

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



*Monashores Public Schools*

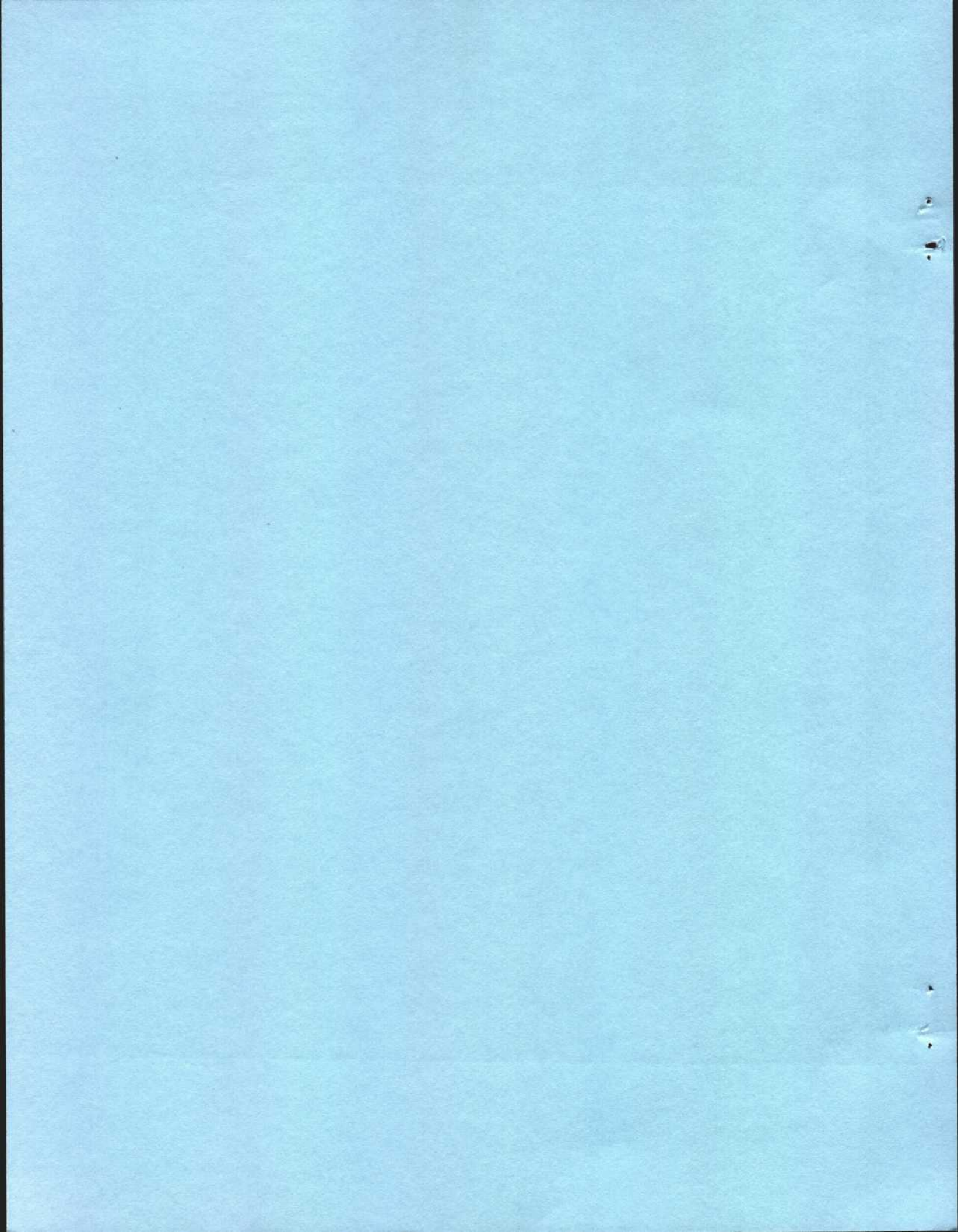
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August 26, 1993 - August 25, 1996

MONA SHORES PUBLIC SCHOOL DISTRICT  
 Norton Shores, Michigan

"In Monashores, 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 3379, 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 terms 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. Within thirty (30) days of the beginning of their employment hereunder, any teacher may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. For teachers under continuing membership and those delivering their authorization during orientation, the Board shall deduct one-tenth of such dues from the first regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year. Deduction for teachers delivering their authorization after orientation shall be appropriately prorated to complete payment by the following June.
302. The Board, upon written authorization of any individual teacher, shall deduct payments for the payment of insurance, credit union, MEA-PAC/NEA-PAC contributions, and annuities for which the individual teacher is to be charged.
303. 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.

304. 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.

#### 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)	8:15 A.M. - 3:20 P.M.
Middle School (6 through 8)	7:45 A.M. - 2:50 P.M.
High School (9 through 12)	7:30 A.M. - 2:45 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 conferences, 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 be 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 be five 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, teachers shall have at least fifty (50) minutes of preparation time per week scheduled within the standard work time for 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. This preparation time shall be in time blocks of at least twenty (20) minutes in length. In the event a teacher suffers a loss of preparation time as a result of a substitute not having been obtained, the teacher shall be paid Fifteen Dollars (\$15.00) 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.

407. Elementary teachers shall not be assigned to supervise more than 75 recess periods over the school year. If a teacher is assigned more than 75, he/she shall be paid Five Dollars (\$5.00) for each period assigned over 75.

## 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, chorus and typing classes 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.

$$\frac{\text{Teacher's annual salary schedule amount (including longevity)}}{\text{applicable class size limit}} \times \frac{1}{\text{\# of student days on school calendar}} \times \frac{\text{\# of students in excess of maximum class limits}}{\text{\# of students in excess of maximum class limits}} \times \text{membership days in class}$$

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, IEPC 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 IEPC shall have the option of attending and participating in the IEPC. When an IEPC is going to consider mainstreaming a handicapped person, 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 IEPC.
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 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. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and posting a copy of the notice in every school building. The posting shall indicate the position open and the school building in which the job is located. The posting shall remain up 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 for the position.
702. 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.
703. In filling such vacancies the following rules shall govern:

- 703.1 Any vacancy occurring after the fourth Friday of September shall be posted 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 703.4.
- 703.2 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, the Board may fill the position from any source.
- 703.3 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.
- 703.4 "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.
704. 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 703.4.
705. 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.
706. 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
  - 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 unrequested 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,
  - 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 use such force 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.
- 1002. The performance of all tenure teachers shall be evaluated every other year beginning with the first tenure year. The Administration will establish a pattern for evaluating approximately one-half of each building's tenure teachers per year.

An unsatisfactory evaluation necessitates another evaluation the following year, provided the teacher remains employed.

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 administrator's 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, a 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 calendar days.

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 steps 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 reduce the grievance to writing together with a proposed solution thereto and shall deliver a copy of the grievance to the designated representative of the Board and to the designated representative of the Association. 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 four (4) 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.

1203.2 Step Two. In the event the grievance is not satisfactorily resolved at Step One, 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 twelve (12) 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 three (3) 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.

1203.3 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 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.

1203.4 Step Four. 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 Board's 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, alter 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 Board's 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 1 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 Board's 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 1 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 receive 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 Employer's compliance with this subsection 1404.3.

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 U.S. 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 certified and 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 properly 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, acts through its administrative staff.



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 1993-94 school year, the base salary shall be \$26,587.
- (b) Commencing with the beginning of the 1994-95 school year, the base salary shall be \$27,385.
- (c) Commencing with the beginning of the 1995-96 school year, the base salary shall be \$28,344.
- (d) A teacher on the BA column of the salary schedule who has completed the semester hours required for his/her continuing or professional education certificate (or equivalent certificate: Permanent, Life, Full Vocational Authorization, Occupational Education Certificate, etc.) shall receive an additional Two Hundred Dollars (\$200) for each course, up to three (3) courses each year, successfully completed toward an approved Master degree program. To be eligible for payment in any given school year, the course must be completed prior to the start of the immediately succeeding school year.

Verification of successful completion of the course must be made to the Personnel Office. 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 93/186 to receive a half step or 186/186 to receive a full step.

- (d) 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 earned 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) 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.

MONA SHORES SCHOOL DISTRICT  
SCHEDULE I SALARY INDEX

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</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  
1993-94 SALARY SCHEDULE**

STEP	BA	MA	MA+30
1	26,587	27,603	28,767
2	27,119	28,379	29,977
3	28,767	30,463	32,614
4	29,807	31,745	34,045
5	30,921	33,101	35,547
6	32,106	34,529	37,121
7	33,367	36,031	38,767
8	34,675	37,581	40,487
9	36,031	39,179	42,279
10	37,434	40,824	44,142
11	38,886	42,521	46,081
12	40,388	44,265	48,088
13	41,938	46,054	50,170

**LONGEVITY PAY - PER SECTION 1704**

**Mona Shores Years**

15-19	\$ 532
20-24	\$1,063
25 +	\$1,595

**Additional 1% = \$266**



**MONA SHORES SCHOOL DISTRICT  
1994-95 SALARY SCHEDULE**

STEP	BA	MA	MA+30
1	27,385	28,431	29,631
2	27,933	29,231	30,877
3	29,631	31,378	33,593
4	30,701	32,698	35,066
5	31,849	34,094	36,614
6	33,070	35,565	38,235
7	34,368	37,112	39,930
8	35,716	38,709	41,702
9	37,112	40,355	43,548
10	38,558	42,050	45,467
11	40,053	43,797	47,464
12	41,601	45,593	49,531
13	43,197	47,436	51,675

**LONGEVITY PAY - PER SECTION 1704**

**Mona Shores Years**

15-19	\$ 548
20-24	\$1,095
25 +	\$1,643

**Additional 1% = \$274**

MONA SHORES SCHOOL DISTRICT  
1995-96 SALARY SCHEDULE

STEP	BA	MA	MA+30
1	28,344	29,427	30,668
2	28,911	30,254	31,958
3	30,668	32,477	34,770
4	31,776	33,843	36,294
5	32,964	35,288	37,896
6	34,228	36,810	39,574
7	35,572	38,412	41,328
8	36,966	40,064	43,162
9	38,412	41,768	45,073
10	39,908	43,522	47,060
11	41,456	45,331	49,126
12	43,057	47,190	51,266
13	44,710	49,097	53,485

LONGEVITY PAY - PER SECTION 1704

Mona Shores Years

15-19	\$ 567
20-24	\$1,134
25 +	\$1,701

Additional 2% = \$567

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

1993-94 \$24,215

1994-95 \$24,941

1995-96 \$25,814

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1702.5

HIGH SCHOOL POSITIONS

Percentage of Supplemental Base Salary

ATHLETIC	Steps:	1	2	3	4	5
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Faculty Manager (plus one hour)		15.5	16.5	17.5	18.5	19.5
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<b>Baseball</b>					
Varsity Coach	10.0	11.0	12.0	13.0	14.0
Junior Varsity Coach	7.0	7.5	8.0	8.5	9.0
Freshman Coach	6.5	7.0	7.5	8.0	8.5
<b>Basketball (boys and girls)</b>					
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
<b>Cheerleading (per season)</b>					
Varsity Coach	5.0	5.5	6.0	6.5	7.0
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
<b>Cross Country Coach</b>					
	6.5	7.0	7.5	8.0	8.5
<b>Football</b>					
Varsity Coach	15.5	16.5	17.5	18.5	19.5
Assistant Varsity Coach	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
<b>Golf (boys and girls) Coach</b>					
	6.5	7.0	7.5	8.0	8.5
<b>Gymnastics</b>					
Coach	10.0	11.0	12.0	13.0	14.0
Assistant Coach	6.5	7.0	7.5	8.0	8.5
<b>Pom Pon Advisor</b>					
	4.0	4.5	5.0	5.5	6.0
<b>Soccer</b>					
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
<b>Softball</b>					
Varsity Coach	9.0	10.0	11.0	12.0	13.0
Junior Varsity Coach	6.5	7.0	7.5	8.0	8.5
<b>Tennis (boys and girls)</b>					
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



<b>Track (boys and girls)</b>					
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
<b>Volleyball</b>					
Varsity Coach	10.5	11.5	12.5	13.5	14.5
Junior Varsity Coach	7.0	7.5	8.0	8.5	9.0
Freshman Coach	7.0	7.5	8.0	8.5	9.0
<b>Wrestling</b>					
Varsity Coach	11.5	12.5	13.5	14.5	15.5
Junior Varsity Coach	7.5	8.0	8.5	9.0	9.5

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1702.6

**HIGH SCHOOL POSITIONS**

**Percentage of Supplemental Base Salary**

**NON-ATHLETIC**

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**Class**

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

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Drama Advisor (per play)	7.5
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**Debate**

Head Advisor	15.0
Assistant Advisor	6.0

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**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
Guidance Director	7.0
Honor Society Advisor	5.0

Music

Middle School/Senior High Band/ Instrumental Music	Senior Director	14.0
	1st Assistant	6.0
	2nd Assistant	4.0
Middle School/Senior High Vocal Music	Senior High Director	14.0
	Senior High Assistant	8.0
	Middle School Director	6.0
K-12 Strings	Senior Director	7.0
	Assistant Director	3.0

Publications	Steps:	1	2	3	4	5
Newspaper Advisor (Sailors Log) (plus one hour as now used)		8.0	8.5	9.0	9.5	10.0
Yearbook Advisor (plus one hour as now used)		8.0	8.5	9.0	9.5	10.0

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1702.7

MIDDLE SCHOOL POSITIONS

Percentage of Supplemental Base Salary

ATHLETIC

Steps: 1 2 3 4 5

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Athletic Coordinator	10.0	10.5	11.0	11.5	12.0
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Basketball (Boys and Girls)

8th Grade Coach	7.5	8.0	8.5	9.0	9.5
7th Grade Coach	7.5	8.0	8.5	9.0	9.5
Assistant (Boys)	6.5	7.0	7.5	8.0	8.5

Cheerleading (per year)	6.0	6.5	7.0	7.5	8.0
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Football

Coach	8.0	8.5	9.0	9.5	10.0
Assistant Coach	7.0	7.5	8.0	8.5	9.0

<b>Track (Boys and Girls)</b>					
Coach	7.0	7.5	8.0	8.5	9.0
Assistant Coach	6.0	6.5	7.0	7.5	8.0
<b>Volleyball</b>					
8th Grade Coach	7.5	8.0	8.5	9.0	9.5
7th Grade Coach	7.5	8.0	8.5	9.0	9.5
Assistant	6.5	7.0	7.5	8.0	8.5
<b>Wrestling</b>					
Coach	7.5	8.0	8.5	9.0	9.5
Assistant Coach	6.5	7.0	7.5	8.0	8.5

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1702.8

**MIDDLE SCHOOL POSITIONS**

**Percentage of Supplemental Base Salary**

**NON-ATHLETIC**

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Department Head (6 position limit)	4.0
Drama Advisor (per play)	5.0
Student Congress	5.0
Yearbook Advisor	5.0

**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 a one percent (1%) increase in longevity pay in the 1993-94 and 1994-95 school years and a two percent (2%) increase in longevity pay in the 1995-96 school year. 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.

Increased longevity pay may be earned as follows:

<u>School Year</u>	<u>Date Plan Must Be Submitted</u>	<u>Other Requirements</u>
1993-94	May 3, 1994	Plan must be in place before June 1, 1994
1994-95	May 3, 1994	Plan must be in place before June 1, 1994, and teacher must earn two (2) points between June 1, 1994 and May 31, 1995
1995-96	May 1, 1995	Plan must be in place before June 1, 1995, and teacher must earn four (4) points between June 1, 1995 and May 31, 1996

#### 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).
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 be at least the equivalent of one (1) semester hour of course work (16 hours) for each point earned.
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.
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.

### (b) Participation in special in-district school programs and committee work equal to or more than one (1) semester hour of course work (16 hours) for each point earned:

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 school's parent-teacher organization.

### (c) Teaching Creatively (with approval of immediate 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);
2. A district-adopted cost-savings idea from the teacher;
3. One (1) home visit to at least twelve (12) students in the class;
4. a. Make one positive contact (home visit, handwritten personal note or telephone call) with the parents of each student (elementary and sixth grade homeroom);  
b. Make one positive contact (home visit, handwritten personal note or telephone call) with the parents of thirty-five (35) students (secondary);
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.

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's 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 last professional employment of the immediate past year, up to 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 doctor's 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 diem 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 June, 19\_\_\_\_, you have an accumulation of \_\_\_\_\_ days sick leave and \_\_\_\_\_ days unused personal leave. With ten (10) days added for this year, you have total of \_\_\_\_\_ days.

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

Principal \_\_\_\_\_

\_\_\_\_\_  
Employee's 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) school days to attend to matters resulting from a death in his/her immediate family or to attend to matters resulting from the 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) school days to attend to matters resulting from 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 cannot 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 illness 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 under 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 teacher's 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. It is further provided that:



- 1806.1 Two one-year extensions will be granted at the request of the teacher. The Board may grant or deny, at its discretion, additional one-year extensions upon 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 In the event of the death of the object child of the leave, 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 one (1) day per year for personal business shall be compensated for by payment of the contractual salary. A second personal business leave day will be granted to any teacher who worked ninety (90) or more student days at the District and used two (2) or less sick leave days the previous school year.
- 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.
- (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 sixty (60) 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 sixty (60) 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 sixty (60) 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.

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) A teacher called to active emergency duty of limited service in the National Guard shall be paid an amount equal to the difference between his/her 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 you wish 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 teacher 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

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

ARTICLE 1900

INSURANCE PROTECTION

1901.1 HEALTH INSURANCE

The Board shall provide, to each teacher who elects to enroll, MESSA Super Med I 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. Each full time teacher who elects to enroll for any Health Insurance coverage shall pay the first Two Thousand Dollars (\$2,000) in premium costs per insurance year (October 1 - September 30), to be paid at the rate of \$166.67 for each month of elected coverage. 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 SM I full family monthly premium rate times the percentage that equals the teacher's 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 teacher's 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.

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 (60% Class I, 60% Class II, 60% Class III), including Internal and External Coordination of Benefits.

1901.4 VISION INSURANCE

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

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 If the cost is less, the health, life, dental, vision and long term disability insurance will be packaged into a MESSA-PAK and the dollars saved will be used to improve the dental (1901.3) and/or life (1901.2), as determined by the Association.

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 teacher's monthly salary to age sixty-five (65). A teacher's "monthly salary" shall be determined by dividing the teacher's 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 Monthly 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 retirement 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 employee's 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 benefits 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 individual's contract year, following commencement of "benefit payment." The maximum annual increase would be three percent (3%) of the plan's basic benefit, based on the Consumers Price Index.

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

The Monthly Income Benefit payable during the insured's 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 insured's "basic annual earnings" divided by twelve (12), unless ten percent (10%) of the insured's "basic annual earnings" 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>Yearly Payment</u>
	58 or less	\$5,000	\$1,200
	59 - 61	\$4,000	\$1,000
	62 - 64	\$3,000	\$1,000

2002.2 In addition to the above, a teacher electing to retire under the provisions of this Article shall receive payment of Ten Dollars (\$10) 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 yearly payment shall be made each year thereafter on the same date.

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

2003.2 A teacher who retires under 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 Med 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 SM I 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.

#### 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 Fifteen Dollars (\$15.00).
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 student's 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., tracheostomy care/suctioning, toileting, etc.) related to the students' conditions.
- 2202.2 The teacher shall be informed of and instructed in the emergency measures 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 terms 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  
SCHOOL CALENDARS

2401. 1993-94 SCHOOL CALENDAR FOR MONA SHORES SCHOOLS

AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
2	3	4	5	6			1	2	3					1
9	10	11	12	13	[6]	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15
23	24	25	26	27	20	21	22	23	24	18	19	20	21	22
<30>	31				27	28	29	30		25	26	27	28	29

NOVEMBER					DECEMBER					JANUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5			1	2	3	3	4	5	6	7
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14
15	16	17	18	19	13	14	15	16	17	17	18	19	20	21
22	23	24	[25	26]	20	21	22	[23	24	24	25	26	27	28
29	30				27	28	29	30	31]	31				

FEBRUARY					MARCH					APRIL				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4		1	2	3	4					[1
7	8	9	10	11	7	8	9	10	11	4	5	6	7	8]
14	15	16	17	[18]	14	15	16	17	18	11	12	13	14	15
[21]	22	23	24	25	21	22	23	24	25	18	19	20	<21>	22
28					28	29	30	31		25	26	27	28	29

MAY					JUNE						
M	T	W	T	F	M	T	W	T	F		
2	3	4	5	6			1	2	3	Sept. 6	Labor Day
9	10	11	12	13	6	7	8	9	<10>	Nov. 25	Thanksgiving
16	17	18	19	20	13	14	15	16	17	Dec. 25	Christmas
23	24	25	26	27	20	21	22	23	24	Jan. 1	New Year's Day
[30]	31				27	28	29	30		Apr. 1	Good Friday
										May 30	Memorial Day

KEY: [ ] = Vacation/Holiday/or Other Non-Working Day; <> = Non-Student Day

TEACHER DAYS: First - August 30, 1993    Last - June 10, 1994    Total - 186  
STUDENT DAYS: First - August 31, 1993    Last - June 9, 1994    Total - 183

2402. 1994-95 SCHOOL CALENDAR FOR MONA SHORES SCHOOLS

AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5				1	2	3	4	<5>	6	7
8	9	10	11	12	[5]	6	7	8	9	10	11	12	13	14
15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	19	20	21	22	23	24	25	26	27	28
<29>	30	31			26	27	28	29	30	31				

NOVEMBER					DECEMBER					JANUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4				1	2	2]	3	4	5	6
7	8	9	10	11	5	6	7	8	9	9	10	11	12	13
14	15	16	17	18	12	13	14	15	16	16	17	18	19	20
21	22	23	[24	25]	19	20	21	[22	23	23	24	25	26	27
28	29	30			26	27	28	29	30	30	31			

FEBRUARY					MARCH					APRIL				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3			1	2	3	[3	4	5	6	7]
6	7	8	9	10	6	7	8	9	10	10	11	12	13	14
13	14	15	16	[17]	13	14	15	16	17	17	18	19	20	21
[20]	21	22	23	24	20	21	22	23	24	24	25	26	27	28
27	28				27	28	29	30	31					

MAY					JUNE						
M	T	W	T	F	M	T	W	T	F		
1	2	3	4	5				1	2	Sept. 5	Labor Day
8	9	10	11	12	5	6	7	8	<9>	Nov. 24	Thanksgiving
15	16	17	18	19	12	13	14	15	16	Dec. 25	Christmas
22	23	24	25	26	19	20	21	22	23	Jan. 1	New Year's Day
[29]	30	31			26	27	28	29	30	Apr. 14	Good Friday
										May 29	Memorial Day

KEY: [ ] = Vacation/Holiday/or Other Non-Working Day; <> = Non-Student Day

TEACHER DAYS: First - August 29, 1994    Last - June 9, 1995    Total - 186  
 STUDENT DAYS: First - August 30, 1994    Last - June 8, 1995    Total - 183

2403. 1995-96 SCHOOL CALENDAR FOR MONA SHORES SCHOOLS

AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4					1	2	3	4	5	6
7	8	9	10	11	[4]	5	6	7	8	9	10	11	12	13
14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
<28>	29	30	31		25	26	27	28	29	30	31			

NOVEMBER					DECEMBER					JANUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3					1	1	2]	3	4	5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19
20	21	22	[23	24]	18	19	20	21	[22	22	23	24	25	26
27	28	29	30		25	26	27	28	29	29	30	31		

FEBRUARY					MARCH					APRIL				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2					1	[1	2	3	4	5]
5	6	7	8	9	4	5	6	7	8	8	9	10	11	12
12	13	14	15	[16]	11	12	13	14	15	15	16	17	<18>	19
[19]	20	21	22	23	18	19	20	21	22	22	23	24	25	26
26	27	28	29		25	26	27	28	29	29	30			

MAY					JUNE					HOLIDAYS				
M	T	W	T	F	M	T	W	T	F					
		1	2	3						Sept. 4	Labor Day			
6	7	8	9	10	3	4	5	6	<7>	Nov. 23	Thanksgiving			
13	14	15	16	17	10	11	12	13	14	Dec. 25	Christmas			
20	21	22	23	24	17	18	19	20	21	Jan. 1	New Year's Day			
[27]	28	29	30	31	24	25	26	27	28	Apr. 5	Good Friday			
										May 27	Memorial Day			

KEY: [ ] = Vacation/Holiday/or Other Non-Working Day; <> = Non-Student Day

TEACHER DAYS: First - August 28, 1995    Last - June 7, 1996    Total - 186

STUDENT DAYS: First - August 29, 1995    Last - June 6, 1996    Total - 183



2404. 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.
2405. 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 one's 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.
2406. The parties recognize that agreement has not been reached on a procedure for rescheduling student days to meet the minimum state requirement in the event that conditions beyond the control of the Board of Education force the closing of programs and services operated by the Mona Shores School District.

The parties also recognize that the District will be affected by MCLA 388.1701(3) (4) of the State School Aid Act, as amended by PA 239 of 1984.

In the event that the minimum number of days to receive full State Aid for pupil instruction cannot be met without the addition of days to the calendar, the parties agree to negotiate the rescheduling of those days or any other acceptable solution. It is understood that the agreed upon calendar may have to be altered as a result of such bargaining and compliance with the above cited state statutes.

#### ARTICLE 2500

##### DURATION AND TERMINATION

2501. This Agreement is effective commencing with August 26, 1993 and shall continue until midnight August 25, 1996, at which time it shall terminate whether or not any notice of termination has been served on either party by the other.
2502. Commencing no later than April, 1996, the parties shall meet and arrange for negotiations of the next collective bargaining agreement.
2503. All provisions of the Agreement shall be fully retroactive as if the Agreement would have been in effect on August 26, 1993, with the exception of Section 1807.2(b), which will become effective with the start of the 1994-1995 school year, and Sections 406 and 2102, which shall take effect upon ratification of the contract.

VALIDATION OF THE CONTRACT

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

Board of Education of the District of Mona Shores:

By: [Signature] \_\_\_\_\_ President

By: Kenneth J. Walcott \_\_\_\_\_ Superintendent

Date Ratified: March 8, 1994

Mona Shores Teachers' Education Association, MEA-NEA:

By: [Signature] [Signature] \_\_\_\_\_ President

By: Larry Medema \_\_\_\_\_ Secretary

By: Bill Barnes \_\_\_\_\_ PN Chairperson

Date Ratified: March 8, 1994

Letter of Understanding #1

MASTER AGREEMENT  
BETWEEN  
MONA SHORES BOARD OF EDUCATION  
AND  
MONA SHORES TEACHERS' EDUCATION ASSOCIATION, MEA-NEA

Re: Health Insurance Salary Reduction Plan

The parties do hereby agree to the following attachments:

1. Health Insurance Salary Reduction Plan
2. Summary of Benefits
3. Salary Reduction Agreement and Benefit Election Form
4. Amendment to Salary Reduction Agreement
5. Board of Education Resolutions

MONA SHORES SCHOOLS

By: Kep Wals

Date: 5/5/94

MONA SHORES TEACHERS'  
EDUCATION ASSOCIATION, MEA-NEA

By: [Signature]

Date: 5/5/94

Letter of Understanding #2

MASTER AGREEMENT  
BETWEEN  
MONA SHORES BOARD OF EDUCATION  
AND  
MONA SHORES TEACHERS' EDUCATION ASSOCIATION, MEA-NEA

Re: Articles 700 & 800

The parties agree that, when dealing with the assignment of teachers, prior to posting a vacancy according to Section 701 or initiating a transfer according to Section 805, the following steps may be taken, unless it will result in the layoff, reduction in hours, continuation of layoff, or displacement of another teacher:

1. Written notice of the situation will be provided to all teachers in the building and to the Association.
2. 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.
3. If an agreement cannot be reached within the building, the matter will be resolved according to the procedures in Article 700 (Vacancies) and/or Article 800 (Transfers).

No teacher will lose any advantages that he/she is entitled to under the contract due to the application of this Letter of Understanding.

MONA SHORES SCHOOLS

By: Kurt Walter

Date: 5/5/94

MONA SHORES TEACHERS'  
EDUCATION ASSOCIATION, MEA-NEA

By: Donald Henry

Date: 5/5/94

Letter of Understanding #3

MASTER AGREEMENT  
BETWEEN  
MONA SHORES BOARD OF EDUCATION  
AND  
MONA SHORES TEACHERS' EDUCATION ASSOCIATION, MEA-NEA

Re: Elementary Parent-Teacher Conferences

The parties recognize that the involvement of parents in their child's education is necessary if the child is to succeed. Communication between parents and teachers is a vital component of parental involvement.

In order to facilitate parent-teacher communication, the District will work with elementary teachers to provide the opportunity for meaningful teacher conferences. For example: A teacher shall be granted compensatory time equal to the time spent in second semester elementary parent-teacher conferences that, with the approval of the school principal, are held outside of the school day.

MONA SHORES SCHOOLS

By: K. Walen  
Date: 5/5/94

MONA SHORES TEACHERS'  
EDUCATION ASSOCIATION, MEA-NEA

By: Donald H. Hardy  
Date: 5/5/94



Letter of Understanding #4

MASTER AGREEMENT  
BETWEEN  
MONA SHORES BOARD OF EDUCATION  
AND  
MONA SHORES TEACHERS' EDUCATION ASSOCIATION, MEA-NEA

Re: "Schools of Tomorrow"

At the direction of the Board of Education, the Administration and interested members of the bargaining unit will meet to discuss plans for an experimental/alternative educational program ("Schools of Tomorrow") for the purpose of piloting restructures/ reformed methods of delivering instruction. If the Board and the Association mutually agree with the committee's recommendations, they will be implemented.

MONA SHORES SCHOOLS

By: Kurt Walden

Date: 5/5/94

MONA SHORES TEACHERS'  
EDUCATION ASSOCIATION, MEA-NEA

By: Paul M. Henley

Date: 5/5/94

Letter of Understanding #5

MASTER AGREEMENT  
BETWEEN  
MONA SHORES BOARD OF EDUCATION  
AND  
MONA SHORES TEACHERS' EDUCATION ASSOCIATION, MEA-NEA

Re: Performance Bonuses

It is agreed by the parties that a committee will be established to consider the issue of awarding performance bonuses to teachers, effective with the 1994-95 school year. In the event that the committee recommends its implementation, the Board shall allocate \$10,000 each year of the Agreement to be distributed to no more than twenty (20) staff members. The committee shall be composed of an equal number of teachers and administrators appointed by the respective parties and shall not exceed six (6) people. The committee shall hold its first meeting no later than November 1, 1994.

MONA SHORES SCHOOLS

By: K. J. Walcott  
Date: 5/5/94

MONA SHORES TEACHERS'  
EDUCATION ASSOCIATION, MEA-NEA

By: Donald M. Hurley  
Date: 5/5/94

Letter of Understanding #6

MASTER AGREEMENT  
BETWEEN  
MONA SHORES BOARD OF EDUCATION  
AND  
MONA SHORES TEACHERS' EDUCATION ASSOCIATION, MEA-NEA

Re: Supplemental Salaries

The parties will jointly establish a committee to periodically review and monitor Supplemental Salaries (Section 1702). The committee will be composed of one representative selected by the Board, one representative selected by the Association, and two persons holding supplemental positions (one athletic and one non-athletic) jointly selected by the Board's and the Association's representatives. If the Board and the Association mutually agree with the committee's recommendations, they will be implemented.

MONA SHORES SCHOOLS

By: Kenneth J. Walden

Date: 5/5/94

MONA SHORES TEACHERS'  
EDUCATION ASSOCIATION, MEA-NEA

By: Bill Barnes

Date: 5/5/94



MONA SHORES SCHOOL DISTRICT  
STANDARD EVALUATION FORM

Teacher \_\_\_\_\_ Assignment \_\_\_\_\_  
 First Middle Last Area or Grade Building

Evaluation Period \_\_\_\_\_ Total Years of Experience \_\_\_\_\_

Evaluator \_\_\_\_\_ Title \_\_\_\_\_

Evaluatee Status This Year: \_\_\_First \_\_\_Second \_\_\_Third Year Probation \_\_\_Tenure

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

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

II. PROFESSIONALISM

- |  |   |   |   |    |
|--|---|---|---|----|
| A. Professional Growth (travel, graduate classes, reading, conferences, etc.)<br>Comments: | 1 | 2 | 3 | NJ |
| B. Staff Relationships<br>Comments:  | 1 | 2 | 3 | NJ |
| C. Relations With Parents<br>Comments:   | 1 | 2 | 3 | NJ |

II. PROFESSIONALISM (continued)

D. Follows School Policy . 1 2 3 NJ

Comments:

E. Ethics 1 2 3 NJ

Comments:

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.

KEY

Distribution: White - Personnel Office  
Yellow - Teacher  
Pink - Evaluator

Rating Code: 1 - Satisfactory  
2 - Needs Improvement  
3 - Unsatisfactory  
NJ - Not Judged





# MONA SHORES PUBLIC SCHOOLS

APPENDIX B



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

65

\_\_\_\_\_  
Teacher Signature Date

\_\_\_\_\_  
Supervisor Signature Date

c Personnel File  
Staff Member  
Principal (Supervisor)

The performance of \_\_\_\_\_  
duties has been satisfactory this school year.

