, the District will work with elementary teachers to provide the opportunity for meaningful teacher conferences. Time spent in second semester elementary parent-teacher conferences that, with the approval of the school principal, are held outside of the school day, shall be compensated at the rate of \$30.00 per hour.

ARTICLE 500
PROFESSIONAL ASSIGNMENTS

501. Teachers shall not be assigned, without their consent, outside of the scope of their teaching certificates and/or their respective major or minor fields of study, except on a temporary basis and for good cause.
502. Teacher clerks or teacher helpers shall not be used as substitute teachers. Student teachers and teachers aides, so defined in the School Code, shall not act as substitute teachers except as it may be permitted in the regular course of the teacher's training program with the approval of the sponsoring college or university.
503. The provisions of Section 501 and Section 502 of this Article shall be subject to reasonable exceptions and deviations during the first three weeks of each semester or other enrollment term and thereafter only in the case of emergencies. In the event of such emergencies the Association will be notified of the deviation or exception and the reasons for the same.
 - 504.1 All 9 through 12 teachers shall be granted the equivalent of one (1) full day during each semester set by the Administration to be used for updating records, and completing other professional duties.
 - 504.2 All DK through 8 teachers shall be granted the equivalent of one (1) full day during the first semester and one and one-half (1.5) days during the second semester set by the Administration to be used for updating records and completing other professional duties. Kindergarten and developmental kindergarten teachers shall receive an additional one-half day each semester if they are teaching two (2) sections of those classes in each day and the total student enrollment exceeds thirty-seven (37).

ARTICLE 600
TEACHING CONDITIONS

601. The parties recognize that the primary duty or responsibility of the teacher is to teach, and the Board and the Association consider it to be a desirable objective to make maximum utilization of the teachers' professional teaching skills. The provisions of this Article, however, shall be construed consistent with the necessity for teachers to maintain customary records pertaining to their work as required by law, or the direction of the Administration. Surveys initiated for personal benefit shall not be mandatory.

602.1 Taking into account the availability of teachers, funds, facilities and number of students, the teacher load in Mona Shores Schools shall be established or adjusted with reasonable dispatch to an arithmetic mean classroom ratio of one (1) teacher to twenty-five (25) pupils. The provisions of this Section (602) shall be subject to reasonable exceptions and deviations during the first three (3) weeks of each semester or other enrollment term. It is recognized that other exceptions may be desirable whenever it is necessary to work with larger numbers of students, such as for example, in physical education, band, choir and orchestra with respect to which the student-teacher load may be adjusted to the size that can be accommodated in the school facilities. This adjustment shall have particular emphasis with respect to physical education classes where all reasonable steps shall be taken by the Board of Education to equally distribute students among the various sections of the course.

602.2 Should any individual class in grades DK-2 exceed twenty-seven (27), and in grades 3-6 thirty (30), the Board shall immediately take all reasonable steps to correct the problem, including the possibility of a different class location of students, the hiring of additional teachers, or any other mutually acceptable solution. In the event that none of the above steps are implemented to correct the problem and the Board determines that it is necessary to exceed the above maximum class size limits, the following compensation formula shall be instituted.

Teachers annual salary schedule amount (including longevity) X <hr style="width: 50%; margin-left: 0;"/> applicable class	1	X	# of students in excess of X maximum <hr style="width: 50%; margin-left: 0;"/> # of student size limit	X	membership days in class class limits on school calendar
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The above formula shall be applied to grade 6 by adding the factor of 1/5.

The above shall not apply to such classes as physical education, band, orchestra and vocal music.

- 602.3 Any handicapped person, IEP identified as emotionally impaired, mainstreamed into a regular education classroom shall be counted as two (2) students for the purpose of this Article. If such mainstreaming results in a class enrollment that violates provisions of this Article the Board will:
- (a) reduce the enrollment to the contractual limit, or
 - (b) provide a remedy which is acceptable to the teacher in question and the Association.
- 602.4 Any teacher whose referral results in an IEP shall have the option of attending and participating in the IEP. When an IEP is going to consider mainstreaming an identified disabled student, the regular education elementary teacher or one (1) regular education secondary teacher, such as the case may be, shall have the option of attending and participating in the IEP.
- 602.5 An elementary classroom teacher or special education teacher who attends and participates in more than four (4) IEP's before or after regular school hours during a school year shall be paid \$21.00 for each IEP after the fourth.
603. To the extent practicable, the Board will make available to teachers in each school building adequate lunchroom, restroom, and lavatory facilities, and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
604. Teachers shall be permitted to place outgoing non-toll calls on the office telephones in their building, but it is expected that personal, non-emergency calls will be held to a minimum. Teachers will be given "to call" messages on incoming calls, to be returned by the teacher outside of classroom hours, but will be given immediate opportunity to return calls relating to grave emergencies, such as death or serious illness or injury of a close relative.
605. To the extent practicable, parking facilities shall be made available to teachers within a designated area. The Board assumes no new additional liability respecting parking facilities or their use by teachers as a result of any provision of this Agreement and that parking will be the teacher's own risk of loss or damage except as otherwise provided by law without regard to the provisions of this Agreement.
- 606.1 Whenever the Administration determines that weather conditions shall call for the non-opening or a delayed start of school for regular classroom schedules, notice of such non-opening shall be communicated by radio, TV or other means as soon as can be reasonably accomplished. Unless notified to report, the teachers shall not be expected to appear.

606.2 Due consideration by the Administration shall be given to the hazards of the roads and the distance to travel in scheduling teacher reporting and leaving times.

606.3 Should weather conditions cause a closing of the schools during a school day, teachers shall remain in school until the students, under the direction of the teacher, have left school and no further safety factor can be rendered by the teacher.

ARTICLE 700
VACANCIES

701. Prior to posting a vacancy, the following steps will be taken when dealing with the assignment of teachers:

Step 1 Written notice via e-mail and/or otherwise of the situation will be provided to all teachers in the building and the President of the Association. The teachers and administrators directly affected and a representative of the Association will meet and attempt to reach agreement on the teacher assignments for the affected teachers within the building. If agreement cannot be reached within the building, the matter will be resolved according to the procedures below and/or Article 800 (Transfers).

Step 2 Written notice via e-mail and/or otherwise of any vacancies in positions for the next school year will be provided to all teachers being displaced from their current assignment for the following school year and the President of the Association. The Board will not fill such vacancies until it ascertains whether any teachers will be displaced. A displaced teacher may apply in writing for the position within five (5) consecutive days of the time it was posted, exclusive of Saturday, Sunday and holidays. If a displaced teacher is certified and qualified for the position, he/she will be awarded the vacancy. If two or more displaced applicants meet the legal requirements, then the most qualified applicant in accordance with Section 704.4 shall be awarded the position.

702. If the position remains vacant after completing the steps in Section 701, the Board shall publicize (via e-mail) the same by mailing notice of such vacancy to the President of the Association and e-mailing a copy of the notice to every school building principal and MSTEA representative. The notice shall indicate the position open and the school building in which the job is located. The notice shall remain open for at least five (5) consecutive days, exclusive of Saturday, Sunday and holidays, and shall have an expiration date. During that period of time any teacher may apply in writing or electronically for the position.

703. A "professional position", for purposes of this Article, shall mean any bargaining unit position except those having a supplementary contract. The vacancy must be of a permanent nature. A permanent vacancy subject to posting shall be a newly created position in the bargaining unit or a position which the Board intends to fill caused by the filling of a vacancy outside of that described in Section 704; the resignation, retirement, dismissal or death of a teacher, or by leave of absence of more than a full school year or by consecutive leaves of absence of more than a full school year.

704. In filling such vacancies the following rules shall govern:

- 704.1 Any vacancy for which the five-day posting period ends after the first teacher day of the school year shall be posted (via e-mail) and the position awarded. However, the actual relocation of the teacher awarded the position shall occur at the start of the next school year, provided that such position is still available. If said position is not available, the teacher shall retain his/her current position. Exceptions to the above must have mutual agreement of the Association and the Superintendent of Schools. Any resulting temporary vacancy shall be filled from the layoff list in accordance with the provisions set forth in Section 704.4.
- 704.2 If no application for the vacancy is received from a qualified teacher on the staff within five (5) days of the time it was posted (e-mailed), the Board may fill the position from any source.
- 704.3 If two or more applications are received, the Board shall first ascertain if the applicants meet the legal requirements of the job. If only one qualified person applies, he/she shall receive the job. If more than one applicant is qualified, then the applicant most qualified shall be awarded the job except as provided in Section 705.
- 704.4 "Qualified" shall include the following criteria:
- (a) type of education, including degrees and certificates held,
 - (b) type and length of experience, including evaluations,
 - (c) years of continuous service with Mona Shores.
705. Any vacancy resulting from the filling of a vacancy during the school year by a qualified teacher already employed by the Board shall be filled by the Board from the layoff list in accordance with the provisions sets forth in Section 704.4.
706. Whenever there is an applicant from the same school building in which the vacancy occurs and the qualifications of all the applicants are substantially equal, then the applicant in the building shall have preference.
707. Supplementary positions shall not be subject to any section of this Article, except the posting procedure in Section 701.

ARTICLE 800
TRANSFERS

801. Definition: For the purpose of this Article, the word "transfer" shall mean a change in:
- 801.1 Building assignment
 - 801.2 Grade level assignment in grades DK-6
 - a. A multi-grade assignment is considered to be a grade assignment.
 - b. An elementary teacher in a "looping" assignment is considered assigned to the grade level in which he/she started the looping arrangement.
 - 801.3 Subject area assignment
 - 801.4 Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
 - 801.5 Special Education assignment such as learning disability, emotionally impaired, etc.
802. The Board of Education will minimize un-requested transfers of teachers from one school service area to another.
803. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted as provided in Vacancies
804. At such time as the Administration determines that new classroom facilities are ready for occupancy, the teachers whose assignment involves one-half or more of the grades to be moved from existing facilities shall be transferred with the grades to the new facilities. If more than one teacher's assignment involves one-half or more of the grade to be moved and not all need to be transferred, Section 805 shall apply.
805. In the event unrequested transfers of teachers become necessary, the Administration shall determine which teacher among those certified and qualified shall be transferred according to the following criteria and order
- 805.1 Teacher willingness to accept transfer,
 - 805.2 Previous unrequested, transfers in the last five (5) school years. This criteria is null and void if the teacher is awarded a vacancy subsequent to the unrequested transfer. A teacher who volunteers for a split classroom assignment is not considered to have received an unrequested transfer.

805.3 Years of service. Unrequested transfers shall be made only after the individual teacher together with the Association have been consulted.

806. For the purpose of establishing a teacher's grade level assignment while working in a split classroom, the following criteria shall be used.

806.1 The teacher may declare his/her grade placement within the grade levels being taught, or

806.2 The teacher may choose to remain in the grade placement previously held before the split assignment.

ARTICLE 900
PROTECTION OF TEACHERS

901. The rights granted to teachers in this Article are subject to the following condition: The teacher shall have conducted himself/herself in such a manner with respect to the maintenance of control and discipline in the classroom or elsewhere while the teacher stands in loco parentis to the pupil that would not have unjustly caused or provoked the discipline or control problem. A teacher may take such action as is necessary in those circumstances as is provided by law.
902. The Board recognizes its responsibility through its Administration to give all reasonable support and assistance to teachers as promptly as the situation warrants with respect to the maintenance of control, discipline and orderly conduct in the classroom. Upon notification or referral from the teacher, whenever it appears to the Administration and the teacher that the teacher requires the assistance of the Administration in matters of discipline, or that the pupil needs the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Administration will take reasonable steps to correct the situation. The provisions of this Article shall be construed consistently with the statutory obligations of the Board, including, among others, the laws respecting compulsory school attendance, and with due regard for the relationship of the public schools to the Probate Court.
903. It shall be the responsibility of the teacher to disclose promptly to the principal, or other designated personnel, any conduct of a student during any period when the teacher is in control of the student which may cause the teacher to believe that a student is emotionally disturbed or that the discipline problems require the assistance of the Administration.
904. Any case of assault upon a teacher in connection with the performance of his/her duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
905. If any teacher is complained against or sued as a result of any action taken by the teacher in connection with performance of his/her duties, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
906. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
907. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

908. Any complaints by a student or a parent of a student directed toward a teacher, which after investigation (if any investigation is deemed necessary) by the Administration is not dismissed as being of no consequence to the teacher's records, shall be promptly called to the teacher's attention and the teacher shall be supplied with the name of the student or parent making the complaint.
909. No disciplinary action shall be taken against a teacher upon any complaint by a parent or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
910. The Board will reimburse teachers for any theft, loss, damage or destruction of clothing or personal property while on duty provided:
- 910.1 The clothing or property was customarily used for the performance of duties.
- 910.2 The loss was not caused by the teacher's negligence.
- 910.3 The loss was not due to normal wear and tear.
- 910.4 The damaged property is offered for repair or disposal by the Board.
911. The Board will maintain Workers' Compensation for teachers in accordance with the laws of the State of Michigan.

ARTICLE 1000
TEACHER EVALUATION

1001. The performance of all probationary teachers shall be evaluated in writing at least once in each semester. Since the tenure act requires that the evaluation shall include an assessment of the teacher's progress in meeting the goals of his/her individualized development plan (IDP), the IDP should be consistent with the standard evaluation form, Appendix A. The probationary teacher individualized development plan guidelines and form are attached as Appendix C.

1002. The performance of all tenure teachers shall be evaluated at least once every three years. The Administration will establish a pattern for evaluating approximately a third of each buildings tenure teachers per year.

An unsatisfactory evaluation necessitates another evaluation the following year, provided the teacher remains employed. If a teacher receives an unsatisfactory evaluation, the district shall provide the teacher with an individualized development plan developed by the appropriate administrator in consultation with the teacher.

Off-year evaluations are optional and may be initiated by either the teacher or the administrator.

1003. The teacher may submit a self-evaluation on the standard evaluation form to his/her administrator prior to the administrators evaluation of the teacher. The self-evaluation will serve as input to the administrator.

1004. The evaluation must be reduced to writing on the Standard Evaluation Form. A copy of the evaluation shall be submitted to the teacher as soon as possible, but within fifteen (15) days of the time the evaluation is reduced to writing and no later than fifteen (15) days before school closes. An evaluation conference may be initiated by either the teacher or the administrator on an optional basis. A teacher who wishes to respond to the evaluation may do so in writing as soon as possible, but within fifteen (15) days of the receipt of said evaluation. Such response shall be attached to the evaluation form in the personnel file.

1005. All evaluations shall be based upon the guidelines as jointly determined by the Board and the Association. Not all categories listed in the guidelines need be treated every year. In the event a category has been rated unsatisfactory, it may not be omitted on the following evaluation.

1006. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Evaluations shall be conducted and written by the teacher's immediate principal or an administrator designated for such purpose.

1007. At least sixty (60) days before the close of the school year the Board shall provide each probationary teacher with a final written evaluation when the teacher's work has been unsatisfactory.
1008. A personnel file will be established and maintained on all teachers. Each teacher's personnel file shall contain the following minimum items of information: all teacher evaluation reports and tenure recommendations. Each teacher shall have the right upon request, to review the contents of his/her personnel file in the presence of an administrator and shall be given the opportunity to respond to its contents in writing and the response shall become part of the file. A representative of the Association will be allowed, upon request of the teacher, to accompany the teacher in such review.
1009. The evaluation report itself shall not be a proper subject for the grievance procedure.
1010. The parties recognize that there are a number of different teaching models and strategies that are effective. The district shall not insist upon nor evaluate according to one effective model as opposed to any other. However, the district may insist on an effective model as a part of a plan of assistance.
1011. The Standard Evaluation Form can be found in Appendix A.
1012. If a staff member has been evaluated for six (6) years with the Standard Evaluation Form (see Appendix A) and these evaluations have been satisfactory, then the supervisor and staff member can mutually agree to use Appendix B using the following process:
 - (a) Goals will be turned in no later than November 1 for the current school year
 - (b) There will be at least two (no more than four) professional growth goals submitted. It is optional to write one personal goal as well.
 - (c) The parties will review goals within ten (10) work days of submission.
 - (d) There will be three scheduled discussions to review goal progress (ideally, one each quarter of the school year).
 - (e) There will be one or more observations by the supervisor, followed by an informal discussion to provide feedback on performance.

A copy of the goals, with progress noted, will be submitted at the end of the school year, to be placed in the staff member's personnel file.

The next evaluation period, per the Master Agreement, will use the Standard Evaluation Form.

ARTICLE 1100
PROFESSIONAL BEHAVIOR

1101. Teachers shall comply with reasonable building and school district rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
1102. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantages without just cause.
1103. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being warned or threatened of a reduction in rank, compensation, or loss of a professional advantage, including evaluation of teacher performance.
1104. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the Association is present. The Association agrees to promptly, following the request, provide a representative.

ARTICLE 1200
GRIEVANCE AND ARBITRATION PROCEDURES

1201. DEFINITIONS

- 1201.1 Grievance. A "grievance" is a claim based upon an event or condition which affects the hours, wages, terms or conditions of employment of a teacher or group of teachers and/or which draws into question the interpretation, application or meaning of the provisions of this Agreement.
- 1201.2 Aggrieved Person. The "aggrieved person" is the person or persons making the claim and may be a teacher, group of teachers, or the Association.
- 1201.3 Designated Representatives of the Board. The "designated representative of the Board" shall mean the principal in each school building, except that if the grievance arises in more than one school building "the designated representative of the Board" shall mean the Assistant Superintendent of Schools in charge of personnel. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.
- 1201.4 Designated Representative of the Association. The "designated representative of the Association" shall mean the grievance chairperson of the Association who has been given authority to receive grievances on its behalf. The President of the Association must; in writing, supply the name of this party to the Board before the Board has a duty to deal with him/her. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board. Such change shall not affect any grievance in process.
- 1201.5 Designated Alternate. Either party may designate an alternate representative to act in the temporary absence of the regular representative. Such designation shall not affect any grievance in process.
- 1201.6 Days. The term "days" when used in this section shall, except where otherwise indicated mean days when the Districts administration building is open.

1202. PURPOSE AND POLICY.

- 1202.1 The purpose of this procedure is to secure, as soon as possible, equitable solutions to problems involving the welfare or working conditions of a teacher or teachers or to problems which draw into question the interpretation or meaning of the provisions of this Agreement. To better effectuate these policies, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

1202.2 It is important that grievances be processed through the step as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, agree to extend the time limits at any step.

1202.3 Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievances to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment, shall not be inconsistent with the Agreement and the Association shall be given the opportunity to be represented at such adjustment.

1203. ALL GRIEVANCES SHALL BE HANDLED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

1203.1 Step One. The aggrieved person shall begin the grievance procedure by informally discussing the matter with the designated representative of the Board within fifteen (15) days after it occurs or could reasonably have become known to exist in an attempt to resolve the matter.

1203.2 Step Two. If no satisfactory agreement is reached at Step One, the aggrieved person may reduce the grievance to writing and shall deliver a copy of the grievance within ten (10) days of such informal discussion to the designated representative of the Board and to the designated representative of the Association. The written grievance shall recite the facts alleged, the provision(s) of the Agreement claimed to have been violated, the remedy or correction requested and be dated and signed by the employee or employees prosecuting the grievance. Within ten (10) days of the receipt of the grievance the designated representative of the Board shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting, the designated representative of the Board shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and, if it is denied, stating the reasons for denial.

1203.3 Step Three. In the event the grievance is not satisfactorily resolved at Step Two, the Association's designated representative, within five (5) days of his/her receipt of the answer, may transmit the grievance in written form together with a proposed solution thereof to the Superintendent of Schools or his/her designee. Within ten (10) days of the receipt of the grievance the Superintendent or his/her

designee shall meet with the Association's designated representative in an effort to resolve the grievance. The aggrieved person, at his/her discretion, may be present at such meeting. Within five (5) days of the above meeting the Superintendent or his/her designee shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and, if it is denied, stating the reason for denial.

1203.4 Step Four. In the event the grievance is not satisfactorily resolved at Step Three, the Association's designated representative, within five (5) days of his/her receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Secretary of the Board. The Board, at the next regular meeting following receipt of the grievance by the Secretary of the Board, will consider the grievance and give its answer in writing within five (5) days after the date of such regular meeting.

1203.5 Step Five. Arbitration.

In the event the answer by the Board is not satisfactory to the Association, then within fifteen (15) days following the date of receipt of the Boards answer the Association only, and not an individual teacher, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent, all pursuant to the following rules and conditions:

- (a) The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.
- (b) The arbitrator shall have no authority to add to, subtract from, modify, change, after or amend the terms and conditions of the Agreement and he/she shall have no authority to hear or rule upon any of the following:
 - (1) Any matter which could be brought within the jurisdiction of the Teacher Tenure Act (PA 1937, Extra Session, No. 4, as amended);
 - (2) Any matter involving the Boards discretion in the expenditure of funds for capital outlay;
 - (3) The fixing or establishment of any salary schedule;
 - (4) The termination of or decision not to reemploy or decision to continue on probation any probationary teacher as defined by the Teacher Tenure Act (PA 1937, Extra Session, No. 4, as amended);
 - (5) Evaluation of teachers, unless it is a claim of failure to follow established procedures:

- (6) In the event the Teacher Tenure Act (PA 1937, Extra Session, No. 4, as amended) is repealed, the above paragraphs I and 4 shall be deleted effective immediately from the Master Agreement.
- (c) The decision of the arbitrator shall be final and binding.
- (d) Upon receiving a list of arbitrators from the American Arbitration Association, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator shall be selected according to the rules of the American Arbitration Association. The parties shall be bound by the rules of the American Arbitration Association.
- (e) Only one grievance shall be heard by an arbitrator at any one appointment.
- (f) The costs and expenses of the arbitrator shall be shared equally by the parties.
- (g) Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Boards last answer.
- (h) In the case of a grievance involving any continuing monetary liability, the arbitrator shall not award compensation or back pay for any period more than thirty (30) calendar days prior to the filing date of the grievance.

ARTICLE 1300
NO STRIKE CLAUSE

The Association agrees that neither its officers, agents or members shall authorize, engage in, condone, or ratify a strike. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.

The Association shall not be liable for any violation of this Article, providing that it has taken the following action:

- (a) Issues to the Board within twenty-four (24) hours after such strike commences a written disclaimer of any responsibility for such action.
- (b) Notifies the teachers involved, in writing, with copies to the Board, that their action is in violation of the contract and will subject them to immediate discharge
- (c) Takes such other action as may be reasonable and necessary to assure a prompt restoration of service.

Any teacher who willfully violates any of the above provisions may be disciplined forthwith, up to and including discharge, without recourse to any grievance procedure.

ARTICLE 1400
PERSONNEL REDUCTION

1401. For the purpose of this article the following definitions shall apply:

1401.1 Personnel reduction or layoff shall mean a reduction in the bargaining unit staff because of program elimination, program reduction, loss of student enrollment or for economic reasons.

1401.2 Years of service shall mean the length of continuous service commencing with the last date of hire with the Mona Shores School District and those districts which previously existed and formed the consolidated Mona Shores School District.

1401.3 Continuous service means such service not interrupted by a break in service except by an approved leave of absence or layoff. All teachers on the staff prior to January 1, 1973 shall be allowed to count as continuous service such transferred credited years allowed from another district not interrupted by a break in service, except by an approved leave of absence.

1401.4 Effective with the start of the 1985-86 school year. each period of time spent on layoff and/or leave of absence shall count as years of continuous service for a period not to exceed thirty (30) months' only for the purpose of the seniority list. For the purpose of the seniority list only, persons on leave as of September 1, 1985, who have accrued more than thirty (30) months of credit prior to September 1, 1985, for that leave shall retain this credit but accrue no more for that leave.

1401.5 Tenure shall mean that status as achieved and defined in Section 1 of Article III of P.A. 1937, Extra Session, No. 4, as amended (CL 38.91).

1401.6 "Probation or probationary teacher" shall mean that status as achieved and defined in Sections I and 2 of Article II of P.A. 1937, Extra Session, No. 4, as amended.

1401.7 For the purpose of seniority credit, teachers who are employed after the start of a school year shall credit by dividing the number of days worked by 186. Such computation shall occur as of June 30 of each year. Effective with the start of the 1982-83 school year, teachers who are scheduled to work less than a full daily and/or weekly load shall receive seniority credit as if they worked a full daily and weekly load.

1402. The Board shall maintain an up-to-date seniority list of all employees in the bargaining unit covered by this Agreement. The Board shall prepare and make available to the Association an up-to-date seniority list of all bargaining unit members prior to January 1 of each year. The seniority list of teachers shall be divided as follows:

- (a) Elementary Division - (DK - 6)
- (b) Secondary Division - (7 - 12)

The seniority list of teachers shall also reflect the following information: last date of hire, degrees held, certificate held, transferred credited years allowed, and tenure status. A teacher may displace a special education teacher only if he/she is qualified, has greater seniority and possesses equivalent or superior certification than that of the special education teacher.

- 1403. In the event of a reduction in personnel, the Board agrees to give notice as soon as possible to the Association of its intent to do so. Individual teachers affected will be notified in writing as soon as is practicable. The Board shall also give such further notice as is required by law.
- 1404. To effect a reduction in personnel in either the elementary or secondary divisions, the following order shall govern:
 - 1404.1 Probationary teachers with the least number of years of service shall be laid off first, provided there are remaining qualified and certified teachers to replace and perform the needed classroom duties of the laid off teachers.
 - 1404.2 If further reduction is to occur, then tenure teachers with the least number of years of service shall be laid off first, provided there are qualified and certified teachers to replace and perform the needed classroom duties of the laid off teachers.
 - 1404.3 Exempt from the layoff procedures of 1404.1 and 1404.2 above shall be three members of the Professional Rights and Responsibilities Committee, the three members of the Professional Negotiations Committee and the President and Vice President of the Association, provided they are qualified and certified to replace and perform the needed classroom duties of the laid off teachers.

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this subsection (1404.3) the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b) The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate level.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the Employees compliance with this subsection 1404.3.

- 1404.4 The Board may designate for exemption from the layoff procedures of 1404.1 and 1404.2 up to two (2) bargaining unit members of its choice at any one time, regardless of their seniority, provided they are qualified and certified to replace and perform the needed classroom duties of the laid-off teacher.
1405. In order to maintain quality education the Board may transfer tenure teachers from a position in one division to a position in another division in which they are qualified as long as they do not replace a teacher with more years of service.
1406. In the event that two or more teachers have the same years of service, if not all of them are to be laid off, the Board shall retain that teacher or teachers with the earliest date of hire with the district, then on the basis of the number of years of teaching experience and finally, if necessary, a selection procedure agreed to by the Board and the Association shall be applied.
1407. When vacancies occur and/or when positions are added, laid off teachers shall be recalled to their division in the order of the most seniority provided that the teachers thus actively employed are qualified and certified for the existing positions. Any teacher on layoff shall be notified by registered letter of the first recall from layoff occurring at his/her division. The Board may rely upon the last known address as reported to the personnel office. The Association grievance chairperson shall also be provided with a copy of each recall notice. If there is no acceptance of such appointment within seven (7) calendar days from the time of receipt of the notice or the date of the attempt by the US. Post Office to deliver the notice, the right to that specific position shall be forfeited. A laid off teacher refusing recall and/or failing to respond to a recall notice (within the limit provided above) for the second time shall be considered a voluntary quit with no further recall rights; provided that:
- (a) The notice procedure was complied with by the board, and
 - (b) Any recall notice received after June 30 by a teacher under contract at that time with another Michigan Public School District shall not be counted as a second refusal of recall, and
 - (c) Recall was to a position the teacher was qualified to fill and equal in time to the position held immediately prior to layoff.

Due to the possible loss of all further recall rights, laid off teachers are hereby advised to keep the Administration and the Association advised of where they can be reached in the event of recall opportunity.

1408. The beginning of a teacher's period of layoff status shall be the first scheduled work day following the effective date of layoff.
1409. Reduction of a position by the Board from full to part time shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of recall to full time position.
1410. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.
1411. Those teachers certified on an annual basis or whose certification may otherwise lapse due to being on layoff shall be considered to be certified for the purposes of this article, provided that they can become certified upon being actively employed.
1412. The parties agree to allow voluntary layoffs in those situations where a teacher is willing to accept a layoff rather than exercising his/her seniority rights to a position. All voluntary layoffs shall be in accordance with the following:
 - 1412.1 The voluntary layoff shall be treated as if it was an involuntary layoff.
 - 1412.2 The voluntary layoff must be agreeable to the Board and the individual teacher.
 - 1412.3 The voluntary layoff agreement will be in writing and shall specify the duration for which the teacher is waiving his/her seniority rights after which time the teacher shall be returned from layoff (unless conditions are such that he/she is subject to layoff as provided in the Master Agreement).
 - 1412.4 At the conclusion of the specified time, the teacher shall be returned to the position he/she left, if available, or a substantially equivalent position.
 - 1412.5 The school district will make no claim that these voluntary layoffs are leaves of absence or that the teacher is not eligible for unemployment benefits as a result of accepting voluntary layoff.
1413. When a teacher is laid off effective at the end of the school year and he/she is recalled prior to August 1, he/she shall be recalled to the position he/she was laid off from if said position was/is not eliminated. Also, when a teacher is laid off effective at the end of the school year and he/she is recalled on or after August 1, and prior to the start of the following school year, he/she shall be recalled to the position he/she was laid off from if

said position exists and said recall to the position does not cause the involuntary transfer of a teacher.

ARTICLE 1500
MISCELLANEOUS PROVISIONS

1501. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
1502. Copies of this Agreement shall be printed at the expense of the Board and distributed to all teachers now employed or hereafter employed by the Board.
1503. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
1504. The Instruction Committee Chairperson of the Association shall be a member of the Curriculum Coordinating Council.
1505. The Association shall furnish the Board with the names of the members of its Board of Directors.
1506. The School Board agrees to supply each teacher, upon the request of the teacher with a pass for all Mona Shores Schools events occurring on Mona Shores Schools property. This pass shall be good for the teacher and spouse or teacher and guest, it being intended that unmarried teachers may bring a guest. Such pass shall not be transferable.
1507. The Board and Association will cooperate in the planning of in-service programs.
1508. Teachers may elect to receive their pay in either twenty-six (26) or twenty-one (21) equal bi-weekly installments. In the event a teacher terminating his/her employment during the school year and owing money advanced under this section does not repay the District, the Association will reimburse the District the advanced money which was not repaid.
1509. In order to protect and enhance air quality and contribute to the health and well-being of all individuals. It is mutually understood and fully agreed by the Board and the Association that the Mona Shores Public Schools buildings and grounds shall be entirely smoke and tobacco free seven days a week, twenty-four hours per day, all year long.

Smoking and use of tobacco products will be strictly prohibited within all buildings, vehicles and grounds. The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All individuals who violate

this policy will be subject to discipline, enforced by designated school personnel, up to but not greater than the State law (\$50 fine).

ARTICLE 1600
RESERVED RIGHTS OF BOARD OF EDUCATION

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan and the United States or which have been heretofore promptly exercised by it, excepting where expressly, and in specific terms, limited by the provisions of this Agreement. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, act through its administrative staff. Such rights shall include, without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to assign, transfer, promote and supervise all such employees and to establish and revise rules pertaining to the conduct of such employees;
- (3) To establish educational policy, grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for all students, all as deemed necessary or advisable by the Board;
- (4) 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; and
- (5) To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

ARTICLE 1700
SALARIES

1701. SALARY FOR DEGREE TEACHERS

- 1701.1 In ascertaining the contractual salary for each teacher, it shall first be determined which is the proper step and index for that teacher, and then the corresponding index figure shall be multiplied by the base salary in effect.
- 1701.2 Schedule I defines appropriate steps and indexes.
- 1701.3 (a) Commencing with the beginning of the 2000-01 school year, the base salary shall be \$32,240.
- (b) Commencing with the beginning of the 2001-02 school year, the base salary shall be \$32,965.
- (c) Commencing, with the beginning of the 2002-03 school year, the base salary shall be \$33,625.
- (d) A teacher on the BA column of the salary schedule shall receive reimbursement payment for fifteen (15) semester credit hours while working toward the BA+30 or MA index. Reimbursement will be at \$90.00 per credit hour. No more than nine (9) credit hours per year (September 1 - August 31) will be granted provided that verification (course transcript/grade record) is sent to the Personnel Office requesting reimbursement prior to October 15. Payment will be included in one of the next two paychecks after verification is provided to the Personnel Office.
- 1701.4 Ascertaining proper step.
- (a) New teachers may be placed on any step of their respective degree index
- (b) After the initial placement on the salary schedule, teachers shall advance through the step schedule at the rate of one step for every acquired year of teaching experience.
- (c) For the purpose of seniority credit for the salary schedule, teachers who work less than a full daily load and/or are not scheduled to work every day of the school calendar and/or are employed after the start of a school year shall receive a full year credit by dividing the number of days worked by 186. Such computation shall occur as of June 30 of each year. Movement on the salary schedule pursuant to such credit shall occur only at the

beginning of the school year, provided the teacher has credit of 85/186 to receive a half step or 170/186 to receive a full step.

- (d) Teachers on an unpaid leave of absence for a portion of the school year shall receive salary schedule credit as follows:

If the teacher has taught, been on a paid leave and/or on Workers Compensation leave for less than the equivalent of two marking periods (2 of a school year), the teacher will not be advanced on the salary schedule.

If the teacher has taught, been on a paid leave and/or on Workers Compensation leave for the equivalent of at least two marking periods (2 of a school year), the teacher will be advanced one-half (2) step on the salary schedule.

If the teacher has taught, been on a paid leave and/or on Workers Compensation leave for the equivalent of at least three marking periods (3/4 of a school year), the teacher will be advanced a full step on the salary schedule.

- (e) Persons on layoff who are employed by the District in a non-teaching capacity or are employed as a teacher by another public school district during their period of layoff, will receive salary schedule credit for said employment.

1701.5 Ascertaining credit hours.

- (a) For those teachers who earned their Master's degree prior to June 1, 1968, no more than six (6) semester hours of graduate credit in the major or minor fields or education course not previously used in meeting requirements for a Master's degree may be counted toward MA plus thirty (30).
- (b) For those teachers who earned their Master's degree after June 1, 1968, all graduate hours carried subsequent to June 1, 1968 may be counted toward MA plus thirty (30).
- (c) Credit hours earned subsequent to September 1, 1973 must be approved in advance by the Administration if such hours are not graduate courses and not within the following categories:

- (1) Teacher's major or minor fields;
 - (2) Education courses, including administration;
 - (3) Sociology, philosophy and psychology;
 - (4) Courses which are part of an approved program of study for an advanced degree.
- (d) Effective August 26, 1996, and thereafter, a teacher who wishes to advance on the salary schedule by using a BA+30 semester hours in lieu of a MA and/or a BA+60 in lieu of a MA+30, may do so as follows:
- (1) All hours must have prior approval of the assistant superintendent for instruction with their focus being improving subject knowledge and/or teaching skills. This course work must be from an accredited college/university or through Mona Shores Public Schools' sponsored professional development. Credit hours may be undergraduate, graduate or Mona Shores' certified courses B District provided in-house instruction/training or contracted training, with each session having a credit hour value assigned in advance by the District.
 - (2) Teachers may submit up to six (6) semester hours completed prior to August 26, 1996 to be applied toward the BA+30 and/or the BA+60. The assistant superintendent for instruction may, at his/her sole discretion, approve these courses.
 - (3) Teachers hired subsequent to August 26, 1996 may submit up to six (6) semester hours completed prior to being hired to be applied toward the BA+30 and/or the BA+60. The assistant superintendent for instruction may, at his/her sole discretion, approve these courses.
- (e) Teachers who have earned a Master's Degree may with the prior approval of the assistant superintendent for instruction, apply Mona Shores sponsored professional development courses toward their MA+30 with each session having a credit hour value assigned in advance by the District. These credits are in addition to those provided in subsections a, b, and c above.

(f) When credit hours work has been completed, a teacher shall move from one credit hour index to the next as follows:

- (1) Upon presentation to the Superintendent of supporting evidence within thirty (30) days following the beginning of a semester, then such new schedule will apply retroactive to the beginning of that semester.
- (2) Presentation of supportive evidence after such thirty (30) days shall cause the new schedule to apply at the beginning of the next semester.

1701.6 Teachers authorized to use their own cars as part of their assignment shall be reimbursed at the standard mileage rate allowed as a deduction by the Internal Revenue Service for use in school business.

1701.7 Summer Employment.

- (a) Approved instructional/planning time shall be paid at the rate of \$30.00 per hour.
- (b) Approved curriculum projects time will be paid at the rate of \$120.00 per day (per six-hour day exclusive of lunch).
- (c) Guidance Counselors and the Middle School Director of Media who are scheduled to work on days beyond the normal school calendar shall be compensated on a per diem basis for days approved in advance by the appropriate administrator.

**MONA SHORES SCHOOL DISTRICT
SCHEDULE I SALARY INDEX**

<u>Step</u>	<u>BA</u>	<u>MA or BA +30</u>	<u>MA +30 or BA +60</u>
1	1.0000	1.0382	1.0820
2	1.0200	1.0674	1.1275
3	1.0820	1.1458	1.2267
4	1.1211	1.1940	1.2805
5	1.1630	1.2450	1.3370
6	1.2076	1.2987	1.3962
7	1.2550	1.3552	1.4581
8	1.3042	1.4135	1.5228
9	1.3552	1.4736	1.5902
10	1.4080	1.5355	1.6603
11	1.4626	1.5993	1.7332
12	1.5191	1.6649	1.8087
13	1.5774	1.7322	1.8870

MONA SHORES SCHOOL DISTRICT
2000-01 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA or BA +30</u>	<u>MA +30 or BA +60</u>
1	32,240	33,472	34,884
2	32,885	34,413	36,351
3	34,884	36,941	39,549
4	36,144	38,495	41,283
5	37,495	40,139	43,105
6	38,933	41,870	45,013
7	40,461	43,692	47,009
8	42,047	45,571	49,095
9	43,692	47,509	51,268
10	45,394	49,505	53,528
11	47,154	51,561	55,878
12	48,976	53,676	58,312
13	50,855	55,846	60,837

LONGEVITY PAY - PER SECTION 1704

Mona Shores Years

15-19	\$ 645
20-24	\$1,290
25+	\$1,935

Additional 2% = \$645

MONA SHORES SCHOOL DISTRICT
2001-02 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA or BA +30</u>	<u>MA +30 or BA +60</u>
1	32,965	34,225	35,669
2	33,625	35,187	37,168
3	35,669	37,772	40,439
4	36,958	39,361	42,212
5	38,339	41,042	44,075
6	39,809	42,812	46,026
7	41,372	44,675	48,067
8	42,993	46,597	50,200
9	44,675	48,578	52,422
10	46,415	50,618	54,732
11	48,215	52,722	57,136
12	50,078	54,884	59,625
13	52,000	57,103	62,206

LONGEVITY PAY-- PER SECTION 1704

Mona Shores Years

15-19	\$ 660
20-24	\$ 1,319
25+	\$ 1,978

Additional 2% = \$660

MONA SHORES SCHOOL DISTRICT
2002-03 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>MA or BA +30</u>	<u>MA +30 or BA +60</u>
1	33,625	34,909	36,382
2	34,297	35,891	37,912
3	36,382	38,527	41,247
4	37,697	40,148	43,056
5	39,106	41,863	44,956
6	40,605	43,668	46,947
7	42,199	45,568	49,028
8	43,853	47,529	51,204
9	45,568	49,549	53,470
10	47,344	51,631	55,827
11	49,179	53,776	58,278
12	51,079	55,982	60,817
13	53,040	58,245	63,450

LONGEVITY PAY - PER SECTION 1704

Mona Shores - Years

15-19	\$ 673
20-24	\$1,345
25+	\$2,018

Additional 2% = \$673

1702. SUPPLEMENTAL CONTRACT SCHEDULE AND CONDITIONS

- 1702.1 Credit may be given at the employing official's discretion for experience in the same assignment in another school system. In the event that a coach accepts another coaching position in the same sport, he/she shall receive full credit for his/her experience.
- 1702.2 In addition to the salary provided by the following schedules a longevity payment shall be added as follows:

<u>Concluding Year in Mona Shores Supplementary Program</u>	<u>Longevity Rate (Percent of Current Position's Salary)</u>
6-9	5%
10-10 +	10%

For the purpose of counting the Mona Shores years of service in the above listed supplementary programs, position changes within a program (e.g., football, track, drama, etc.), such as from boys to girls, different grade levels, assistant to head coach etc., shall count toward achieving the number of years for payment, provided that service in one specific position shall not count toward more than one longevity payment. All persons on the Mona Shores Staff with over five (5) years of experience in a supplementary position within Mona Shores shall qualify for longevity pay upon returning to the supplementary position, regardless of when the previous experience was gained in the activity.

- 1702.3 The supplemental salary shall be paid regularly over the period of the extracurricular activity, the balance of the pay periods, or in a lump sum at the end of the activity. The longevity payment shall be added to the last payment for the respective supplemental position. (Subject to analysis of benefits of separate check)

1702.4 Supplemental Base Salary

2000-01	\$29,722
2001-02	\$30,762
2002-03	\$31,762

1702.5

HIGH SCHOOL POSITIONS

Percentage of Supplemental Base Salary

ATHLETIC	Steps:	1	2	3	4	5

Events Coordinator		15.5	16.5	17.5	18.5	19.5
<hr/>						
Baseball						
Varsity Coach		12.0	13.0	14.0	15.0	16.0
Junior Varsity Coach		9.0	9.5	10.0	10.5	11.0
Freshman Coach		8.5	9.0	9.5	10.0	10.5
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Basketball (Girls)						
Varsity Coach		15.5	16.5	17.5	18.5	19.5
Varsity Assistant		10.0	10.5	11.0	11.5	12.0
Junior Varsity Coach		11.0	11.5	12.0	12.5	13.0
Freshman Coach		10.0	10.5	11.0	11.5	12.0
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Basketball (Boys)						
Varsity Coach		15.5	16.5	17.5	18.5	19.5
Varsity Assistant		10.0	10.5	11.0	11.5	12.0
Junior Varsity Coach		11.0	11.5	12.0	12.5	13.0
Freshman Coach		10.0	10.5	11.0	11.5	12.0
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Cheerleading (per season)						
Competitive Cheer		6.0	6.5	7.0	7.5	8.0
Varsity Coach		6.0	6.5	7.0	7.5	8.0
Junior Varsity Coach		4.0	4.5	5.0	5.5	6.0
Freshman Coach		3.0	3.5	4.0	4.5	5.0
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Cross Country Coach (Girls)		6.5	7.0	7.5	8.0	8.5
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Cross Country Coach (Boys)		6.5	7.0	7.5	8.0	8.5

Football					
Varsity Coach	15.5	16.5	17.5	18.5	19.5
Assistant Varsity Coach #1	11.0	11.5	12.0	12.5	13.0
Assistant Varsity Coach #2	11.0	11.5	12.0	12.5	13.0
Assistant Varsity Coach #3	11.0	11.5	12.0	12.5	13.0
Junior Varsity Coach	11.0	11.5	12.0	12.5	13.0
Assistant Jr. Varsity Coach	10.0	10.5	11.0	11.5	12.0
Freshman Coach	10.0	10.5	11.0	11.5	12.0
Assistant Freshman Coach	9.0	9.5	10.0	10.5	11.0
Golf Coach(Girls)					
Junior Varsity Golf Coach(Girls)	4.5	5.0	5.5	6.0	6.5
Golf Coach(Boys)					
Junior Varsity Golf Coach(Boys)	4.5	5.0	5.5	6.0	6.5
Gymnastics					
Coach	10.0	11.0	12.0	13.0	14.0
Assistant Coach	6.5	7.0	7.5	8.0	8.5
Hockey					
Varsity Coach	10.5	11.5	12.5	13.5	14.5
Assistant Varsity Coach	7.0	7.5	8.0	8.5	9.0
Pom Pon Advisor					
	4.0	4.5	5.0	5.5	6.0
Soccer (Girls)					
Varsity Coach	8.0	9.0	10.0	11.0	12.0
Junior Varsity Coach	6.0	6.5	7.0	7.5	8.0
Soccer (Boys)					
Varsity Coach	8.0	9.0	10.0	11.0	12.0
Junior Varsity Coach	6.0	6.5	7.0	7.5	8.0
Freshman Soccer Coach	5.0	5.5	6.0	6.5	7.0
Softball					
Varsity Coach	12.0	13.0	14.0	15.0	16.0
Junior Varsity Coach	9.0	9.5	10.0	10.5	11.0
Tennis (Girls)					
Varsity Coach	6.5	7.0	7.5	8.0	8.5
Junior Varsity Coach	4.5	5.0	5.5	6.0	6.5

Tennis (Boys)					
Varsity Coach	6.5	7.0	7.5	8.0	8.5
Junior Varsity Coach	4.5	5.0	5.5	6.0	6.5

Track (Girls)					
Varsity Coach	9.0	10.0	11.0	12.0	13.0
Assistant Varsity Coach	6.5	7.0	7.5	8.0	8.5

Track (Boys)					
Varsity Coach	9.0	10.0	11.0	12.0	13.0
Assistant Varsity Coach	6.5	7.0	7.5	8.0	8.5

Volleyball					
Varsity Coach	15.5	16.5	17.5	18.5	19.5
Junior Varsity Coach	11.0	11.5	12.0	12.5	13.0
Freshman Coach	10.0	10.5	11.0	11.5	12.0

Wrestling					
Varsity Coach	15.5	16.5	17.5	18.5	19.5
Junior Varsity Coach	11.0	11.5	12.0	12.5	13.0

1702.6

HIGH SCHOOL POSITIONS

Percentage of Supplemental Base Salary

NON-ATHLETIC

Class

Senior Advisor	7.0
Junior Advisor	6.0
Sophomore Advisor	4.0
Freshman Advisor	3.0

Drama Advisor (per play)	7.5
(Minimum two (2) plays / Maximum three (3) plays)	

Debate

Head Advisor	15.0
Assistant Advisor	6.0

Department Chairpersons

Department members may recommend candidates for the department chairperson position to the principal.

Membership

1 - 2.49 FTE	4.0
2.5 - 4.49 FTE	5.0
4.5 - 6.49 FTE	6.0
6.5 - 8.49 FTE	7.0
8.5 -10.49 FTE	8.0
10.5 + FTE	9.0

There will be no supplemental payment for department chairpersons on released time.

Forensics Advisor	6.0
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Guidance Director	7.0
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Honor Society Advisor	5.0
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Music

Middle School/Senior High Band/Senior Director	12.0	13.0	14.0	15.0	16.0
Instrumental Music Senior High Assistant					8.0
Middle School Director					8.0
Middle School/High School Asst. Dir.					2.0

Middle School/Senior High Vocal Music					
Senior High Director	12.0	13.0	14.0	15.0	16.0
Senior High Assistant					8.0
Middle School Director					8.0

K-12 Strings Senior Director	12.0	13.0	14.0	15.0	16.0
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Middle School Director					8.0
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Publications	Steps:	1	2	3	4	5
Newspaper Advisor (Sailors Log) (plus one hour as now used)		10.0	10.5	11.0	11.5	12.0
Yearbook Advisor (plus one hour as now used)		10.0	10.5	11.0	11.5	12.0

1702.7

MIDDLE SCHOOL POSITIONS

Percentage of Supplemental Base Salary

ATHLETIC	Steps:	1	2	3	4	5

Basketball (Girls)						
8th Grade Coach A		7.5	8.0	8.5	9.0	9.5
8 th Grade Coach B		7.5	8.0	8.5	9.0	9.5
7 th Grade Coach A		7.5	8.0	8.5	9.0	9.5
7th Grade Coach B		7.5	8.0	8.5	9.0	9.5
<hr/>						
Basketball (Boys)						
8th Grade Coach A		7.5	8.0	8.5	9.0	9.5
8 th Grade Coach B		7.5	8.0	8.5	9.0	9.5
7 th Grade Coach A		7.5	8.0	8.5	9.0	9.5
7th Grade Coach B		7.5	8.0	8.5	9.0	9.5
<hr/>						
Cheerleading						
Fall Coach		6.0	6.5	7.0	7.5	8.0
7 th Grade Winter Coach		6.0	6.5	7.0	7.5	8.0
8 th Grade Winter Coach		6.0	6.5	7.0	7.5	8.0
<hr/>						
Football						
8 th Grade Head Coach		8.0	8.5	9.0	9.5	10.0
8 th Grade Assistant Coach		7.0	7.5	8.0	8.5	9.0
7 th Grade Head Coach		8.0	8.5	9.0	9.5	10.0
7 th Grade Assistant Coach		7.0	7.5	8.0	8.5	9.0
<hr/>						
Cross Country (Girls and Boys Combined)		6.0	6.5	7.0	7.5	8.0
(1 position)						
<hr/>						
Track (Girls)						
Coach		7.0	7.5	8.0	8.5	9.0
Assistant Coach #1		6.0	6.5	7.0	7.5	8.0
Assistant Coach #2		6.0	6.5	7.0	7.5	8.0
<hr/>						
Track (Boys)						
Coach		7.0	7.5	8.0	8.5	9.0
Assistant Coach #1		6.0	6.5	7.0	7.5	8.0
Assistant Coach #2		6.0	6.5	7.0	7.5	8.0

Volleyball					
8th Grade Coach A	7.5	8.0	8.5	9.0	9.5
8 th Grade Coach B	7.5	8.0	8.5	9.0	9.5
7th Grade Coach A	7.5	8.0	8.5	9.0	9.5
7 th Grade Coach B	7.5	8.0	8.5	9.0	9.5
Wrestling					
Coach	7.5	8.0	8.5	9.0	9.5
Assistant Coach	6.5	7.0	7.5	8.0	8.5

1702.8

MIDDLE SCHOOL POSITIONS

Percentage of Supplemental Base Salary

NON-ATHLETIC

Department Head (10 position limit)

Department members may recommend candidates for the department chairperson position to the principal.

Membership

1 - 2.49 FTE	4.0
2.5 - 4.49 FTE	5.0
4.5 - 6.49 FTE	6.0
6.5 - 8.49 FTE	7.0
8.5 - 10.49 FTE	8.0
10.5 + FTE	9.0

There will be no supplemental payment for department chairpersons on released time.

Drama Advisor (Head)	8.0
Assistant Drama Advisor (Minimum two (2) plays / Maximum three (3) plays)	5.0
Student Congress (Head)	10.0
Assistant Student Congress (2 positions)	5.0
Yearbook Advisor	8.0 8.5 9.0 9.5 10.0
Academic Track Meet Advisor	4.0
MathCounts Advisor	4.0

1702.9

ELEMENTARY SCHOOL POSITIONS

Percentage of Supplemental Base Salary

NON-ATHLETIC

ELEMENTARY CORE CURRICULUM, CONTENT AREA CHAIRPERSONS

16 Position Limit- each position earns 4% of Supplemental Base.

4 Core Areas

Language Arts

Campbell	4.0
Churchill	4.0
Lincoln Park	4.0
Ross Park	4.0

Math

Campbell	4.0
Churchill	4.0
Lincoln Park	4.0
Ross Park	4.0

Social Studies

Campbell	4.0
Churchill	4.0
Lincoln Park	4.0
Ross Park	4.0

Science

Campbell	4.0
Churchill	4.0
Lincoln Park	4.0
Ross Park	4.0

**SUPPLEMENTAL CONTRACT
FINAL PAY STATEMENT**

Fifteen Percent (15%) of each supplemental contract amount will be withheld pending final approval by the appropriate supervisor at the completion of the contract.

1703. LONGEVITY PAY

- 1703.1 Those teachers who have completed fifteen (15) years but less than twenty (20) years of continuous service with the Mona Shores School District (including districts annexed or consolidated and now a part of this district) shall receive a sum equal to two percent (2%) of the base salary. The first longevity payment shall be at the end of the fifteenth (15th) year.
- 1703.2 Those teachers who have completed twenty (20) years but less than twenty-five (25) years of continuous service with the Mona Shores School District (including districts annexed or consolidated and now a part of this district) shall receive a sum equal to four percent (4%) of the base salary. The first longevity payment of 4% shall be at the end of the twentieth (20th) year.
- 1703.3 Those teachers who have completed twenty-five (25) years or more of continuous service with the Mona Shores School District (including districts annexed or consolidated and now a part of this district) shall receive a sum equal to six percent (6%) of the base salary. The first longevity payment of 6% shall be at the end of the twenty-fifth (25th) year.
- 1703.4 Each teacher who is eligible for longevity pay may participate in a professional recognition program ("Program"), which will allow him/her to earn an additional two percent (2%) in longevity pay. Teachers opting not to participate shall continue to receive longevity pay as provided for above.

In order to participate in the Program, a teacher must prepare a written educational growth and productivity plan and submit it to his/her principal/supervisor for approval. Within fourteen (14) days of the receipt of the plan, the principal/supervisor shall notify the teacher in writing whether the plan has been approved. Failure of the principal/ supervisor to respond within fourteen (14) days shall mean the plan has been approved. If not approved, the teacher shall have seven (7) days to submit a revised plan and the same approval process repeats itself.

Increased longevity pay may be earned as follows:

The plan must be submitted by May 1 of each year for the following school year and in place before June 1. The teacher must earn four (4) points between June 1 and May 31 of the following year.

Eligibility Rules

- (a) Each item below counts for one (1) point, unless otherwise indicated.
- (b) No more than two (2) points from any category may be applied in any given year.

Categories/Items

- (a) Educational Advancement:
 - 1. Successfully completed college or university courses in education in major or minor area or in an area your supervisor gives prior approval for (1 point per semester hour), provided that such course credits cannot be reimbursed according to Section 1701.3(d). [Verification: A grade report]
 - 2. Any specialized series of training sessions as approved by supervisor (i.e., ITIP, TESSA, Math Their Way), provided that the time is not compensated for by professional leave days and must at least be the equivalent of one (1) semester hour of course work (16 hours) for each point earned. [Verification: A listing of sessions with dates and times]
 - 3. Approved in-service workshops after normal school day and/or on weekends and vacation periods. provided that the time is not compensated for by professional leave days and the time must be at least the equivalent of one (1) semester hour of course work (16 hours) for each point earned. [Verification: A listing of sessions with dates and times]
 - 4. Active membership and participation (i.e., direct involvement in committees or workshops, including related professional readings) in professional organizations related to curriculum, instruction or content discipline (e.g., ASCD, MRA NCTM, provided that the time spent must be at least the equivalent of one (1) semester hour of course work (16 hours) for each point earned. [Verification: A listing of the committees/workshops/readings and the time involved]
- (b) Participation in special in-district school program and committee work equal to or more than one (1) semester hour of course work (16 hours) for each point earned: [Verification: A listing of the activities and the time involved]

1. Curriculum committee, district/building committee, approved special projects;
 2. In-service program presentation;
 3. Any extracurricular sponsorship for no pay (clubs, tutoring program. etc.);
 4. Liaison with their schools parent-teacher organization.
- (c) Teaching Creatively (with approval of immediate supervisor):
[Verification: The approval of the supervisor]
1. Active participation in application or procurement of educational grants;
 2. Active involvement in special school programs;
 3. Special projects in teaching:
 - a. New curriculum projects (summary required in writing before the end of the year);
 - b. New material development for more than own classroom use (description or copies of new material required before the end of the year).
- (d) District Employment:
1. No more than one (1) day of absence from work in prior school year (personal leave, Association, and professional days are not counted as absences); [Verification: Central Office Records]
 2. A district-adopted cost-savings idea from the teacher, [Verification: Central Office Records]
 3. One (1) home visit to at least twelve (12) students; [Verification: A listing of names and dates]
 4. a. Make one positive contact (home visit, handwritten personal note or telephone call) with the parents of each student (elementary and sixth grade home room); [Verification: A listing of names and dates]

- b. Make one positive contact (home visit handwritten personal note or telephone call) with the parents of thirty-five (35) students (secondary); [Verification: A listing of names and dates]
 - 5. Approved community service (e.g., Rotary, Lions Club), provided that the time spent in active participation must be at least the equivalent of one (1) semester hour of course work (16 hours) for each point earned [Verification: A listing of the activities and the time involved]
- 1703.5 This longevity pay is payable on the last regular pay of each year (Subject to analysis of benefits of separate check)

ARTICLE 1800
LEAVES OF ABSENCE

1801. DEFINITIONS

1801.1 "Immediate Family" shall include father, mother, husband, wife, child, stepchild, (a child for which the teacher has been appointed guardian by a court or agency), sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchild.

1801.2 "Relative" shall include grandparents, uncle, aunt, first cousin, niece and nephew.

1801.3 "School Month" shall be defined as consisting of twenty (20) days exclusive of Saturdays, Sundays, and legal holidays for school, which shall fall within a school week; a school week to consist of Monday, Tuesday, Wednesday, Thursday and Friday.

1801.4 "Per Diem Basis" shall be the amount obtained by dividing the contractual salary, including longevity, by the number 186.

1801.5 "Half Time": Any leave day under this article for half-day teacher shall be on a half-day basis.

1802. SICK LEAVE (Personal illness, personal disability or illness of member of immediate family).

1802.1 Sick leave days shall accrue effective the first day of school at the rate of ten (10) days per school year for ten (10) month teachers, and twelve (12) days per school year for twelve (12) month teachers. Teachers who are employed after the beginning of a given year shall be granted, for the balance of that school year, as many sick leave days as there are school months, or major fractions thereof remaining in the school year.

1802.2 Unused sick leave days from previous years of service shall accumulate and be available to the teacher in the current year. These days shall be in addition to the ten (10) days which accrue every year. The number of days which can be accumulated shall not be limited.

1802.3 Teachers who are unable to begin a new contract year because of personal illness or injury shall be allowed to draw upon previously accumulated and the current year sick leave until it is depleted or until resumption of assigned work.

- 1802.4 Teachers transferring to the Mona Shores School District shall be allowed recognition of accumulated sick leave as accrued in their professional employment of the immediate past year, up to a maximum of twenty (20) days.
- 1802.5 When teachers are ill, they shall notify the principal as soon as possible before the start of the school day. No doctors excuses will be necessary for the payment of sick leave unless the principal has cause to believe that circumstances warrant such additional proof of illness. The use of sick leave shall be on an ethical basis in keeping with the high standards of the teaching profession.
- 1802.6 To the extent and at the time that a pregnant teacher has medical information indicating her last day of work prior to delivery and her first available date for work after delivery such information will be furnished to the Administration.
- 1802.7 Sick leave days, not to exceed fifteen (15) per year, may be used for illness of members of the immediate family. It is understood that illness of members of the immediate family due to pregnancy shall be treated as any other disability, however, no more than three (3) paid sick leave days shall be used for the purpose of being present for the birth of a grandchild.
- 1802.8 Additional absences shall result in a per them deduction based upon contractual salary.
- 1802.9 Any teacher whose personal illness extends beyond the period compensated for by sick leave pay shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- 1802.10 In no event shall the sick leave extend beyond the number of accumulated paid sick leave days or a time period equal to the number of months of continuous service in Mona Shores or twelve (12) months, whichever is greater, provided no leave shall exceed three (3) years.
- 1802.11 A statement of sick leave status shall be made available to each teacher at the first day of required attendance using the following form. Alternatively, a statement of sick leave status may be made available to teachers on their salary check stubs or via some other computerized method.

STATEMENT OF SICK LEAVE STATUS

Date _____

Name _____

As of _____, you have an accumulation of _____ days sick leave and _____ days unused personal leave. With ten (10) days added for this year, you have a total of _____ days.

If you have any questions, please contact the office at any time.

Principal _____

Employees Signature

1802.12 The Board reserves the right to consider all sick leave problems extending beyond the limitation set forth herein on the merits of each individual case.

1802.13 The Board will continue payment of the insurance premiums for the balance of the school year and for the subsequent July, August and September, provided the leave commences on or after the first day of required attendance. In the event the teacher's paid sick leave carries into the beginning of the next school year, the Board shall pay the insurance premiums for the duration of the period of paid sick days and for the following month, unless the teacher is off on family and medical leave pursuant to the policies adopted by the Employer under Section 1810. Notwithstanding the provisions of Section 1901, the teacher shall not be required to pay that part of the monthly premium cost for the part of a month during which the teacher was on an unpaid leave.

1803. DEATH IN THE IMMEDIATE FAMILY

1803.1 A teacher shall be allowed, without loss of pay, a leave of not more than five (5) consecutive school days because of a death in his/her immediate family or because of a death of a relative (providing the relative has been living in the home of the teacher).

1803.2 If a teacher misses more than five (5) school days because of a death described in Paragraph 1803.1, he/she shall suffer a per diem reduction in his/her contractual salary commencing with the sixth (6th) day of his/her absence, unless additional days are granted by the Superintendent.

1803.3 Leave days under this section cannot be accumulated.

1803.4 The provisions of this section shall in no way affect the provisions of Section 1802.

1804. DEATH OF A RELATIVE

1804.1 A teacher shall be allowed, without loss of pay, a leave of not more than three (3) consecutive school days because of the death of a relative.

1804.2 If a teacher misses more than three (3) school days because of a death described in Paragraph 1804.1, he/she shall suffer a per diem reduction in his/her contractual salary commencing with the fourth (4th) day of his/her absence, unless additional days are granted by the Superintendent

1804.3 Leave days under this section may not be accumulated.

1804.4 The provisions of this section shall in no way affect the provisions of Section 1802.

1805. DEATH OR SERIOUS ILLNESS OF A FRIEND

1805.1 Absence of not more than one (1) day per year caused by the serious ill or death of a friend shall be compensated for by payment of the contractual salary.

1805.2 Additional days may be granted by the Superintendent upon request.

1805.3 No remainder of leave days granted in the immediately preceding paragraph may be accumulated.

1805.4 Absences as provided for in this Section shall not be counted as absence the provisions of Sections 1802, 1803, and 1804.

1805.5 Additional absences under Section 1805 shall result in deduction on a per diem basis.

1806. CHILD CARE LEAVE

In addition to a teachers right to family and medical leave pursuant to the policies adopted by the Employer under Section 1810, an unpaid leave of absence shall be granted upon request to any teacher for the purpose of child care. Said leave shall not extend beyond the conclusion of the school year in which the leave is granted and shall commence no sooner than fifteen (15) days following the request of the teacher. Every effort will be made to take into account pupil-teacher continuity in the classroom and as nearly as possible, the beginning and ending of the leave will correspond with the beginning or ending of a marking period or semester. It is further provided that:

- 1806.1 A one-year extension will be granted at the request of the teacher.
- 1806.2 A pregnant teacher may commence said child care leave after the birth of the child and she is physically able to adequately perform her teaching responsibilities.
- 1806.3 After completing a child care leave, any additional child care leave for other than a newborn or adopted child or a seriously ill child within the next five (5) years shall be at the discretion of the Board, and the teacher shall be returned from the additional child care leave as if the teacher were on layoff status.
- 1806.4 The leave of absence may be terminated upon mutual agreement of the teacher and the Board

1807. PERSONAL BUSINESS LEAVE

- 1807.1 Absence of not more than two (2) days per year for personal business shall be compensated for by payment of the contractual salary.
- 1807.2 Notice of personal business leave shall be given two (2) days in advance of the day of the leave and need only state that it is for personal business. In cases of emergency, requests for personal business leave shall be determined by the Superintendent.
- (a) Personal business leaves shall not be taken on the first day of school or on parent-teacher conference or open house dates. In extenuating circumstances or cases of emergency, the Superintendent may approve these days.
- (b) Personal business leave days may be taken on the school day immediately prior to or following a holiday or vacation period, provided that:
- (1) No more than five (5) teachers may use such a day on any one day;
 - (2) No more than ten percent (10%) of the teachers in any given building may use such a day on any one day;
 - (3) Requests for such days should be submitted in writing to the Assistant Superintendent ninety (90) days before the vacation or holiday. If more than five (5) teachers make a timely request for a specific day, a lottery will be held to select the five teachers;

In the event there are not five (5) applications submitted ninety (90) days prior to the day, requests will be granted in the order in which they are received.

Teachers who have used a day to extend a holiday or vacation within the two (2) previous school years shall only be allowed to use another day if less than five (5) teachers have requested that day off ninety (90) days prior to the day.

- (c) Personal business leave shall not be deducted from accumulated sick leave days. Unused personal business leave days shall be added to the teacher's accumulated sick leave or the teacher may elect to be paid for the unused day(s) at the rate of two times the duly substitute rate being paid by the district at that time in lieu of adding them to sick leave. If the teacher elects to be paid, he/she must notify the superintendent/personnel office in writing by the last teacher work day and the payment will be added to the last pay period in June.

1807.3 Additional absence under Section 1807 shall result in reduction on the per diem basis.

1808. LEAVES OF ABSENCE

1808.1 Leaves of absence with pay not chargeable against absences under Section 1802, 1803, 1804, 1805, 1806 and 1807 shall be granted for the following reasons:

- (a) Absence when a teacher is called for jury service. Such pay shall be the difference between the jury pay and the teaching salary.
- (b) Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever a teacher is subpoenaed to attend any proceeding.
- (c) Approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.
- (d) A total of ten (10) days in each school year shall be allowed to the Association for attendance at the MSTEA membership activities. An additional twenty (20) days shall be allowed to the Association with the approval of the Superintendent where the Association shall reimburse the Board the salary paid the substitute teacher. A written request from the President of the Association should be made specifying the teacher and the days involve.

- (e) Time necessary to take the selective service physical examination.
- (f) Teacher called to active emergency duty of limited service in the National Guard shall be paid an amount equal to the difference between limit military pay and teacher's pay for a period not to exceed thirty (30) continuous calendar days.

1808.2 Leaves of absence without pay shall be granted upon application for the following purposes:

- (a) Study related to the teacher's certificated field.
- (b) Study to meet eligibility requirements for a certificate other than that held by the teacher.
- (c) Study in the teacher's major field or special assignment in research or teaching that would be of advantage to the school system.
- (d) Leave for exchange teaching position in accordance with conditions prescribed by Section 571 of the School Code of Michigan.
- (e) Military leaves of absence shall be granted to any teacher who shall be recalled, inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in the school system.

1808.3 The Board may grant a leave of absence without pay for the purpose of campaigning for, or serving a public, MEA or NEA office. A teacher on a leave of absence to serve in a MEA or NEA office shall have the option of receiving a paid leave of absence provided that the teacher or the Association reimburses the Board for the salary paid to the teacher on leave by the Board during said leave, including the contribution by the Board to the Michigan Public School Employees Retirement System.

1808.4 The following shall apply whenever a leave of absence is granted by the Board.

- (a) All teachers who have attained tenure status shall retain said status, and under the Tenure Act shall hold priority over a position held by a non-tenure teacher.
- (b) Accumulated sick leave as of end of contractual period shall be retained and credited to said teacher upon return to the staff.

- (c) Position on the salary schedule shall be retained by the teacher on leave. Position shall be determined as that held by teachers at termination of contract.
- (d) Upon termination of a leave granted under Section 1806 and 1808.2 above of less than or equal to one (1) year in duration, the teacher shall be returned to the position he/she left, if available, or a substantially equivalent position. If the position has been eliminated or the leave exceeds one (1) year, a position will be offered in the field of the teacher's preparation provided a position exists. In either case particular grade or building assignment may not be assured.
- (e) Acceptance of full-time employment without approval of the Board terminates the leave. (It is suggested that if "full-time" is questionable, a written opinion should be sought).
- (f) At the beginning of the next calendar year (February or earlier) following granting of the leave, a written notice shall be sent to the Superintendent of Schools, indicating whether or not the teacher wishes to return.
- (g) The Association President shall be notified of all teachers on leave of absence.

1809. MISCELLANEOUS PROVISIONS REGARDING ABSENCE

- 1809.1 The Superintendent shall certify the legitimacy of a claim for compensation for absence covered in Sections 1802, 1803, 1804, 1805, 1806, 1807 and 1808 by entering on the payroll report the dates and causes for said absence.
- 1809.2 Teachers who may have accumulated sick leave days under the provisions of Section 1802 and who terminate their employment with this school system shall not be compensated for unused sick leave days, except as provided in Article 2000, and said unused sick leave days may not be carried forward in case of subsequent reemployment by this school system.
- 1809.3 Any absence for causes other than those set forth in the preceding sections and paragraphs shall be subject to conference between the absentee and the Superintendent of Schools who shall determine what compensation, if any, shall be made for such absence, this decision being subject to approval by the Board.
- 1809.4 Absence from institutes, regional conventions or any other meeting for which school has been closed and for which teachers are paid shall receive the same consideration as absence when school is in session.

1809.5 In addition, all provisions of this policy shall apply when the district offers summer employment for summer school, at the rate of one (1) day per month; one (1) day for a six (6) week session. Any unused portions of the days granted will be allowed to accumulate.

1809.6 The Principal shall cause to be kept an accurate record of all absences on the part of the in appropriate form.

1809.7 The Board reserves the right to grant other extended leaves which, in the opinion of the Board, may be of benefit to the school system.

1810. FAMILY AND MEDICAL LEAVE

1810.1. The Employer and the Association agree that the Employer shall have the right to develop, approve and implement new policies on family and medical leave which comply with the Family and Medical Leave Act of 1993 and are not contrary to nor inconsistent with the terms of this contract.

1810.2 In the event a leave under the provisions of the Family and Medical Leave Act continues through the last day of the school year, the Board shall continue its contribution to the payment of insurance premiums for the subsequent July, August and September.

ARTICLE 1900
INSURANCE PROTECTION

1901.1 HEALTH INSURANCE

The Board shall provide to each full-time teacher who elects to enroll MESSA coverage for a full twelve (12) month period for each year of this Agreement for the teacher and his/her spouse and his/her eligible dependents as follows:

<u>10/1/00 - 12/31/00</u>	<u>1/1/01 - 9/30/03</u>
Super Med I	Super Care I w/ Preventive Care Rider

Each full time teacher who elects to enroll for any Health Insurance coverage shall pay the following amounts in premium costs each month based on the step of any level of the Salary Schedule that the teacher is on:

<u>Step Level on Salary Schedule</u>	<u>Teacher Monthly Payment</u>			
	<u>10/1/00-12/31/00</u>	<u>1/1/01-9/30/01</u>	<u>10/1/01-9/30/02</u>	<u>10/1/02-9/30/03</u>
1	\$166.67	\$0	\$0	\$0
2	\$166.67	\$41.67	\$41.67	\$41.67
3	\$166.67	\$83.33	\$83.33	\$41.67
4 and above	\$166.67	\$111.11	\$83.33	\$41.67

A full time teacher who elects not to enroll in health insurance coverage shall receive through a qualified IRS Section 125 Salary Reduction Plan the following amounts:

<u>1/1/01 - 9/30/01</u>	<u>10/1/01 - 9/30/02</u>	<u>10/1/02 - 9/30/03</u>
\$500 (\$55.55/mo.)	\$1,000 (\$83.88/mo.)	\$1,500 (\$125/mo.)

A teacher in a position that is less than a full time load shall receive a monthly premium subsidy from the Board not to exceed the amount determined by multiplying the SC I full family monthly premium rate times the percentage that equals the teachers work load (i.e., 80% of full time, etc).

Each teacher may elect to have his/her salary reduced by an amount specified by the teacher. The Board shall apply such specified amount to the respective

teachers health insurance premium salary reduction plan account to be allocated to the health insurance benefits selected by the teacher.

1901.2 LIFE INSURANCE

The Board shall provide, without cost to the teacher, MESSA term life insurance protection in the amount of Ten Thousand Dollars (\$10,000) plus AD&D that will be paid to the teacher's designated beneficiary. The amount of MESSA term life insurance plus AD&D that is provided will be adjusted as follows:

<u>Effective Date</u>	<u>Amount</u>
January 1, 2001	\$25,000
October 1, 2001	\$35,000
October 1, 2002	\$40,000

1901.3 DENTAL INSURANCE

The Board shall provide for all teachers and their dependents, without cost to the teacher, the MESSA/Delta Dental Plan "D" with Orthodontic Rider 004 (70% Class I, 70% Class II, 70% Class III), including Internal and External Coordination of Benefits. Effective October 1, 2001, the dental insurance will be increased to 80% Class I, 80% Class II, 80% Class III and 80% Class IV orthodontics with a per person annual maximum of \$2,000 for Class I, II and III and a per person annual maximum of \$3,000 for Class IV with sealants and including Internal and External Coordination of Benefits.

1901.4 VISION INSURANCE

The Board shall provide for all teachers and the dependents, without cost to the teacher, the MESSA Vision Plan VSP-3.

1901.5 HEALTH INSURANCE SALARY REDUCTION PLAN.

The Board shall provide a qualified IRS Section 125 Salary Reduction Plan.

1902. GENERAL PROVISIONS RELATED TO INSURANCE COVERAGE

1902.1 The insurance year shall be twelve (12) months from October 1 through the following September 30. The annual open enrollment period shall be the month of September.

1902.2 Newly hired teachers must report for duty before the Board is obligated to pay any insurance premium. For each insurance program in this Article, the effective date for each new teacher shall be October 1, unless the teacher is not covered by any other coverage from any other source in which case the effective date shall be September 1. A teacher who is hired with an effective first work day after the first required work day of the school year shall be entitled to insurance coverage effective with the month following his/her first work day.

1902.3 In the event a teacher is terminated or resigns during the school year, the insurance shall terminate at the end of the month of termination or resignation.

1902.4 In the event a teacher dies during the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums for the balance of that school year. If the teacher dies after the completion of the school year, and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through September 30th of that year.

1902.5 In the event a teacher goes on an unpaid leave of absence (other than sick leave or family and medical leave pursuant to the policies adopted by the Employer under Section 1810) or is laid off during the school year, the insurance shall be continued through the month following the month in which the teacher went on leave or was laid off.

Notwithstanding the provisions of Section 1901, the teacher shall not be required to pay any part of the monthly premium cost for the last two months determined by this subsection.

1902.6 In the event a teacher leaves employment after the end of a school year and before the start of the next school year the insurance shall continue through the following September unless the teacher becomes employed by another employer and is covered by fully employer-paid insurance with respect to each insurance program included in this Article.

1902.7 The Board, at its option, may purchase the health, life, dental, vision and long-term disability insurance into a MESSA-PAK.

1903. LONG TERM DISABILITY

Effective with the start of the 1976-1977 school year, the Board shall provide MESSA Long Term Disability insurance for each teacher. Benefits shall begin upon termination of the teacher's sick leave or after ninety (90) calendar days, whichever is greater and continue at sixty percent (60%) of the teachers monthly salary to age sixty-five (65). A teacher's "monthly salary" shall be determined by dividing the teacher annual salary by

twelve (12). The teacher's annual salary shall include all the salary and pay provided by Article 1700, including longevity pay supplementary salary schedule amounts, etc. The LTD policy shall include the following features:

1903.1 Maximum Month Benefit

Sixty percent (60%) of monthly salary, as defined above (Annual Gross Benefits as specified in the Schedule of Benefits reduced by any "income from other sources" divided by twelve), will be payable with no maximum benefit amount other than the "Combined Maximum Limit" described immediately hereafter.

The total combined amount of benefits payable under this plan and benefits payable as a result of disability or governmental provisions of governmental and Employer-sponsored plans may not exceed sixty percent (60%) of an insured monthly salary, exclusive of bonuses and overtime.

The amount of the "Monthly Benefit" of this plan when added to benefits payable to the insured employee under

- (a) Any Employer-sponsored disability or retirement plan, whether voluntary or compulsory,
- (b) Any governmental disability or retirement plan (federal, state, or political subdivision thereof, including primary and dependent Social Security benefits), and
- (c) Workers Compensation or similar legislation may not exceed the "Combined Maximum Limit" except that the "Monthly Benefit" will not in any case be less than ten percent (10%) of the employees basic monthly salary or wage.

1903.2 No Exclusion on Mental and Nervous Condition

The mental/nervous limitation after the first two (2) years of total disability, as described in the Limitations and Reductions Section, will be waived and all mental/nervous conditions will be fully covered. "Sickness" means any physical or mental illness.

1903.3 No Exclusion on Alcoholism or Drug Addiction

The alcoholism/drug addiction limitation after the first two (2) years of total disability, as described in the Limitations and Reductions Section, will be waived and all alcoholism/drug addiction conditions will be fully covered.

1903.4 Social Security Freeze

The amount of reduction in Long Term Disability benefits resulting from Social Security payments will be calculated when Long Term Disability benefits begin and then, for the purposes of the plan, the amount of such Social Security benefit shall be "frozen." Any later legislative changes increasing Social Security, Old Age, Survivors, and disability insurance benefits will not be used to further reduce the Long Term Disability benefit.

1903.5 Rehabilitation Clause (50% of Rehabilitation Offset)

Benefits are not payable during the disability when:

- (a) An insured person is not under the regular care of a legally qualified physician or surgeon; or
- (b) An insured person is engaged in any work for compensation, wages, or profit. This limitation will be waived up to two (2) years while an insured person otherwise eligible for the monthly disability benefit participates in a program of rehabilitation or retraining approved in writing. Not more than fifty percent (50%) of any income from compensation or wages which may be earned each month by this insured person during this approved rehabilitation or retraining period will be included as other income under the "Integration With Other Benefits" provision, with the monthly benefit adjusted accordingly.

Adjusted Benefits will not in any way be less than ten percent (10%) of the insured person's basic monthly salary or wage, however.

1903.6 Layoff Provision up to Three (3) Months

Coverage for any teacher laid off shall be continued to the end of the third policy following the policy month in which the layoff begins.

1903.7 No Pre-existing Condition or Eligibility Waiting Period

The pre-existing condition limitation and eligibility waiting period shown in the Description of Coverage will be waived and all pre-existing conditions will be fully covered.

1903.8 Five Year Own Occupation Clause Rather Than One or Two Year Limitation on Job Description

"Total Disability" normally means that during the first two (2) years of one (1) period of total disability the employee is unable to perform any of the duties of his/her regular occupation. This provision shall be extended to a five (5) year period rather than the normal one (1) or two (2) year period.

After the period of five (5) years has been exceeded during total disability, the employee must be able to engage in any and every occupation for which he/she is reasonably fitted by his/her education, training or experience.

1903.9 Inflation Control

A cost of living benefit shall be provided under which a claimant's benefit may be increased while on claim. The increase in benefit is designed to reflect changes in the cost of living. Increases in benefit would commence at the beginning of the individuals contract year, following commencement of "benefit payment." The maximum annual increase would be three percent (3%) of the plans basic benefit based on the Consumers Price Index.

1903.10 Minimum Monthly Benefit Payout of No Less Than Ten Percent (10%) of Teachers Monthly Salary

The Monthly Income Benefit payable during the insureds total disability is the Annual Gross Benefit as specified in the Schedule of Benefits reduced by any "income from other sources," divided by twelve (12). The Monthly income Benefit will not in any case be less than ten percent (10%) of the insurers "basic annual earnings" divided by twelve (12), unless ten percent (10%) of the insureds basic annual earning divided by twelve (12) exceeds the maximum dollar amount specified in the Schedule of Benefits, in which case the Monthly Income Benefit shall be limited to said maximum dollar amount.

1904. All insurance benefits for which the Employer is obligated, to contribute shall be subject to the underwriting rules, regulations, and limitations as set forth by the respective insurance carrier.

1905. The Board, by payment of the premiums set forth herein and completion of MESSA's Employer Participation Agreement, shall be relieved from all liability with respect to the benefits provided by MESSA or its underwriters. The failure of MESSA or its underwriters to provide any of the benefits for which it has contracted shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.

1906. Disputes between teacher(s) or beneficiaries of teacher(s) and MESSA or its underwriters shall not be subject to the Grievance Procedure established in this Agreement.

ARTICLE 2000
RETIREMENT BENEFITS

2001. Any teacher at the top of any column (BA, MA- MA+30, or Non-Degree) of the salary schedule may elect to retire from the Mona Shores School District.

2002. The teacher shall receive Social Security supplement benefits according to the following schedule. However, any teacher electing to retire at a time other than between school years or at the end of a semester shall forfeit his/her initial payment. Exceptions can be made by mutual consent of the Superintendent and the Association.

2002.1

<u>Age of Teacher (at time of retirement)</u>	<u>Initial Payment</u>	<u>Quarterly Payment</u>
58 or less	\$5,000	\$300
59-61	\$4,000	\$250
62-64	\$3,000	\$250

2002.2 In addition to the above, a teacher electing to retire under the provisions of this Article who has fifty (50) or fewer accumulated sick leave days shall receive payment of Fifteen Dollars (\$15.00) for every day of accumulated sick leave as of his/her last work day. Teachers who have more than fifty (50) days of accumulated sick leave but less than one hundred (100) shall receive payment of Twenty Dollars (\$20.00) for every day of accumulated sick leave as of his/her last work day. Teachers who have one hundred (100) days or more of accumulated sick leave shall receive payment of Twenty-five Dollars (\$25.00) for every day of accumulated sick leave as of his/her last work day. This amount shall be paid at the same time that the initial early retirement payment is scheduled to be paid.

2002.3 The initial payment shall be made to the teacher within thirty (30) days after his/her last work day. The quarterly payments shall be made on or about the first day of February, May, August and October each year following the teachers last day of work with the first payment prorated.

2003.1 Teachers electing early retirement shall be provided, without cost to the teacher, MESSA Super Care I for the teacher and his/her spouse and/or eligible dependents who elect such coverage.

2003.2 A teacher who retires the provisions of Article 2000, may elect to participate in the health insurance plan provided by the Michigan Public School Employees

Retirement System in lieu of the Board provided MESSA Super Care I. If a teacher so elects, the Board agrees to increase the teacher's yearly payment by the following amount: \$1,000 for a teacher with no spouse or eligible dependent and \$2,000 for all other teachers, provided that if a husband and wife are both retirees and both elect to participate in the health insurance plan provided by MPSERS, the first shall receive an increase of Two Thousand Dollars (\$2,000) per year and the second shall receive an increase of One Thousand Dollars (\$1,000) per year. The above amount to be paid quarterly with the first payment at the end of the third month following the effective date of the retirement.

Teachers currently retired and receiving benefits under Article 2000 will be offered the opportunity to exchange their MESSA SM I coverage for the above-stated increase in their yearly payment. Payment in this situation shall be made quarterly with the first amount at the end of the third month following the effective date of the exchange. A teacher who elects to receive an increased yearly payment in lieu of Board-paid MESSA medical insurance waives any future claim for Board-paid medical insurance.

2004. Any teacher assigned to a position that is less than a full daily work load in the year of retirement shall receive the above benefits prorated to the amount of their daily work load.
2005. These benefits shall terminate the month the teacher attains the age of sixty-five (65) years, becomes eligible for Social Security benefits, dies, or ten (10) years after receipt of the initial cash payment, whichever occurs first.
2006. The Association will indemnify the Board and hold it harmless from liability and costs incurred in any litigation instituted to challenge the legal validity of this particular article in this particular school district only. The Board agrees that it shall be represented in any such litigation by legal counsel designated by the Association. Indemnification will include, but not necessarily be limited to, the cost of legal services and, provided this school district is so ordered by the court, the repayment to the General Fund of all monies expended under this provision for any teacher electing Early Retirement on or after the commencement of the 1978-79 school year.
2007. A teacher who informs the Superintendent on or before March 1st of his/her intent to retire from the District at the end of the school year will receive an additional one time Five Hundred Dollar (\$500.00) payment which will be made within thirty (30) days of receipt of retirement notice.
2008. Teachers who retire prior to September 1, 2000 will continue to receive the benefits they were eligible for in accordance with the Master Agreement in effect at the time of their retirement.

2009. The Board shall take and maintain such reasonable action as is permissible and necessary to allow teachers wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) on a tax deferral basis.

ARTICLE 2100
SUBSTITUTE TEACHERS IN LIEU OF CONTRACT TEACHERS

2101. Positions which will be vacant for at least sixty (60) work days will be filled by personnel who have met the state certification requirements. They will be paid at a per diem rate of 1/186 of the regular teacher salary schedule as determined by Section 1701.4.
2102. Where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute teacher during one (1) non-teaching period of his/her regular assignment the teacher shall be paid Twenty-one Dollars (\$21.00).
2103. Pay for part-time positions of known extended absence shall be handled as a separate contract basis with pay at one-sixth (1/6) of the individual's contractual daily rate for each extra period of teaching.

ARTICLE 2200
INCLUSION/MEDICALLY FRAGILE

2201. LEAST RESTRICTIVE ENVIRONMENT

- 2201.1 The Board and the Association recognize and agree that the District will take any and all steps appropriate to meet the requirements of federal and state law for educating handicapped students in the least restrictive environment.
- 2201.2 Through the collaborative efforts of the Association and the District administration:
- (a) Training needs will be identified and in-service opportunities will be developed and offered to help all direct participants in the education process.
 - (b) Appropriate support in the form of materials, planning time, personnel and other related services deemed necessary by mutual agreement of the teacher and the building administrator will be provided.
- 2201.3 Input from those closest to the delivery of educational and support services is critical to the success of any planning regarding such services. Therefore, any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be notified, in writing, of the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. Additionally, at least one (1) general education teacher will be invited to participate in the IEPC.
- 2201.4 Teachers who believe that the implementation of a handicapped student's current IEPC is negatively impacting the students educational progress and/or impeding the learning progress of non-handicapped students are encouraged to call a meeting of appropriate staff to discuss the problem and possible resolutions.

2202. MEDICALLY FRAGILE STUDENTS

- 2202.1 A teacher assigned students who require "School Health Services" shall not be expected to perform routine, scheduled maintenance of equipment used by the students to sustain their bodily functions nor to render routine, scheduled care or maintenance of bodily functions (e.g.. tracheotomy care/suctioning, toileting, etc.) related to the students' conditions.
- 2202.2 The teacher shall be informed of and instructed in the emergency routines which may be necessary due to the students' impaired conditions.

ARTICLE 2300
SCHOOL IMPROVEMENT/SITE-BASED DECISION MAKING

2301. The Board and the Association agree that, in conjunction with PA 25 of 1990, MSA 15.4627, et. seq., District-wide School Improvement plans are a shared goal of the parties.
2302. The parties agree that the term and conditions of the collective bargaining agreement will govern with respect to wages, hours and conditions of employment, and that they will not be altered or modified through the School Improvement process without prior written agreement between the parties.
2303. Site-Based Decision Making (SBDM) is the process by which teachers at the work-site jointly make decisions affecting their working conditions. Decisions made by the SBDM Committee that require a deviation from the collective bargaining agreement will be permitted only after a properly executed Letter of Agreement between the Board and the Association.
2304. The involvement of teachers in both the School Improvement process and Site-Based Decision Making shall be voluntary participation or non-participation in either shall not be used as a criterion for evaluation, discipline or discharge.

ARTICLE 2400
MENTOR TEACHERS

2401. In accordance with Section 1526 of the School Code, teachers in their first three years of employment as a classroom teacher shall be assigned a Mentor. The purpose of such a relationship shall be to provide new teachers with assistance, resources and information in a non-threatening, collegial fashion.
2402. Participation as a Mentor teacher shall be voluntary.
2403. The Mentor teacher shall:
- (a) be an active or former (retired or otherwise experienced) K-12 educator who has demonstrated mastery of the teaching profession. Current faculty members shall be given consideration for Mentor positions.
 - (b) be assigned for one year. The Mentor and Mentee and the administrator will determine if the assignment will be renewed for the following school year.
 - (c) maintain a confidential relationship with the Mentee and shall not, in any fashion, be included in the formal evaluation process of the Mentee.
 - (d) be provided appropriate training to aide in the mentoring process.
 - (e) be granted, along with the Mentee, adequate release time to support the goals of the mentoring process.
2404. For each Mentee assigned, Mentor teachers shall annually be paid a percent of the Supplemental Base Salary according to the following schedule:
- (a) Mentee has zero years of teacher experience = 2%
 - (b) Mentee has one year of teaching experience = 1.5%
 - (c) Mentee has two years of teaching experience = 1%
2405. All Mentor teachers shall be paid a one time "training stipend" of 2% of the Supplemental Base Salary in the first year in which they become a Mentor.
2406. The MSTEA and the Administration shall hold ongoing dialogue to help refine the new teacher induction process.

ARTICLE 2500
SCHOOL CALENDARS

[to be provided]

2504. The Board will provide at least two (2) half days each school year for staff development, which will be jointly planned by the Administration and the Association. If mutually agreed to, two (2) half days may be combined, thus having 183 student days.
2505. It is recognized by the parties that, as professionals, teachers work many hours in addition to the time spent in student contact or at school. In order to recognize such time, fourteen (14) professional days are added to the calendar which are used in self-initiated and self-directed professional development and lesson/material preparation. Classes, seminars, workshops, professional reading, and working in ones classroom are but a few things that teachers do outside of the normal school calendar/day. Since they are professionals, teachers have no obligation to account to the District on how or when they utilize these days.
2506. In the event that scheduled student instructional hours/attendance days are cancelled to the extent that the minimum number of student instructional hours/days to receive full State Aid for pupil instruction cannot be met, the parties agree to negotiate how the minimum number of student instructional hours/days required shall be added to the calendar. Teachers shall only be paid extra for the make-up hours/days if they were required to be in attendance for the corresponding hours/days that were cancelled.
2507. Teachers new to the District shall be required to report prior to the start of the new school year for up to two (2) additional days of professional development as part of their contractual salary. Any days required prior to the start of the new school year greater than two (2) days will be paid at the regular contractual teacher hourly substitute rate.

ARTICLE 2600
DURATION AND TERMINATION

2601. This Agreement is effective commencing with August 24, 2000 and shall continue until midnight August 30, 2003, at which time it shall terminate whether or not any notice of termination has been served on either party by the other. Unless otherwise specified, any changes made in this Agreement from the 1996-1999 Agreement and the Supplemental Addendum to and the Extension of the Contract for the 1999-2000 School Year shall become effective on January 1, 2001, except that the changes in the following provisions are retroactive to the start of the 2000/2001 school year:

Article 400, Sections 401 and 405

Article 600, Section 602.5

Article 1700, Sections 1701.3(a), 1702.4 and 1704

2602. Commencing no later than April 2003, the parties shall meet and arrange for negotiations of the next collective bargaining agreement.

VALIDATION OF THE CONTRACT

In witness whereof, the parties hereto have executed this Agreement.

BOARD OF EDUCATION OF THE DISTRICT
OF MONA SHORES:

By: Gay Taylor
President

By: Joseph P. Babbitt
Superintendent

Date Ratified: _____

MONA SHORES TEACHERS EDUCATION
ASSOCIATION, MEA-NEA:

By: Gayle M. Powers
President

By: Ann E. Braithard
Secretary

By: Thomas Martin Fielstra
PN Chairperson

Date Ratified: _____

LETTER OF UNDERSTANDING

TEACHER EVALUATION

A committee of up to three (3) individuals appointed by the Association and up to three (3) individuals appointed by the Board will review the teacher evaluation process and evaluation forms and make recommendations to the parties on or before March 1, 2001. Changes recommended by the committee will be considered by the parties and put into effect for the 2001/2002 school year if agreed to by the Board and the Association.

APPENDIX A

MONA SHORES PUBLIC SCHOOLS
STANDARD EVALUATION FORM

Teacher _____ Assignment _____

Evaluation Period _____ Total years of Experience _____

Evaluator _____ Title _____

I. TEACHING PERFORMANCE (things teachers do to increase student learning)

- | | | | | | |
|----|--|---|---|---|----|
| A. | Atmosphere for Learning
Comments: | 1 | 2 | 3 | NJ |
| B. | Deals With individual Needs of Students
(diagnosis and prescription)
Comments: | 1 | 2 | 3 | NJ |
| C. | Lesson Planning and Presentation
Comments: | 1 | 2 | 3 | NJ |
| D. | Class Management and Organization
Comments: | 1 | 2 | 3 | NJ |
| E. | Monitoring and Feedback
Comments: | 1 | 2 | 3 | NJ |
| F. | Relationships With Students
(demeanor, self-concept)
Comments: | 1 | 2 | 3 | NJ |
| G. | Teaching Technique
Comments: | 1 | 2 | 3 | NJ |

II. PROFESSIONALISM

- | | | | | | |
|----|--|---|---|---|----|
| A. | Professional Growth
(travel, graduate classes reading,
conferences, etc.)
Comments: | 1 | 2 | 3 | NJ |
|----|--|---|---|---|----|

B.	Staff Relationships Comments:	1	2	3	NJ
C.	Relations With Parents Comments:	1	2	3	NJ
D.	Follows School Policy Comments:	1	2	3	NJ
E.	Ethics Comments:	1	2	3	NJ

III. EXEMPLARY CONTRIBUTIONS:
Comments:

SUMMARY

On the basis of this evaluation, this teacher's performance is considered:

- Satisfactory
- Needs Improvement ... Recommended for Plan of Assistance
- Unsatisfactory ... Recommended for Plan of Assistance
- Recommended for Dismissal
- Other _____

Signature Principal/Designee _____ Date _____

I have received a copy of this document

Signature Teacher _____ Date _____

I have submitted or will submit a statement to be attached to this evaluation.

White	Personnel Office	Rating Code: 1	Satisfactory
Yellow	Teacher	2	Needs Improvement
Pink	Evaluator	3	Unsatisfactory
		NJ	Not Judged

- 5/85 Form Revised
- 1/87 Form Consolidated from 3-page to 2-page
- 11/95 Form Revised to include fourth year of probation

APPENDIX B
MONA SHORES PUBLIC SCHOOLS

NAME _____ SCHOOL YEAR _____

SUPERVISOR _____

GOAL-statement describing professional/personal growth to be accomplished (one per page)

Resources/assistance needed to accomplish goal

Time line for completion

Teacher Signature

Date

Supervisor Signature

Date

c Personnel file
Staff Member
Principal (Supervisor)

The performance of _____
duties has been satisfactory this school year

APPENDIX C

MONA SHORES PUBLIC SCHOOL INDIVIDUAL DEVELOPMENT PLAN (IDP)

The IDP should be:

- ☒ positive in nature, goal-oriented and non-threatening
- ☒ developed mutually by the teacher and the principal
- ☒ supportive - including what help can be expected from the school administration
- ☒ specific in what plans/actions the teacher will use
- ☒ dated and signed by both the teacher and the principal

The development of the plan should consider:

- ☒ one-on-one discussion about the schools mission
- ☒ the expectations the school has for student learning
- ☒ teacher success as critical to the entire process
- ☒ a copy of the district evaluation process - describe the relationship between the IDP and the formal evaluation process
- ☒ examples of what you require (i.e., lesson design, visitations, feedback, etc.)
- ☒ specifics about the nature and type of assistance the teacher can expect to receive from the administration

The mechanics of the IDP process should include:

- ☒ advanced information for the teacher on the process you plan to use
- ☒ no surprises
- ☒ time for the probationary teacher to get started before the development of the IDP
- ☒ Advance notice of when the IDP discussions will be held and of what topics will be discussed
- ☒ being held in a comfortable setting at a time when the teacher and principal can talk without interruptions in a relax manner

Individualized Development Plan for _____

Building _____ Assignment _____

Teacher Status _____ Probationary _____ Tenure _____

Mutually developed by: _____
(teacher signature)

(principal signature)

Meeting Attended By: _____

Date: _____

Goals may be assessed using multiple assessment vehicles such as portfolio, artifact collection, pertinent data, etc. The final evaluation will follow the standard evaluation form (Appendix A)

*Goal 1:

Purpose:

Teacher Action:

Administrative Support:

Goal 2:

Purpose:

2002 - 20003
School Calendar
DRAFT 4/4/01

For a detailed calendar,
contact Human Resources.

		AUGUST					SEPTEMBER					OCTOBER									
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
													1	2	3	<4>					
							(2)	3	4	5	6	7	8	9	10	11					
(Teacher Days)	5	12	13	14	15	16	20	9	10	11	12	13	23	14	15	16	17	18			
(Student Days)	4	19	20	21	<22>	23	20	16	17	18	19	20	22	21	22	23	24	25			
		26	27	28	29	[30	23	24	25	26	27		28	29	30	31					
							30														
		NOVEMBER					DECEMBER					JANUARY									
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
						1								(1)	2	3					
						8		2	3	4	5	6		6	7	8	9	10			
19		11	12	13	14	15	15	9	10	11	12	13	19	13	14	15	16	17			
19		18	19	20	21	22	15	16	17	18	19	20	19	(20)	21	22	23	24			
		25	26	27	(28)	29	[23	24	(25)	26	27		27	28	29	30	31				
		FEBRUARY					MARCH					APRIL									
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F					
						7					7					4					
						[14		3	4	5	6	7	[7	8	9	10	11				
18		10	11	12	13	21	21	10	11	12	13	14	17	14	15	16	17	18			
18		17]	18	19	20	21	21	17	18	19	20	21	17	21	22	23	24	25			
		24	25	26	27	28		24	25	26	27	28		28	29	30					
							31														
		MAY					JUNE														
		M	T	W	T	F	M	T	W	T	F										
						1	2						September 2	Labor Day							
						8	9		2	3	4	5	6	November 28	Thanksgiving						
21		12	13	14	15	16	8	9	10	<11>	12	13	December 25	Christmas							
21		19	20	21	22	23	7	16	17	18	19	20	January 1	New Year's Day							
		(26)	27	28	29	30		23	24	25	26	27	January 20	MLK Jr. Day							
												April 18	Good Friday								
												May 26	Memorial Day								

- Holidays
- [] Vacation Period, Holiday, or other non-working day
- < > Non-student day
- 183 Student Days (Includes __ half-days)
- 186 Teacher Days (Includes __ half-days)
- August 26 First Student Day
- June 10 Last Student Day
- August 22 First Teacher Day
- June 11 Last Teacher Day

2001 - 20002
 School Calendar
 DRAFT 4/4/01

For a detailed calendar,
 contact Human Resources.

AUGUST

SEPTEMBER

OCTOBER

(Teacher Days)
 (Student Days)

M	T	W	T	F
5	13	14	15	16
4	20	21	22	<23>
	27	28	29	30
				31

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

M	T	W	T	F
				<5>
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER

DECEMBER

JANUARY

M	T	W	T	F
			1	2
	5	6	7	8
20	12	13	14	15
20	19	20	21	22
	26	27	28	29
				30

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
[24	25	26	27	28

M	T	W	T	F
	11	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

FEBRUARY

MARCH

APRIL

M	T	W	T	F
				1
	4	5	6	7
18	11	12	13	14
18	18]	19	20	21
	25	26	27	28

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	T	F
[1	2	3	4	5]
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY

JUNE

M	T	W	T	F
		1	2	3
	6	7	8	9
22	13	14	15	16
22	20	21	22	23
	27	28	29	30
				31

M	T	W	T	F
3	4	5	6	<7>
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- September 3 Labor Day
- November 22 Thanksgiving
- December 25 Christmas
- January 1 New Year's Day
- January 21 MLK Jr. Day
- March 29 Good Friday
- May 27 Memorial Day

Holidays

Vacation Period,
 Holiday, or other
 non-working day

Non-student day

183 Student Days
 (Includes __ half-days)

186 Teacher Days
 (Includes __ half-days)

August 27 First Student Day

June 6 Last Student Day

August 23 First Teacher Day

June 7 Last Teacher Day

2002 - 20003
School Calendar
DRAFT 4/4/01

For a detailed calendar,
contact Human Resources.

		AUGUST					SEPTEMBER					OCTOBER																																																																								
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F																																																																				
	(Teacher Days)	5	12	13	14	15	16	20	21	22	23	27	28	29	30	20	21	22	23	24	25	26	27	30	23	24	25	26	27	30	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31																																			
	(Student Days)	4	19	20	21	22	23	20	16	17	18	19	20	22	21	22	23	24	25	26	27	28	29	30	31	20	16	17	18	19	20	22	21	22	23	24	25	26	27	30	23	24	25	26	27	30	23	24	25	26	27	30	23	24	25	26	27	30	23	24	25	26	27	30	31	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31

		NOVEMBER					DECEMBER					JANUARY																																																																		
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F																																																														
	(Teacher Days)	19	11	12	13	14	15	15	2	3	4	5	6	19	6	7	8	9	10	13	14	15	16	17	19	13	14	15	16	17	19	20	21	22	23	24	27	28	29	30	31																																					
	(Student Days)	19	18	19	20	21	22	15	16	17	18	19	20	19	20	21	22	23	24	27	28	29	30	31	27	28	29	30	31	15	16	17	18	19	20	21	22	23	24	27	28	29	30	31	19	13	14	15	16	17	19	20	21	22	23	24	27	28	29	30	31	19	13	14	15	16	17	19	20	21	22	23	24	27	28	29	30	31

		FEBRUARY					MARCH					APRIL																																																																			
		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F																																																															
	(Teacher Days)	18	10	11	12	13	14	21	3	4	5	6	7	17	14	15	16	17	18	21	22	23	24	25	28	29	30	18	17	18	19	20	21	21	10	11	12	13	14	17	14	15	16	17	18	21	22	23	24	25	28	29	30	17	14	15	16	17	18	21	10	11	12	13	14	17	14	15	16	17	18	21	22	23	24	25	28	29	30
	(Student Days)	18	17	18	19	20	21	21	17	18	19	20	21	17	21	22	23	24	25	28	29	30	31	28	29	30	18	17	18	19	20	21	21	10	11	12	13	14	17	14	15	16	17	18	21	22	23	24	25	28	29	30	17	14	15	16	17	18	21	10	11	12	13	14	17	14	15	16	17	18	21	22	23	24	25	28	29	30	

		MAY					JUNE					September 2		November 28		December 25		January 1		January 20		April 18		May 26																			
		M	T	W	T	F	M	T	W	T	F	Labor Day		Thanksgiving		Christmas		New Year's Day		MLK Jr. Day		Good Friday		Memorial Day																			
	(Teacher Days)	21	12	13	14	15	16	8	2	3	4	5	6	8	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	September 2		November 28		December 25		January 1		January 20		April 18		May 26	
	(Student Days)	21	19	20	21	22	23	7	23	24	25	26	27	23	24	25	26	27	28	23	24	25	26	27	23	24	25	26	27	September 2		November 28		December 25		January 1		January 20		April 18		May 26	



Holidays



Vacation Period,
Holiday, or other
non-working day



Non-student day

183 Student Days
(Includes __ half-days)

186 Teacher Days
(Includes __ half-days)

August 26 First Student Day

June 10 Last Student Day

August 22 First Teacher Day

June 11 Last Teacher Day

