

# MASTER AGREEMENT

BETWEEN THE

ROGERS CITY AREA SCHOOLS BOARD OF  
EDUCATION

AND THE

NORTHERN MICHIGAN EDUCATION  
ASSOCIATION/MEA/NEA

2022-2025

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## Table of Contents

<u>Article</u>	<u>Page</u>
1. Recognition	1
2. Payroll deductions	2
3. Association and teacher rights	3
4. Board rights	6
5. Professional compensation	7
6. Teaching hours	10
7. Teaching conditions	12
8. Vacancies and transfers	15
9. Leave of absence and sick leave	16
10. Insurance	19
11. Evaluation of teachers	22
12. Protection of teachers	23
13. Miscellaneous provisions	24
14. Grievance procedure	26
15. Employee Status	29
16. Seniority	30
17. Calendar	32
18. Special conferences	33
19. Duration of agreement	34
Appendix a salary schedule	35
Appendix b extracurricular salaries	36
2022-2023 District Calendar	41

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## ARTICLE 1

### RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, the Board of Education of the Rogers City Area Schools (hereinafter referred to as the Board) recognizes the Northern Michigan Education Association RCEA/MEA/NEA (hereinafter referred to as the Association) as the exclusive bargaining agent for all licensed or non-certified personnel assigned to the regularly scheduled K-12 day, including personnel on tenure and probation, classroom teachers, guidance counselors and media specialists.

Excluded from the unit are all others such as but not limited to the Superintendent, Business Manager, principals, all custodial personnel, cafeteria, transportation, student employees, and substitutes.

- B. The term teacher or bargaining unit member when used hereinafter in the Agreement shall refer to all employees within the bargaining unit as above defined.

## ARTICLE 2

### PAYROLL DEDUCTIONS

- A. Each teacher may voluntarily join the Association and pay membership dues in accordance with the Association's policies and procedures. The employer shall not deduct dues.
- B. Upon request from the Association, the employer will provide annually the current salary step information for each employee. The District shall notify the Association President at the time new teachers are hired and assigned responsibilities by the district.
- C. All credit union, MEA Financial Services, other annuities, or other payroll deductions shall be transferred to the appropriate agency within seven (7) working days of being withheld.
- D. The Association agrees to indemnify and save the school district, the Board and including each individual school board member, and administrative staff harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative costs that may raise out of or by reason of, action by the Board for the purpose of complying with bargaining unit information.

The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by a court or tribunal.
2. The Association has the right to choose the legal counsel to defend any said suit or action.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

## ARTICLE 3

### ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Public Employment Relations Act, Michigan Compiled Laws 423.201 *et seq.*, the Board hereby agrees that every teacher shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection or to refrain from such activities.

The Board Association undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States or refrain from membership.

The Board and Association will not discriminate against any bargaining unit member with respect to wages, hours or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in any activities of the Association, negotiations with the Board or his/her institution of any grievance.

No provisions of this contract will discriminate against a person because of the reasons of race, sex, age, religion, marital status, disability unrelated to the ability to perform duties, or residence.

- B. Subject to administration approval, the Association and its members shall have the right to use a room within the school building to transact official Association business when this room is not previously scheduled for other events during non-work hours.
- C. No bargaining unit member shall be prevented from or required to wear insignia, pins or other identification of membership in the Association either on or off school premises.

The bargaining unit members shall have available to them at the Board's expense, a bulletin board within their lounge for the dissemination of Association materials plus the use of inter and intra-building communication systems, at no cost to the school district. The school district assumes no responsibility for the Association's use of the communications system.

- D. The Board agrees to furnish to the Association, in response to reasonable written request from time to time, all readily available information concerning collective bargaining and the process of grievances but will not be obligated to compile statistical information, which has not been previously compiled to conform to the specifications of the Association. The Association shall reimburse the district

consistent with FOIA.

The Board agrees to make the Board agenda available to the Association.

- E. Religious or political activities or the lack thereof, shall not be grounds for any disciplinary action provided such activities do not occur while in the performance of employee responsibility or duty or impact the operation or efficacy of the district.
- F. A bargaining unit member shall at all times, upon request, be entitled to have present a representative of the Association during investigatory interview. The Association will receive notification of such meetings.
- G. Each bargaining unit member shall have the right, upon written request, to review the contents of his/her own personnel file, except for written recommendations and other documents which may be restricted under law. A representative of the Association may, at the bargaining unit member's request, accompany the bargaining unit member in this review.

Each bargaining unit member may insert into his/her file written comments regarding any charges, evaluations, reprimands or commendations within ten (10) days of receipt of the document.

- H. The bargaining unit member will have the right to attach a written response to a complaint placed in his/her file.
- I. Bargaining unit members shall be informed of a telephone number and/or a website address they must contact before 6:30 A.M. to report unavailability for work and a reserve contact telephone number for extenuating circumstances.

Once a bargaining unit member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

- J. Teachers may be released from their teaching assignments one (1) day per school year for professional growth days. These days must be scheduled in advance at a mutually agreeable time and are to be used for such purposes as attending conferences or visiting programs in other districts.

Teachers shall request use of professional growth days through their building principal, indicating the date and nature of the proposed activity. The district will not unreasonably withhold approval of requested professional growth days, but may require submission of a summary report of the activity after its completion. The district will pay the cost of necessary substitutes.

- K. At the beginning of every school year, the Association shall be credited with three

(3) days to be used by bargaining unit members who are officers or agents of the Association, with such use to be at the discretion of the Association.

The Association President shall notify the bargaining unit member's building principal no less than forty-eight (48) hours in advance of taking such leave.

An additional eight (8) days shall be made available to the Association within the above guidelines except that the Association shall reimburse the district the equivalent cost of a substitute teacher, for each of the eight (8) additional days used.

## ARTICLE 4

### BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the right to the executive management and administrative control of the school system and its properties, facilities and employees.
  
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the express and specific terms of this Agreement.

## ARTICLE 5

### PROFESSIONAL COMPENSATION

A. The salaries for teachers are set forth in Appendix A which is attached.

1. The salary levels established in Appendix A are based upon employment and work on a full day's schedule for a full school year. A teacher who works less than a full school year shall receive a prorated salary determined by the number of days scheduled to be worked to the number of days required for a full school year.

A teacher who works less than a full day's schedule shall receive a prorated salary determined by the number of hours scheduled to be worked to the number of hours in a full day's schedule.

2. Teachers with a split level (i.e., Middle School/Senior High) teaching assignment, will not receive additional compensation for extra minutes associated with different schedules. The teacher in such instances will have his/her non-instructional obligation(s) adjusted to offset for the additional instructional time (i.e., a reduction in the time under Article 6, TEACHING HOURS, (A) or (D), etc.).
3. Pay for assuming an ongoing extra secondary classroom teaching assignment during the regular school year (in lieu of a preparation period) shall be prorated according to the base pay of the teacher assigned, and the number of contracted workdays.
4. Additional time outside of the normal teacher work schedule associated with fulfilling statutory obligations or requirements shall not require additional compensation. Included is time spent by new teachers with mentors or in professional development activities as required by the Michigan School Code and time spent by teachers associated with individual development plans required under the Tenure Act.

B. Semester hours of credit after an MA degree and on an approved program leading to an advanced degree - \$15.00 per semester hour per year (up to and including 30 semester hours). The Superintendent and administration will be the judge on these hours.

Payment for semester credits earned toward placement on the salary schedule will be accepted for:

- Full year payment-Up to, and including, the first teaching day of the year
- ½ payment- Up to, and including, the first teaching day of the 2<sup>nd</sup> semester

Official transcripts, official course credit slips or official written communication from the institution offering the course(s) will be accepted as evidence of successful completion.

Credits earned must be acceptable for credit at the teacher training institution where the bargaining unit member is working on an advanced degree.

- C. Advancement from one step to the next shall be automatic upon completion of a full school year of employment with the Board.

For purposes of this paragraph only, a full school year of employment is defined as one school year in which the teacher actually works or is on paid leave (excluding time while receiving LTD insurance benefits) for one-half or more of the number of calendar duty days in the school year. Employees who actually work or are on paid leave (excluding time while receiving LTD insurance benefits) for less than one-half of the number of calendar duty days in the school year shall receive no credit for advancement on the salary schedule for that year.

All new teachers will be hired at the base step, provided, however, that the Board in its discretion may hire a new teacher at up to the second to the highest Step based upon that teacher's prior teaching experience in another school district.

- D. Military service after the start of the teaching career will count on schedule only if the teaching career is interrupted in this system.

- E. Pay Days - Teachers will have the opportunity to select between twenty-one (21) and twenty-six (26) pays per year

- F. The Board agrees to pay the following costs of approved educational conferences and professional growth days (to the extent budget monies are available). \*

1. Gas reimbursement to and from conferences but not to exceed a total of 800 miles; if school car is not available.
2. Lodging expenses while at the conferences;
3. Meals while going to and from the conference as well as while there; and
4. Fees for registration or attendance.

\*Conferences and professional growth days paid for from title monies will be reimbursed as approved and allowable by governmental guidelines.

- G. The Board agrees to pay compensation in the amount of \$25.00 per class period to bargaining unit members when the unit members fill in for another unit member during their unassigned preparation periods. A full class period as

utilized in this section will be sixty (60) minutes in duration. Prorated adjustments will be made for partial class periods and preparation periods of different duration.

- H. Employees who have taught for fifteen (15) or more years in the Rogers City Area Schools shall be paid 1.5% over their applicable step on the salary grid, commencing with the start of the first year after they have completed fifteen (15) years of service. This amount shall be increased to 3% commencing with the start of the year after they have completed twenty (20) years of service in Rogers City Area Schools.
- I. The Board will reimburse teachers for tuition subject to the following conditions:
  - 1. The maximum number of credits in a calendar year will be six (6).
  - 2. The classes must be graduate level from an accredited university with an education program and must have the prior written approval of the Superintendent.

The classes must have been acceptable if it had been taken initially toward the teacher's current teaching certificate or acceptable to the Michigan Department of Education toward an additional teaching certificate endorsement.

In submitting a request to the superintendent for approval, a copy of the course catalog description from the university must be incorporated along with any other information the teacher determines important to the request.

- 3.
  - a. No reimbursement will be made for classes which the State of Michigan requires in order for a teacher to obtain a professional education certificate.
  - b. If a class is required to maintain an existing valid Professional Education Certificate, the class will be reimbursed under the provisions of Section 4 below.
- 4. Payment will be made at the rate of seventy-five dollars (\$75.00) per credit hour and will be made only for credits in which a 3.0 or better grade is attained.

## ARTICLE 6

### TEACHING HOURS

- A. The bargaining unit member's normal on-duty hours shall be from ten minutes prior to the first bell and ten minutes after the dismissal bell.
- B. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of no less than thirty-five (35) minutes, and a scheduled conference/preparation period equal to the length of the normal class period during each workday for bargaining unit members assigned to grades 6-12. K-5 teachers will have a minimum of 225 minutes per week of prep time, in addition, elementary teachers will have duty free recess as the schedule allows.

In the event alternative scheduling is utilized at the secondary level, the above referenced conference/preparation provision will be reopened for negotiations.

- C. It is the responsibility of each bargaining unit member, as well as the Board, to provide the highest quality educational program practicable for every student in the school district. This includes:
  - 1. Careful daily preparation
  - 2. Attendance at staff meetings
  - 3. Digital contact with parents, and communication, will be conducted during school hours.
  - 4. In the event “back to school night” is scheduled for 6-12 parents and “PTO open house” for K-5 parents, dismissal for Christmas break will begin at 12:05 p.m.
  - 5. Bargaining unit members may leave school on Fridays and at the dismissal for breaks after departure of the buses.
  - 6. All bargaining unit members will report for parent-teacher conferences as set forth in the calendar in Appendix C.
  - 7. Provided that semester grades are completed, teachers may leave at 12:15 pm on the last two exam days of each semester, when students are dismissed at 12:05.
  - 8. Teachers may leave with students on the last day of school provided all work is completed.

- D. All bargaining unit members shall actively participate in student supervision throughout the day.
  
- E. In the event any provision of this Agreement creates a condition whereby there is insufficient student instructional time as required in Section 1284(1) of the Michigan School Code to meet the requirements set forth by the State of Michigan, the parties will meet to negotiate the necessary schedule changes to facilitate compliance.

## ARTICLE 7

### TEACHING CONDITIONS

- A. It is acknowledged that the primary duty and responsibility of the bargaining unit member is to teach and the organization of the school and the school day should be directed at ensuring that the bargaining unit member is primarily utilized to this purpose.
- B. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible. Any appreciable changes in past policy and practice relative to class size may be subject to the grievance procedure.
- C. For those bargaining unit members scheduled or authorized to travel between buildings, the Board shall reimburse mileage at the rate allowed by the Internal Revenue Service (IRS). These teachers shall be allowed sufficient time for commuting between buildings. This time shall be determined by the bargaining unit members involved and the administration at the beginning of each school year. This time shall not be considered "breaktime".
- D. The Board shall make available to each school a facility exclusively for lounge use.
- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.

The Board agrees at all times to keep the schools reasonably equipped and maintained.

- F. District telephones shall be made available to bargaining unit members for professional classroom use of a confidential nature.
- G. Teachers shall have reasonable access to their school building and work area for school business. Teachers requiring access during times when the custodial staff is not in the building should arrange access through the building principal. However, the teacher assumes responsibility to protect and secure the facilities and shall assume liability for breaches of security caused by their use and the board assumes no liability for the safety of the teacher during non-custodial

hours. Teachers desiring to use the facilities for non-business purposes shall obtain a building use permit as prescribed by the board policies.

- H.
  - 1. Any provision(s) of the District Improvement Plan (DIP) or applications there of affecting the wages, hours and/or other terms and conditions of employment of any bargaining unit member, must have written approval of the Association prior to being adopted and/or implemented where required under law.
  - 2. Participation by the employee on the committee(s) is voluntary.
- I.
  - 1. The parties recognize that whether any disabled student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors. Inclusive in these factors are proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the disabled student in the regular education classroom, access to consultative special education personnel and provisions for support personnel) and the reasonableness of the demands placed upon regular education classroom personnel (and the non-disabled students in those regular education classrooms).
  - 2. Any bargaining unit member who will be providing instructional or other services to a disabled student in a regular education classroom setting shall be invited, in writing, to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom.
  - 3. Before any bargaining unit member shall be directed to participate in an IEPC meeting, the teacher shall be provided with specific information regarding:
    - a. The Multi-disciplinary Evaluation Team (MET) and IEPC processes and the role and responsibilities of the teacher and other participants in the IEPC;
    - b. The special education program and related service options which might address the individual needs of any disabled student;
    - c. The parties recognize the extent to which a disabled student can participate in regular education programs and services and whether such participation can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the disabled student;

In implementing Least Restrictive Environment (LRE), the district shall assign disabled students to the buildings and classrooms that the students would normally attend if the students were not disabled. Having the assignment of such students shall be distributed among staff members as evenly as possible.

ARTICLE 8  
VACANCIES AND TRANSFERS

- A. An employee may request a change in assignment by notifying the Superintendent in writing by April 1 of each school year.
- B. A vacancy shall be defined for the purposes of this Agreement as:
  - a. the Board has determined a position exists that it wishes to fill, and
- C. Final authority to select and approve all personnel rests with the Board.

## ARTICLE 9

### LEAVE OF ABSENCE AND SICK LEAVE

- A. At the beginning of every school year, each bargaining unit member shall be credited with 10 sick leave days that may accumulate up to 100. These days encompass both family sick days and personal sick days.

Upon retirement from the district, employees who have accumulated sick leave, may turn them into the district in exchange for \$40 per day accumulated up to 100 days.

At the beginning of each school year, the district will contribute up to ten (10) sick days into the teacher's sick bank, if the bank is below ninety (90) days. This bank of days shall be drawn upon when any employee exhausts his/her sick leave days, and upon application to, and approval of, the Executive Team of the Association. The employee requesting use of the bank must provide the district and RCEA Executive Team with qualifying medical documentation. Thereafter, each employee will donate one half (1/2) of a sick day whenever the bank is reduced to fifteen (15) days, each of the donated days will be matched by the district. Employees can contribute to the bank additional days as they see fit. The Association agrees that it will not grant use of sick leave days from the sick bank to an employee who qualifies to be placed on long-term disability insurance and is receiving benefits therefrom.

- B. At the beginning of each school year, each bargaining unit member shall be credited with three (3) days to be used for personal business. A bargaining unit member planning to use a personal business leave day or days shall notify his/her principal/supervisor at least one (1) day in advance, except in cases of emergency. With the exception of the following items, a personal business day may be used for any purpose at the discretion of the bargaining unit member. Two (2) unused personal business days may be carried to the following year. The maximum number of personal days shall never exceed five (5).

Personal leave days shall, specifically, not be used for the following purposes:

1. Picketing or demonstrating of any sort.
2. An absence on the first or last day of any school year.
3. For an absence on any professional development day.
4. For work elsewhere.

Note: It is recognized that there may be unusual circumstances which would justify the use of a personal day on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions. Any granted exceptions would not be precedent setting and would not be included as part of

the grievance procedure.

Additional unpaid personal leave days may be granted upon approval of the Superintendent.

No more than two (2) teachers per building may apply for personal leave on any given day or days. The applications bearing the earliest dates will be those approved.

- C. If the employee is suspected of abusing paid sick leave benefits or a pattern of absenteeism, the district may require doctor verification for use of paid sick leave.
- D. The district's liability for compensation under Article 10, INSURANCE, will be reduced by the amount of Worker's Compensation for which the teacher is eligible.
- E. Leave of absence not deducted from sick leave days:
  - 1. When a teacher is called for court appearances as a witness or for jury duty, he shall receive regular pay, less amount received for jury pay. The Board retains the right to ask that the bargaining unit member be excused from jury duty. If the teachers is excused early, the teacher shall contact the principal about whether to return to work.
  - 2.
    - a. Each member of the bargaining unit shall be granted, at the beginning of each school year, up to three (3) days per death bereavement leave. Said bereavement leave may be used in connection with the death of a member of the bargaining unit member's family. Immediate family shall be interpreted as brother, sister, grandchildren, parent-in-law, grandparent, and similar step and in-law relatives. Each bargaining unit member will receive 1 day of funeral leave for someone other than the immediate family per year.
    - b. Five (5) days per death will be authorized in the event of the death of employee's spouse and, if needed, mother, father, son and daughter.
- F. An unpaid leave of absence may be granted to any bargaining unit member for the following reasons:
  - 1. For the purpose of childcare a bargaining unit member shall not receive the insurance benefits provided for under this Agreement unless required under the Family Medical and Leave Act (FMLA).
  - 2. Any bargaining unit member whose personal illness extends beyond the

period compensated for under Article 9A above, shall be granted a leave of absence without pay for a period of time not exceeding one (1) year.

The leave may be renewed each year upon a written request of the bargaining unit member, subject to approval of the Board.

Upon return from FMLA leave, a bargaining unit member shall be assigned to the same position, if available, or to a substantially equivalent position as provided by law.

3. A leave of absence may be granted for any purpose at the discretion of the Board. Upon return from leave, a bargaining unit member shall be assigned to the same position, if available, or to a substantially equivalent position.

A bargaining unit member on unpaid leave of absence shall not receive the district's subsidy payment for the benefits provided in Article 10, INSURANCE, of this Agreement unless required by the FMLA.

4. The Board reserves the right to institute procedures and policies for the implementation of the Family Medical and Leave Act of 1993 (Public Law 103-3), and further reserves the right to exercise all rights and options available to the Board in the implementation of procedures and policies as afforded in the Act and in 29 CFR Part 825, subject to the following:

In determining the amount of available unpaid leave time for eligible teachers, the amount of unpaid leave time which corresponds to the purposes for which unpaid leave is afforded by law, which was utilized in the preceding twelve (12) months, will be subtracted from the twelve (12) weeks of total unpaid leave time afforded under the Act. Eligible paid leave shall apply for FMLA.

Teachers must utilize available paid leave time authorized under the master contract which corresponds to the purposes for which unpaid leave time is afforded under the Act, prior to being placed on unpaid status.

If the employee fails to return from FMLA on their own violation, they shall reimburse the district for paid insurance.

5. Bargaining unit members who have been employed in the Rogers City Schools for at least five (5) years may be granted a sabbatical leave for up to one (1) year for study. Refer to School Code 1235 regarding Sabbatical Leaves. MCL 380.1235

ARTICLE 10

INSURANCE

A. The Board shall provide, to all full-time bargaining unit members, MESSA Insurance Plan A, Plan B or Plan C for a full twelve (12) month period commencing September 1 and ending August 31 for the bargaining unit member and his/her entire family.

The Board shall sign an employer participation agreement. Bargaining unit members not electing MESSA Plan A or Plan C will select the MESSA Plan B.

The Board will make a prorated payment of the premium for regular part-time employees or at the part-time employee's option, provide for fully paid Plan B. Any contribution amounts exceeding the district's subsidy shall be payroll deducted.

All other non-medical MESSA Plan A, B or C Benefits shall be fully paid by the Board, up to the state mandated cap.

Plan A and Plan C (for employees needing health insurance) effective July 1, 2022.

2022 STATUTORY CAPS FOR MEDICAL INSURANCE OF:

Single	\$608.70/mo. or \$7,304.51/year
Self + Spouse	\$1,273.00/mo. or \$15,276.01/year
Self + Child and Family	\$1,660.12/mo. or \$19,921.45/year

2023 STATUTORY CAPS FOR MEDICAL INSURANCE OF:

Single	\$616.62/mo. or \$7,399.47/year
Self + Spouse	\$1,289.55/mo. or \$15,474.60/year
Self + Child and Family	\$1,681.70/mo. or \$20,180.43/year

THE CAPS WILL BE ADJUSTED ANNUALLY BY THE STATE OF MICHIGAN AND APPLIED AS PER PLAN YEAR The District's contribution will increase/decrease pursuant to the statutory caps.

**Choices II \$500/\$1,000 Deductible, \$20 Office Visit (with Saver Rx Drug Card)**

Long Term Disability	66-2/3% of teachers current pay 60 calendar day modified
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	\$3,500 maximum freeze on offsets Alcoholism/drug addiction Mental/nervous same as any other illness
Delta Dental	(100/80/80:\$1,500)/ (80:\$2,000) 2 cleanings, sealants
Negotiated Life	\$50,000-AD&D
Vision	VSP3G

**Plan B (for employees not needing health insurance)**

Delta Dental	(80/80/80:\$1,500)/ (80:\$2,000) 2 cleanings, sealants
Vision	VSP3G
Negotiated life	\$50,000 AD&D
Long Term Disability	66-2/3% of teachers current pay same as above

**MESSA PAK Plan C (for employees needing health insurance)**

Health	MESSA ABC 1 HSA Plan \$1,400/\$3,650 HSA \$2,800/\$7,300 beginning January 2021 \$0 Office Visit ABC Rx Drug Card
Long Term Disability	Same As Plan A
Delta Dental	Same As Plan A
Negotiated Life	Same As Plan A
Vision	Same As Plan A

**MESSA PAK Plan D (for employees needing health insurance)**

Health	TBD by the EA and submitted to the district
Long Term Disability	Same As Plan A
Delta Dental	Same As Plan A
Negotiated Life	Same As Plan A

Cash under a qualified Section 125 Cafeteria Plan in accordance with the following schedule:

The Employer shall provide a cash option in lieu of health benefits. The cash amount shall be as follows: Five or less enrollees, \$150.00 per month; six or more enrollees, \$416.67 per month. The Employer shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The cash amount may be applied through a salary reduction agreement by the bargaining unit member towards a district supported annuity or an MEA Financial Services tax-deferred annuity. All cost pertaining to the implementation and administration of benefits under this program shall be borne by the Employer.

The Association may modify the insurance plan to other available MESSA plans to reduce employee contributions during the life of this contract.

- B. The member's premium contribution will be payroll deducted in equal bi-weekly amounts from the teacher's first twenty-one (21) or twenty-six (26) paychecks, and will not be subject to withholding provided compliance with applicable sections of the Internal Revenue Service Code.
- C. The Board will discontinue payment of insurance premiums for any teacher who voluntarily terminates employment and who has not yet completed his/her contractual obligation.
- D. Employees desiring additional coverage must pay the balance on an individual basis.
- E. Subject to the rules and regulations of the various insurance carriers, continuation of health care insurance coverage will be available for retired employees at their option and expense.
- F. In the event of the death of a bargaining unit member, the Employer shall continue payments of the applicable contributions for Plan A for the bargaining unit member's eligible dependents as defined by MESSA for the duration of the bargaining unit member's contract obligation or a minimum of three months, to begin on the first of the month following the date of death.

## ARTICLE 11

### EVALUATION OF TEACHERS

- A. The evaluation of the performance of each bargaining unit member in the school system is the responsibility of the administration as determined by Board policy.
- B. In the event that the bargaining unit member feels that his/her evaluation is incomplete or unjust, he/she may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file within ten (10) days of receipt of evaluation.
- C. The evaluation procedure and evaluation instrument will be given to teachers within two (2) weeks of the beginning of the school year.

The evaluation instrument will be redistributed to teachers when changed by the District.

## ARTICLE 12

### PROTECTION OF TEACHERS

While the primary responsibility for maintenance of classroom discipline rests with the teachers, the Board recognizes its responsibility to give support and assistance to teachers with respect to maintenance of control and discipline in the classroom. Whenever the child study team recommends, with the approval of the building principal, that a particular student requires the attention of special counselors, social workers, law enforcement personnel, or such other professional persons, the Board will take steps to relieve the teacher of these special responsibilities with respect to such students.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the district and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the district and the Association.
- B. Prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, and conditions of employment of teachers employed by the Board.
- C. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the district and the Association, for the life of this Agreement, voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and will govern the relation of the parties hereunder.

In the event that any provision of this Agreement shall be deemed null and void according to the previous provision, then the parties to this Agreement shall meet to negotiate the affected language.

- E. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement.

- F. The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy.

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any bargaining unit member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

- G. Copies of this Agreement shall be emailed to all bargaining unit members now employed by the Board.

## ARTICLE 14

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis for any resolution by an arbitrator of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary or tenured bargaining unit member; the assignment or placement of; layoff or recall;
  2. The termination of services or failure to re-employ any bargaining unit member to a position on the extra-curricular salary, Appendix B;
  3. Any matter of the written evaluation;
  4. Any matter for appeal within the jurisdiction of the Teacher Tenure Act, Michigan Compiled Laws 38.71 *et seq.*
  5. Any prohibited subjects of bargaining.
- B. A "Party of Interest" is the Association, person, or persons making claim and any person or persons who might be required to take action, or against whom the action might be taken in order to resolve a problem.
- C. The term "day", when used in this section, shall, except where otherwise indicated, mean working school days as indicated by the school calendar.
- D. Written grievances shall contain the following:
1. The section or subsection of the contract alleged to have been violated;
  2. The date of the alleged violation;
  3. A description of the alleged violation (specific facts giving rise to the alleged violation);
  4. The relief requested;
  5. The signature(s) of the grievant, grievants, or Association Representative; and

6. The date the grievance is filed.

E. The primary purpose of the procedure set forth in this section is to secure, at the lowest possible level, equitable solutions to the problems of the parties.

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure.

Nothing herein shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration.

In the event a grievance is filed on or after the first of June, every effort will be made to resolve the grievance prior to the beginning of the next school year.

Level One:

A bargaining unit member with an alleged grievance shall discuss the alleged grievance with the principal no later than fifteen (15) days following the alleged grievance in an attempt to informally resolve the issue.

Should this discussion not resolve the issue, a written grievance may be presented to the Association Vice-President. He may then recommend that it be presented to the principal within fifteen (15) days of the time of the informal discussion. The principal shall make a decision within fifteen (15) days. Failure to act will move the alleged grievance to Level Two.

Level Two:

In the event the grievance is not satisfactorily resolved at Level One, the grievant or the Association Representative may file the grievance in writing with the Superintendent within five (5) days after the decision or lack of decision at Level One. The Superintendent will take action within five (5) days.

Level Three:

If the decision of the Superintendent is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the two parties. Notice of appeal to arbitration shall be submitted by the Association within ten (10) days of the Superintendent's disposition.

If the two parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules.

Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be paid by the losing party.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

## ARTICLE 15

### EMPLOYEE STATUS

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff.
- B. In the event an employee is laid off over the summer and receives unemployment compensation benefits and is then recalled the next school year, the pay received by the employee for the new school year shall be reduced by the amount of the unemployment compensation benefits received over the summer.

## ARTICLE 16

### SENIORITY

- A. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit from the first scheduled day that school begins as determined by the school calendar. However, if hired within the school year, seniority will be determined by the first day that the person is scheduled to report for work.

All bargaining unit seniority is lost when employment is severed by resignation, retirement, failure to return timely from leave, and/or by discharge for cause.

Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative position outside of the bargaining unit.

Accumulated seniority within the bargaining unit shall be frozen for a bargaining unit member who is granted an approved leave as provided under this Agreement or for a bargaining unit member who is on lay-off.

- B. The seniority list shall be in rank order of the bargaining unit member's first date of work as set forth in preceding section.

In the event more than one individual has the same first day of work, the relative place of such persons on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within two (2) working days of the drawing.

- C. The seniority list shall be published with notation of the certification/approvals then on file with the district of each bargaining unit member and posted conspicuously in the area of each building reserved for bargaining unit members use, as well as being placed in the general office of each such building for inspection by October 15 of each school year.

Updates of the list shall be published and posted as they are made, but no less than once a year. A copy of the posted seniority list and all subsequent updates shall be provided to the Association. Objections to the seniority list shall be

presented w/in ten (10) days of the distribution on the list there-after the list shall be final and conclusive. Errors, omissions and/or deletions in or to the list as posted will be noted and made as required to conform to this Agreement at the request of any bargaining unit member on written notice to the Association or at the request of the Association on notice to affected members.

## ARTICLE 17

### CALENDAR

- A. The calendar will conform to the minimum requirements of the State of Michigan for days in session and hours of instruction.
- B. In the event state officials mandate the closing of schools due to energy problems or other crises, the school calendar will be renegotiated.
- C. When an Act of God or district directive forces the closing of a school or other facility of the Board, such announcement shall be made as early as possible over radio stations WMLQ, WHSB, and WJML, TV Channel 10, and bargaining unit members shall be excused from reporting to duty without loss of pay. However, if the students in a single classroom, grade, building or all buildings are dismissed or not required to report to school for health reasons or because of a facility malfunction and the facility(ies) are deemed usable for the bargaining unit personnel, bargaining unit members may be asked to remain on or report for duty as usual if conditions permit.
- D. Scheduled student instruction time that is not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, shall be rescheduled through negotiations according to Article 6.E meet the instructional time requirements for the school district to receive full state aid for the school year.

Bargaining unit members will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

- E. The district school year calendar will be negotiated prior to the end of the preceding school year.

## ARTICLE 18

### SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged upon the request of either party at a mutually agreed time attended by representatives chosen by the Association and an equal number chosen by the management team.

Arrangements for such conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those contained in the agenda.

- B. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference.
- C. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this agreement, nor shall special conferences be used as a substitute for the grievance procedure.
- D. A maximum of one (1) special conference will be held each month, unless both parties agree that additional special conferences are necessary.

ARTICLE 19

DURATION OF AGREEMENT

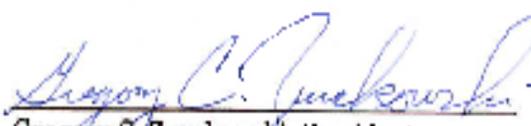
This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect until August 31, 2026.

This Agreement is made and entered into this 29 day of August, 2022 by and between the Rogers City Area Schools and the Northern Michigan Education Association, MEA/NEA.

NORTHERN MICHIGAN EDUCATION

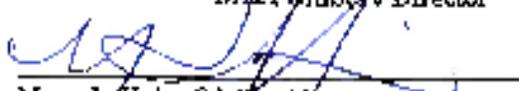
ROGERS CITY AREA SCHOOLS

  
Mike Zimmerman, NMEA President

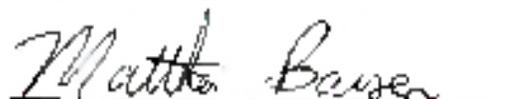
  
Gregory C. Zurakowski, President

  
Deborah Larson, NMEA Staff Liaison  
MEA UniServ Director

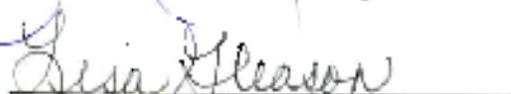
  
Karen R. Spens, Secretary

  
Mary J. Klein, EA President

  
Nicholas C. Hein, Superintendent

  
Matthew Barsen, EA Chief Negotiator

  
Jonathan Hoydic, Negotiating Comm. Member

  
Lisa Gleason, Negotiating Comm. Member

  
Kathleen LaLonde, Negotiating Comm. Member

  
Sarah Cook, Negotiating Comm. Member

APPENDIX A

SALARY SCHEDULE

2022-2023 School Year  
2023-2024 School Year  
2024-2025 School Year

Steps and lanes for those eligible.

STEP	BA	BA+20	BA+30	MA/BA+45
1	40,000	42,000	43,000	45,000
2	42,000	43,000	44,000	46,000
3	43,000	44,000	45,000	47,000
4	45,000	45,000	47,000	48,000
5	46,000	47,000	48,000	49,000
6	47,000	48,000	49,000	51,000
7	48,000	50,000	51,000	52,000
8	50,000	51,000	52,000	54,000
9	51,000	53,000	54,000	57,000
10	53,000	54,000	56,000	60,000
11	54,000	56,000	57,000	61,000
12	56,000	57,000	59,000	62,000
13	58,000	59,000	61,000	63,000
14	59,000	61,000	62,000	64,000
15	60,000	62,000	64,000	65,000

A bargaining unit member rated highly effective on their annual evaluation will receive a \$200 (two hundred dollar) stipend annually. The stipend will be added to the last pay in June of the current school year.

## APPENDIX B

### EXTRACURRICULAR SALARIES

#### I. INTERSCHOLASTIC ATHLETICS

Appendix B percentages will be calculated upon a \$36,000 salary.

##### A. FOOTBALL

- |    |                         |     |
|----|-------------------------|-----|
| 1. | Varsity Head Coach      | 12% |
| 2. | Assistant Varsity Coach | 9%  |
| 3. | J.V. Head Coach         | 9%  |
| 4. | J.V. Assistant Coach    | 8%  |

##### B. CROSS COUNTRY

- |    |                                 |     |
|----|---------------------------------|-----|
| 1. | Head Coach (Middle/High School) | 12% |
|----|---------------------------------|-----|

##### C. BASKETBALL

- |    |                    |     |
|----|--------------------|-----|
| 1. | Head Varsity Coach | 12% |
| 2. | J.V. Coach         | 9%  |
| 3. | 8th Grade Coach *  | 3%  |
| 4. | 7th Grade Coach *  | 3%  |

\*If a bargaining member coaches both the 7<sup>th</sup> and 8<sup>th</sup> grade teams they will receive 7% compensation.

##### D. WRESTLING

- |    |                         |     |
|----|-------------------------|-----|
| 1. | Head Coach              | 12% |
| 2. | Assistant Varsity Coach | 9%  |
| 3. | Middle School Coach     | 3%  |

##### E. VOLLEYBALL

- |    |                     |     |
|----|---------------------|-----|
| 1. | Varsity Head Coach  | 12% |
| 2. | J.V. Coach          | 9%  |
| 3. | Middle School Coach | 3%  |

##### F. TRACK

- |    |                     |     |
|----|---------------------|-----|
| 1. | Varsity Head Coach  | 12% |
| 2. | Assistant Coach     | 9%  |
| 3. | Middle School Coach | 3%  |

##### G. BASEBALL

- |    |            |     |
|----|------------|-----|
| 1. | Head Coach | 10% |
| 2. | J.V. Coach | 5%  |

H. SOFTBALL

- 1. Head Coach 10%
- 2. J.V. Coach 5%

I. GOLF

3%

The district will purchase the varsity golf coach a membership to the Rogers City Country Club annually.

II. PROGRAM, SPONSORS & ADVISORS

- A. Yearbook 5%\*\*
- B. Band Director 12%
- C. Pals Coordinators - (2) two annually 2%
- D. Class Sponsor - Senior 5%
- Class Sponsor - Junior 5%
- Class Sponsor - Sophomore 4%
- Class Sponsor - Freshman 3%
- E. National Honor Society 2%
- F. Student Government Advisor 3%
- G. Middle School Government Advisor 3%
- H. Ski Club Advisor 2%
- I. Elementary Bullying Task Force Coordinator 2%
- High/Middle School Bullying Task Force Coordinator 2%

\*\* Five percent (5%) should any part of yearbook become extra-curricular.

III. The Noon Duty position:

- A. Will be offered to members on a rotating basis according to seniority. Members will be assigned day(s) within a monthly calendar to report for duty.
- B. Members who wish to work the extra duty assignment will submit their names to administration and the RCEA President and/or his/her designee.
- C. Members who sign up for the extra duty assignment will be numbered according to seniority by the Association President and/or her designee. A monthly schedule shall be developed using this list.
- D. Participation in the noon duty assignment (either monetary or personal time earned) will be voluntary. Members will be reimbursed \$25.00 per middle school or high school half-hour noon duty or a day of Personal time, with the accumulation of six (6) days of noon duty coverage, which equal one (1) day of personal time to be used at the member's discretion.
- E. Members who cannot perform noon duty when scheduled must arrange for a

substitute and/or switch days with a member on the extra duty list.

F. The member will complete a time sheet and submit it to the High School Office Secretary.

IV. Hourly pay rate for summer academic, adult education, driver education programs, and added teacher hours shall increase annually using the same percentage as applied to the B.A. Base \$25.00.

Assignments for hourly programs will be made by the Board on the basis of seniority gained through the years of continuous employment in the district, assuming equal qualification among applicants.

V. Any qualified member of the bargaining unit may apply for any extracurricular vacancy. When notification of vacancy is received by the administration, they shall notify the Union President of his/her designee and post such vacancies on teacher bulletin boards in each building for a period of seven (7) days.

Once filled, a position will not be posted again until such time as the employee resigns, is dismissed or is unable to carry out the duties and responsibilities of the position.

Extracurricular assignments are annually renewed appointments and are non-tenured.

Any extracurricular employee outside the bargaining unit may elect to volunteer their services.

VI. The following provisions will apply to the implementation of the mentoring program mandated through Section 1526 of the Michigan School Code:

1. A building committee of three persons (administrator and two teachers) will select mentors based on the procedures and criteria for the selection of teacher mentors found in the Michigan Department of Education guidelines (page 7).

Mentoring positions are voluntary in that a teacher may accept or reject his/her selection as a mentor.

2. The district will provide each mentor at least one formal training session for the position and periodic in-service at the local level.

3. The mentoring assignment will have a proactive and a reactive components as follows:

a. The proactive component of the assignment will include the

following:

1. The mentor should observe the teaching of the novice at least three and not more than five class periods during the school year.
2. The mentor should have three meetings with the novice each semester.
3. Observations will be done during the mentor's conference period if possible. The observation and meeting dates and times must be approved in advance by the building principal.
4. The mentor must maintain a log of activities to be used in documenting compliance with the legislation and submit the log to the building principal at the end of each semester.
5. The mentor should assist the novice in preparation of the individual development plan with the building principal.

b. The reactive component of the assignment will include the following:

1. There may be occasions when the novice seeks advice or suggestions apart from the formal setting. The mentor may use his/her own discretion in the meetings outside the formal setting.
2. Mentors and novices have an "at-will" relationship. That is, the mentor may resign from the position with two weeks' notice to the principal or the novice may request a different mentor.

4. Each mentor will receive payments over the three years of service as follows:

a. Year One	\$400.00
b. Year Two	\$250.00
c. Year Three	\$150.00

VII. Leadership team positions will run the duration of the current NMEA/MEA/NEA Master Agreement and the positions will be reposted to coincide with the release of the updated Agreement.

1. Building Leadership Team-

- a. Will consist of (3) three members
- b. One of the members will also be on the District Leadership Team

- c. Building Leadership Team members will receive a 1% stipend
  - d. Work for the Building Leadership Team will include, but is not limited to:
    - i. School Improvement Plan work
    - ii. Building level professional development and presentation
2. District Leadership Team-
- a. Will consist of (4) four members (2 from each building)
  - b. District Leadership Team members will receive a 1.5% stipend
  - c. Work for the District Leadership Team will include, but is not limited to:
    - i. District Improvement Plan work
    - ii. District Wide Professional development and presentation

# ROGERS CITY AREA SCHOOLS

## 2022-2023 CALENDAR

Tuesday, August 30, 2022	<b>Staff Orientation/Professional Development (7:30 – 4:30)</b> Back to School Night (5:30-7:30pm) 6 <sup>th</sup> Grade Orientation (5:30 – HS Library) 9 <sup>th</sup> Grade Orientation (6:30 – HS Library)
Tuesday, September 6, 2022	First Day of School One-half day with students, Dismiss 12:05 p.m. Professional Development meetings for staff 1:00-4:00 pm
Thursday, October 13, 2022	Parent-Teacher Conferences 5:30 – 7:30 p.m.
Friday, October 14, 2022	One-half day with students; Dismiss 12:05 p.m. Parent-Teacher Conferences 1:30 – 3:30 p.m.
Thursday, October 27, 2022	Students Dismiss - End of the Day
Friday, October 28, 2022	PD Day ( <b>Teachers Only</b> ) – Instructional/Professional Development Training (6 hrs)
Monday, October 31, 2022	School Resumes
Friday, November 4, 2022	Last day of Marking Period 1
Monday, November 14, 2022	Dismiss for Deer Season - End of Day
Wednesday, November 16, 2022	School Resumes
Wednesday, November 23, 2022	Dismiss for Thanksgiving Break – 12:05 p.m.
Monday, November 28, 2022	School Resumes
Wednesday, December 21, 2022	Dismiss for Christmas Break – 12:05 pm
Tuesday, January 3, 2023	School Resumes
Thursday, January 12, 2023	Exams – Dismiss at 12:05 p.m.
Friday, January 13, 2023	Exams – Dismiss at 12:05 p.m. End of Marking Period 2
Monday, January 16, 2023	PD Day ( <b>Teachers Only</b> ) – Instructional/Professional Development Training (5.5 hrs)
Tuesday, January 17, 2023	School Resumes
Thursday, February 16, 2023	Parent-Teacher Conferences 5:00 pm – 8:00 p.m.
Friday, February 17, 2023	Mid-Winter Break - Dismiss at 12:05 p.m.
Tuesday, February 21, 2023	School Resumes
Friday, March 17, 2023	End of Marking Period 3
Friday, March 24, 2023	Dismiss for Spring Break – End of Day
Monday, April 3, 2023	School Resumes
Thursday, April 6, 2023	Dismiss for Easter Break – End of Day
Monday, April 10, 2023	School Resumes
Friday, May 26, 2023	Memorial Break – Dismiss at 12:05 pm
Tuesday, May 30, 2023	School Resumes
Wednesday, June 7, 2023	Exams – Dismiss at 12:05 p.m.
Thursday, June 8, 2023	Exams – Dismiss at 12:05 p.m. -- Last Day of School

- 177 Student Days 180 Teacher Days
- The first 30 hours lost due to circumstances outside control of the district can be counted as instruction and may be a cause for further adjustments. (H.B. 4401, the State School Aid Act) Section 101.
- As of September 1, 2007 30 hours PD required.

