

**MONROE COUNTY EDUCATION ASSOCIATION
AND
MASON BOARD OF EDUCATION**

AGREEMENT

This Agreement entered into this first day of September 1, 2006, by and between the Board of Education, Mason Consolidated Schools, Monroe County, Erie, Michigan, hereinafter called the “Board”, and Monroe County Education Association, hereinafter called the “Union”.

ARTICLE I

BOARD RIGHTS

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school-related activities of its employees;
- B. To hire all employees and, subject to the provisions of the law and this Master Agreement, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board
- D. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.
- F. To adopt rules and regulations for the operation and management of the schools and the school district.

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

ARTICLE II
RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of 1965 PA 379 as amended, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, speech therapists, school nurses, employed by the Board; but excluding supervisory and executive personnel, office and clerical employees, transportation employees, maintenance and custodial employees, cafeteria employees, substitutes, athletic director, dean of students, adult education personnel, police liaison officer, aides and all other employees. The term “teacher” when used hereinafter in this Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined, and the reference to male teachers shall include female teachers. The term “Board” shall include its officers, members or delegated agents. An employee employed in two or more positions shall be considered to be in the bargaining unit with respect to employment in any bargaining unit position.

A. The Board agrees not to negotiate with any teachers’ organization other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance to the Board providing the procedures stated in the Professional Grievance Negotiation Procedures of Article XVII have been followed.

B. Financial Responsibilities and Payroll Deductions

1. All teachers shall either:
 - a. Sign and deliver to the Union Treasurer by September 15 an authorization to deduct membership fees and voluntary contributions of the Union (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing;
or
 - b. Cause to be paid to the Union a fee equal to the member's cost within 10 days after the commencement of employment. The Union shall deliver to the superintendent or designee on or before the 3rd Monday of September, and thereafter, a written statement specifying the amount of the fee.
2. If an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, deduct the service fee from the employee's salary and remit same to the Union under the procedure provided below.
 - a. The procedure in all cases of non-payment of the service fee shall be as follows:
 - 1) The Union shall notify the employee by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance,

and shall further advise the recipient that a request for wage deduction may be filed with the Board if compliance is not effected.

- 2) If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to the opening paragraph above.
- 3) The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.
 - a) The Union has established a “policy regarding objections to political-ideological expenditures.” That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union employees. The remedies set forth in that policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted. No dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be

subject to the grievance procedure set forth in this Agreement.

- C. The Union will save the Board and school district harmless from any and all liability and costs, including witnesses and attorney fees, or other incidental costs of prosecution or defense, of any action, claims or otherwise, to which the Board of school district may be liable by virtue of enforcing the provisions of this Article.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the School Code of 1995. The rights granted to the teacher thereunder shall be deemed to be in addition to those provided elsewhere.
- E. The Master Agreement will be in the hands of the teachers twenty (20) working days after final ratification by both groups. Cost of the Master Agreement will be shared by both parties.

ARTICLE III

TEACHER RIGHTS & RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965 as amended, The Board hereby agrees that every employee, as defined in Article II, Section A, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 as amended 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 Union, his/her participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission.
- C. A teacher shall not seek to advance personal, political or religious views in the classroom.

- D. The Union shall not discriminate against any teacher who refuses to participate in activities of the Union.
- E. A teacher shall insure that all sides of a controversial issue are presented equally and that topic and material used will be appropriate to the maturity level and intellectual ability of the students.
- F. The teacher's position shall not be privileged as to his/her responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.
- G. Teachers and administrators shall share the responsibility to work with students to reduce anti-social behavior.
- H. The teacher shall be responsible for the supervision and safety of students in his/her respective classrooms and adjacent areas. It is understood that no teacher is expected to simultaneously supervise students in non-adjacent areas.
- I. When inservice training programs or teachers' meetings are held, all teachers involved shall attend for the full time of the program, and contribute to the work at hand. Only in case of an extreme emergency will teachers be excused from attending such meetings, and this must be with the permission of the building principal.
- J. Teaching is a combined effort of many different aspects of learning. There are certain activities, which are necessary to carry on the business of teaching. These jobs will have to be done by teachers, whether on a voluntary or rotating basis to keep the educational process moving. Such

jobs might include but not be limited to tips or ideas for Action newsletter, textbook study, corridor bulletin boards and/or showcases.

ARTICLE IV

UNION RIGHTS

- A. The Board agrees to furnish the Union in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, tentative budgetary requirements including allocation board budgets, membership data, teacher directories, teacher salary schedules, and such other information that will assist the Union in developing bargaining strategies.
- B. The Union and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours, for union meetings, social meetings, and fund raising activities for the Mason Teachers' Scholarship Fund. This includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education.
- C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises.
- D. Bulletin boards and other established media of building, intrasystem, and school-community communication and the school intrasystem and mail delivery service shall be made available to the Union and its members.
- E. The Union shall be allowed to set aside two days a month for its after school meetings. These will be standing dates and the administration shall refrain from scheduling meetings or activities involving teachers on these days.

- F. Union business may be conducted during the school day when it does not conflict or interfere with the normal school operations.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities or affiliations of any teacher or the lack thereof shall be grounds for any discipline or discrimination. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except as it can seriously affect the professional rights, duties, and responsibilities of the teachers, or if the teacher's misconduct can be shown to have an adverse impact on the District.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the lawful activities of any employee organization.
- I. The Board shall provide ten (10) school days per year of release time for the purpose of Union business. The Superintendent will be notified in writing by the Association one week in advance. The Union shall pay for the cost of the substitute-except in circumstances when the administration requests a meeting to be held during school hours.
1. Union business shall be defined as collective bargaining negotiations, grievance proceedings, disciplinary hearings, arbitrations or union training.
- J. A teacher engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any professional

grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary.

ARTICLE V

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedules A B & C, which are attached to and incorporated in this Agreement. Said salary schedules shall remain in effect during the term of this Agreement. It is understood that Salary Schedule C will remain in effect without changes for the duration of this contract.

- B. Salary Schedule A shall be based upon the negotiated calendar for the current school year. For extra work as listed below in this section and not compensated by those items under Schedule B, the teacher shall be entitled to appropriate additional professional compensation at an established hourly rate. The teacher shall be paid an established hourly rate, in addition to his base salary, for all time spent after the regular school day in PTA meetings, Saturdays, Sundays, or holidays and attendance at any extra-curricular or civic functions where attendance is not voluntary but required by the Board of Education, the Superintendent or designee. Excluded are educational functions: open house, parent-teacher conferences, which shall be without pay. Attendance at graduation and academic awards programs will be highly encouraged and strongly supported by the Union by posting a notice in the staff lounge and by sending notice via e-mail to all members.

- C. The calendar for the current school year, subject to the right to negotiate amendments to meet the statutory limitation, is as set forth in the Calendar Appendix of this Agreement as agreed upon by the Board and the Union. The buildings will be open, cleaned and rooms available at least five (5) working days prior to the first day of

school for teachers. All teachers will be expected to have their classroom ready for students on the beginning day of school.

ARTICLE VI

TEACHING HOURS

- A. The teaching day shall start 20 minutes prior to the start of classes, except for those assigned to special duty for supervision of bus arrivals. Assignment of supervisory bus duties is to be made by the building principal. Teachers shall supervise student conduct at their assigned places of duty 15 minutes prior to the start of classes. Assigned teachers shall supervise students to buses and while loading. Teachers shall be free to leave school immediately after the buses have departed, except for late bus supervisory personnel. Teachers shall stay, without reimbursement, to attend a meeting requested by a parent in advance (not set by calendar). Two professional development days will be held prior to the beginning of school which will be in lieu of all after school staff meetings. Staff meetings will be held during the scheduled half-day inservice days. Unit meetings do not include meetings of unit leaders. Duty rosters will be made by the principal to assign teachers on a rotation basis to hall duty when the first bus arrives and when the last bus leaves.

ARTICLE VII

TEACHING LOADS & ASSIGNMENTS

- A. Each teacher shall have a planning or conference period within the instructional day as follows:
1. Secondary (grades 6-12) teachers shall have a period equal in length to a regular class period.
 2. Elementary (grades K-5) teachers shall have a period of no less than 30 consecutive minutes. An additional fifteen (15) minutes will be attached to the lunch period.
- B. A duplicate copy of lesson plans is due in the principal's office on Monday following that week's program. The administration shall provide a lesson plan form or assignment book with duplicate paging.
- C. Teachers hereby agree to supervise playgrounds during recess periods. Supervision of children at recess periods shall be arranged under the direction of the building principal. During inclement weather, as determined by the principal, teachers will supervise recreational activities within their own classroom. This provision does not apply to recess scheduled during students' and teachers' lunch period.
- D. It will be the District's priority to provide notification of changes in teaching assignments in writing for the next school year two (2) weeks prior to the end of each school year. In planning such assignments any teacher who may be asked to accept a change in grade level assignment (elementary) changes in subject assignment (secondary) or to change school buildings will be notified by his/her principal prior to the finalization of teaching assignment. If a change in a teaching assignment

becomes necessary after the end of the school year, the involved teacher(s) and the Union will be notified and the matter will be fully discussed as soon as possible.

In making teacher assignments:

1. Changes (grade level, subjects, and building) shall be voluntary to the extent possible.
2. Whenever possible, the least senior teacher(s) available will be designated for necessary changes from the previous year's teaching assignments.
3. More than three preparations shall be avoided whenever possible for secondary teachers.

E. All teachers shall be entitled to a thirty (30) minute duty-free lunch period.

Permission for a second elementary recess must be obtained from the principal's office, since the initial recess is included in the lunch period.

The teacher lunch period includes normal passing time after and before classes.

ARTICLE VIII

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

A. The Board and the Union agree that the following optimum class sizes shall be a mutual objective:

| | |
|-------------------|-------------|
| K-2 | 26 students |
| 3-5 | 28 students |
| Middle & Sr. High | 30 students |

The parties shall discuss balancing of classes.

Kindergarten will count as two (2) units if a teacher teaches two (2) sections.

Physical Education class shall have an optimum size of 45 for grades 6-12 and physical education, art and music classes shall have an optimum of 35 for grades K-5.

At the Middle School and Senior High School, if optimum class sizes are exceeded in other than Band, Physical Education, Chorus, the total number of students for a teacher's entire day shall not exceed 30 multiplied by the number of such classes that the teacher teaches during the day.

Should any class at grades K-6 exceed optimums by 10%, a paid teacher aide will be employed to assist the teacher: One hour per day of teacher aide time for each child over the optimum.

If any grade level in K-6 has an excess of students equal to 70% of the optimum, an additional teacher will be hired and a class formed.

In elementary classrooms, special education students will be placed within their IEP, taking care to not overload one teacher.

Classes K-12 shall in no case exceed optimum by more than 20%.

Combination classes will be established only when necessary, and will be limited to a maximum of 24 students.

B. If the wearing of a protective garment is required by the administration, the Board shall furnish it and provide laundry service.

C. In each school, the Board shall make available restroom and lavatory facilities exclusively for teachers and adult use. At least one appropriately furnished room shall be reserved for the exclusive use of staff as a staff lounge and lunchroom. At no time will students be permitted in this room.

D. Telephone facilities shall be made available to teachers for their reasonable use. Teachers are to pay for all personal long distance calls. Permission for long distance calls should be obtained from the principal's office.

No teacher shall leave the premises of the Mason School in which he/she teaches anytime during the school hours, except the teacher's duty-free lunch period, without authorization of the principal in the building.

- E. Faculty members shall be provided parking spaces in a designated area. The Board shall take reasonable steps to remove snow and ice.
- F. A joint effort between teachers, principals and superintendent, if necessary shall be made to correct any problems in the areas of weekly schedules, general announcements, and student release time for other than education purposes.
- G. Teachers who cannot use their classroom for conference periods should make arrangements with the building principal for available work areas. A computer and printer will be placed in each staff lounge.
- H. All teachers shall dress appropriately in a professional manner. Any concerns related to dress will be referred to the building administrator.

ARTICLE IX

VACANCIES

- A. Whenever any vacancy in any bargaining unit position occurs or a new bargaining unit position is created, the Board shall publicize the same by sending or mailing written notice of such vacancy to the President of the Union, and provide for appropriate posting in every staff lounge. In the event of a vacancy outside of the school year, written notice of the position will be sent to the President and Secretary of the Association and will be posted on the district's website. No vacancy shall be filled except in case of emergency until such vacancy has been so posted.
- B. Any certified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants and the length of time each has been in the school system of the district. An applicant with less service in the system shall not be awarded such position unless his/her qualifications shall be superior to applicants with greater service. "Service" in the system, for purposes of this article, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE X

TRANSFERS

- A. Since the frequent transfer of teachers from one school to another or from one position to another within a building is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- B. Prior to any involuntary transfer, the Superintendent shall provide the affected teacher and the Union written reason(s) for the transfer. Notification will be given ten (10) days in advance, if possible.
- C. If a new position becomes available after the calendar week prior to the opening day of classes, that position will be filled with either a long term sub or be posted as a one year position. The position will then be posted for bid for the following school year.
- D. Any teacher who shall be transferred to an administrative position shall not accrue seniority within the bargaining unit for the duration of his or her assignment. Upon termination of the administrative assignment, employees may be transferred back into the bargaining unit with the seniority that they held prior to the transfer.

ARTICLE XI

STAFF REDUCTION

- A. Seniority is defined as length of service within the bargaining unit. All teachers will be ranked on the list in order of their seniority. Unpaid leaves of absence in excess of 90 school days shall be deducted from seniority (except military and sabbatical leave.) Seniority will be based on the date and time of day the teacher signs the interim contract pending approval by the Board of Education.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Union. Objections to the seniority list shall be presented by October 30. Thereafter, the list shall be final and conclusive.
- C. All seniority is lost when employment is severed by resignation, abandonment, retirement, and discharge for cause; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
- D. Layoff shall be defined as a reduction in the work force beyond normal attrition.
- E. Laid off teachers shall be recalled to the first vacancy for which they are certified and qualified in order of greatest seniority.
- F. A laid off teacher who has not lost seniority shall be considered laid off until he/she is reinstated in the district, or accepts employment elsewhere as a teacher. Refusal of an offer from the Board for a position for which the laid off teacher is certified and

qualified, or failure to respond within fifteen (15) days of the date of a written offer is mailed, shall be deemed a resignation.

G. Notification of a recall shall be in writing, with a copy for the Union. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

H. A laid off teacher may continue his/her insurance benefits in accordance with COBRA. Payments are to be made monthly at the Business Office. These benefits are available for eighteen (18) months.

I. When reduction of staff is necessary, the Board of Education will determine the number of personnel to be maintained in grade and subject matter areas. In reducing staff, nontenured teachers and teachers with the shortest service in the school district will be laid off first. Tenured teachers will not be laid off prior to tenured teachers with shorter service in the school district or probationary teachers, except in cases in which the teacher with the longest service is not certified, qualified or meets the Highly Qualified standards of the No Child Left Behind Act to teach in the grades or specific areas required by the Board. It will be the District's priority to provide notification of layoffs for the next school year in writing two (2) weeks prior to the end of each school year. However, this in no way will limit the District's ability to reduce staff when necessary. In all layoff situations, no teacher shall be laid off pursuant to a reduction of the work force unless said teacher shall have been notified thirty (30) days prior to the beginning date of the layoff.

J. "Certified" shall be defined as holding valid certification from the Michigan Department of Education.

K. (1) “Qualified” shall be defined as possessing a major or minor from an accredited college or university in the appropriate subjects to be taught. In addition, the following provisions shall apply:

For positions at the secondary level, teacher’s certification and education shall not cause the district to lose State of Michigan or federal funding.

(2) “Highly Qualified” – in those instances where Federal regulations require a teacher to be Highly Qualified, those terms shall be defined in this agreement as they are defined in the No Child Left Behind Act.

L. Teachers who receive unemployment compensation during breaks or the summer, and have not been notified of layoff, and who return for their regularly scheduled work shall reimburse the Board for unemployment compensation received.

ARTICLE XII

LEAVE PAY

A. All teachers shall be allowed twelve (12) days per year. Six (6) days will be credited between the beginning of school and December 31, and six (6) days will be credited between January 1 and the end of the school year. Acceptable reasons for sick leave with pay shall be personal illness or injury and/or serious illness in the immediate family requiring the employee to be present with the seriously ill family member. For immediate family illness, the administration has the right to require the employee to provide verification from the family member's attending physician that:

1. the individual under his/her care is seriously ill, and
2. that the illness requires the employee to be present with the family member.

This verification by the attending physician shall be on a form provided the district. "Immediate Family" shall be interpreted to include mother, father, sister, brother, husband, wife, son, daughter, parent-in-law, grandparents, step-parents, stepbrother, stepsister, stepchild, or any person who is a permanent resident of the household in which the employee is residing.

B. Any teacher on sick leave for a longer period than that which they have accumulated, shall have one day of their salary deducted for each day's absence beyond the number of accumulated sick leave days.

C. When it becomes apparent to a building principal that a teacher is abusing his sick day leave, it will be the principal's responsibility to inform the teacher involved. If the situation still exists, the superintendent will be notified and may have the teacher substantiate future absences for the remainder of the year.

- D. Teachers' illness/sick leave will not be charged against his/her sick days when school is not in session.
- E. The Board will furnish each teacher with a written statement at the beginning of each year setting forth his/her total sick leave and business day credit.
- F. If, during the school year, the Superintendent is not able to get a teacher excused from jury duty, the Board of Education will pay the regular salary for jury duty. Any check for such jury duty will be sent to the Mason Board of Education.
- G. Teachers voluntarily (i.e., including retirement and resignation) leaving the employ of the Board after at least ten (10) years service in the Mason Consolidated Schools shall be paid eight dollars (\$8.00) per day for each unused accumulated sick and/or business leave day in excess of sixty-five (65) days. Payment shall not be made for more than one hundred fifteen (115) days.
- H. Three (3) personal business days per year, with pay, shall be available to teachers for the purpose of emergency or for conducting business which cannot be normally carried on after school hours or on Saturday. Request for personal business days shall be made to the building principal at least twenty-four hours in advance, unless this is not possible due to an emergency. Personal business days should not be attached to holiday breaks and should not be used on any State testing dates, District examination dates, or Professional Development days. Should any personal business day request be denied by the building principal, an appeal may be made to the Superintendent.
- I. Personal business days that are not used will be transferred to sick leave at the end of the school year. A total of unused sick leave days and transferred personal business days are cumulative to a maximum of one hundred eighty (180) days.

J. Leaves of absence with pay not chargeable against the teacher's sick leave or personal business day allowance shall be granted for the following reasons:

1. A maximum of five (5) consecutive bereavement days per incident for a death of husband, wife, son, daughter, mother, father, brother, sister, grandparents, grandchildren, parents-in-law, stepparents, stepbrother, stepsister, stepchild, or any other member of the family who is a permanent resident of the household in which the employee is residing. Weekends will not be included in the five bereavement days. However, holidays and inclement weather days falling on Monday through Friday will be included in the five (5) bereavement days. An employee may make a request to the Superintendent for additional days needed for travel purposes or personal business. The Superintendent, in his or her discretion, may grant up to five (5) additional days. The employee's personal business days, if any, will be allocated first followed by days from the employee's sick bank.
2. Court appearance as a witness in any case connected with the teacher's employment of the school, except a labor dispute where the teacher is a witness adverse to the school district.
3. Approved visitation at other schools or for attending educational conferences or conventions.

K. Any teacher who can anticipate a prolonged disability which would cause the teacher to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the building principal, in writing, as soon as possible. The notification shall contain the

projected dates of absence. It is understood that use of sick leave shall be only for an unpaid leave of absence for up to one (1) year or receiving whatever sick leave benefits may be available only for the duration of the actual incapacity.

- L. Maternity Leave: Application must be submitted in writing at least sixty (60) calendar days prior to the requested starting date to provide the District ample time to obtain a replacement. Such notice will be waived in cases of emergency. The application letter shall be directed to the personnel office and shall include an estimated delivery date and requested calendar date for the last date of work.

Upon return from a maternity leave, teacher shall be assigned to the same position, if available, or a substantially equivalent position, subject, however, to the reduction of staff provisions of this contract.

- M. At the termination of a maternity leave, a teacher may request a child care leave due to extenuating circumstances which may be granted at the discretion of the Board in accordance with Policy 3430 & 3430.01, Family Medical Leave Act of 1992.

- 1. Both the Union and the Board recognize that as to those leave provisions that are applicable, they will be applied in a manner consistent with the Family Medical Leave Act of 1992 (FMLA), and employees requesting and eligible for leaves subject to that Act shall be granted leaves in accordance with the provisions of this Article, if applicable, or the Act if the Act provides greater benefits or rights to the employee. The benefits and provisions of the requested leave will be in accordance with FMLA and this collective bargaining agreement. The Board of Education will only require substitution of the FMLA for leaves permitted under the collective bargaining agreement, where allowed by the Act.

2. The twelve (12) weeks of leave per year allowed to eligible employees under the FMLA shall be based on the fiscal year (July 1 through June 30).
 3. The District may elect to apply the restrictions applicable to leaves for instructional employees near the end of a school term with regard to any leave allowable under the FMLA, in accordance with the FMLA.
 4. Where applicable, contract leaves, paid and unpaid, shall run concurrently with FMLA leaves to the maximum permitted by law.
 5. Both the Union and the Board recognize that the Board may substitute paid leave when permitted by the FMLA.
 6. Both the Union and the Board recognize that any issue that may arise as to the FMLA shall be excluded from the grievance arbitration procedure.
- N. Teachers who are officers of the Union shall, upon proper application, be given a leave of absence for one year without pay for the purpose of performing duties for the Union. This leave may be extended for up to one (1) year with approval of the Board of Education. Teachers given this leave of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. Said teacher shall notify in writing the Board of Education prior to March 1 of his/her intent to return to his/her previous position for the forthcoming year.
- O. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States (limited to two years). 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 active service to the school system.

P. The Board shall grant a leave of absence without pay to any teacher to campaign for himself/herself, or serve in, a public office for up to two (2) years. This leave may be extended for up to one year with approval of the Board of Education. Said teacher shall notify, in writing, the Board of Education prior to March 1 of his/her intent to return to his/her previous position for the forthcoming year.

Q. Sabbatical Leave

1. Sabbatical leave for professional improvement may be permitted in accordance with Section 1235 of the Revised School Code, MCL 380.1235. After a teacher has been employed at least seven (7) consecutive years in the district, and at the end of each additional period of seven (7) or more consecutive years of employment, the Board may grant the teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at one time, if the teacher holds a permanent, life, continuing or renewable certificate. Not more than two percent (2%) of the teachers may be granted sabbatical leave in any one-year. A teacher desiring a sabbatical leave in the ensuing school year, must apply in writing directly to the Superintendent's office prior to March 1st of the current school year. Leaves shall be granted on a seniority basis. During the sabbatical leave, the teacher shall be considered to be in the employ of the Board, shall have a contract, and may or may not be paid compensation as provided in the rules and regulations of the Board. Prior to leaving on a sabbatical leave, the teacher shall enter into an agreement whereby, should he/she fail to return to the Mason Consolidated Schools District upon completion of his/her sabbatical leave, he/she shall reimburse the Board for all monies received from the Board during

said leave. The Board shall not be liable for death or injuries sustained by the teacher while on sabbatical.

2. Upon return from a sabbatical leave a teacher shall be restored to the teacher's position held prior to sabbatical leave or to a position of like nature, seniority, status and pay. The teacher shall be entitled to other benefits provided under regulations of the Board.
3. In accordance with the MCL 380.1525, Section 1525 of the Revised School Code, the District shall provide sabbatical leaves for up to one (1) academic year for selected master teachers who aide in professional development.

R. All unpaid leaves shall be granted without insurance benefits. However, COBRA may take effect during this time.

ARTICLE XIII

TEACHER EVALUATION

- A. All monitoring or observation of the work performances of a teacher shall be conducted openly. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right, upon request to review the contents, which have been entered by the present employer, of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Any derogatory letter that is placed in a teacher's file shall be destroyed at the end of two calendar years, providing the situation has been rectified. However, any documents pertaining to unprofessional conduct in the teacher's personnel file shall be governed by Section 1230(b) of the Revised School Code, MCL 380.1230b.
- C. A teacher shall, at all times, be entitled to have present a Union Representative when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. Any such meeting between the teacher and the administrator, and the Union Representative, if requested, will normally take place after the teacher's last class of the day. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Union is present.
- D. No bargaining unit member shall be disciplined, reprimanded, demoted, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or demotion, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof, shall be subject to the grievance

procedures as set forth in Article XVI. However, any grievance filed based upon an adverse evaluation of a teacher's performance will not be entitled to submission to arbitration, but will conclude at Level 5 of the grievance procedure as set forth in Article XVI. Any grievance filed by a probationary teacher will end at Level 5. The District shall conclude any internal investigations/disciplinary hearings within fifteen (15) business days of the initial complaint. External investigations by law enforcement agencies, or as provided by law, are not subject to timelines. An individualized development plan will be initiated for said teacher. Upon notification to the Union, an IDP may be initiated for any tenured teacher. IDP's may include, but not be limited to, more frequent evaluations. Tenured teachers will normally be formally evaluated once each two (2) years.

- E. Teacher evaluation shall be performed only by administrators or intermediate school district personnel. Twenty-four (24) hour notification will be given prior to the formal evaluation of a teacher. If the administration requests a visitation by a fellow faculty member, twenty-four (24) hours' notice will be given.
- F. When a teacher is found to be lacking, correction, if necessary, should be applied according to a progressive scale; verbal warning, written reprimand, temporary suspension with pay, temporary suspension without pay, discharge. It is recognized that appropriate discipline can vary depending upon the circumstances and that the progressive scale may not be followed in every case.
- G. Whenever circumstances may result in discipline, bargaining unit members will be made aware of complaints by the building principals or the building principal's designee in a timely manner with the exception of law enforcement investigations,

or as provided by law. The member's immediate administrator or the administrator's designee shall make a good faith effort to resolve the complaints and facilitate a resolution of this matter.

- H. Verbal warnings, or reprimands, or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The member shall also sign the letter to acknowledge receipt.
- I. Any member wishing to take exception to a written disciplinary action may respond, in writing, and shall present a copy of the letter to his or her appropriate administrator/supervisor. An additional copy shall be presented to the Superintendent who shall cause same to be attached directly to the written warning, reprimand, or suspension notice in the member's personnel file.
- J. A bargaining unit member shall be informed prior to any meeting where a disciplinary action might ensue. Either party may postpone said meeting for up to forty eight (48) hours at their discretion. The member may request to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative is present.

ARTICLE XIV

PROTECTION OF TEACHERS

- A. The Board shall enforce a student code of conduct that assists every teacher in student management. If student needs require special assistance, these students will be referred to the appropriate agency. Failure by the administration to enforce the student code of conduct shall be grievable.
- B. Any case of assault upon a teacher performing within the scope of his/her authority shall be promptly reported to the Board or its designated representative and immediate action taken. A teacher incapacitated by such assault shall suffer no loss of compensation or benefits during the first sixty (60) workdays of such incapacity. An incapacitated teacher may use a portion share of his/her accumulated sick days so the employee is receiving full salary in conjunction with his/her Worker's Compensation pay.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel where the teacher acted in accordance within the scope of his/her authority and in good faith.
- D. Any serious complaint by a person other than an administrator directed toward a teacher shall be promptly called to the teacher's attention and the person's name making the complaint shall be made known to the teacher. A teacher may request such complaints be made in writing and shall be signed by the complainant. Unless the complaint is signed by the complainant, it cannot be used in evaluation of the teacher, or placed in his/her personnel folder.

- E. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property but shall not be individually liable to the Board or administrative policy for any damage or loss to person or property, so long as the teachers have acted within their scope of responsibility and authority. Time lost by a teacher in connection with any incident occurring under this Section shall not be charged against the teacher if the teacher has acted within the scope of his/her responsibility.
- F. Students suffering from a communicable disease as identified under the Public Health Code MCL 333.5101 may be temporarily removed from the class.

ARTICLE XV

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving matters.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate, in the absence of a Master Agreement.
- D. Negotiations between the parties for a new Agreement will begin at least sixty (60) days before the expiration of this contract.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by a member or members of the Union, that there has been an improper interpretation or application of the terms of this Agreement, established law, or written policy of the Board.
2. The Term “Member” shall include any group of teachers who are certified and who are members of the bargaining unit.
3. A “party of interest” is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken in order to resolve the grievance.
4. The term “days” when used in this Article shall, except where otherwise indicated, mean working administration days.
5. The “grievant” is the person or persons, including the Union, making the claim.

B. Purpose

The primary purpose of the procedure set forth in this Article is to secure in the lowest level possible, 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 the procedure. Nothing contained herein shall be construed as limiting the right of any member of the Union having a grievance to discuss the matter formally with any appropriate member of the administration.

It is expressly understood by the Union and the Board that the Grievance Procedure beyond Level Four (4) shall not apply to the following areas, and that should a dispute arise in such areas the remedy shall be the first four (4) levels of the Grievance Procedure and, where applicable, those procedures provided under the Tenure Act: (1) discharge and demotion; (2) termination of probationary teachers; (3) adverse evaluation.

C. Procedure

In the event a grievance is pending as of June 1st, it shall be resolved prior to the beginning of the next ensuing school year. In this case, the term “days” shall mean calendar days. A number of days at each level should be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

1. Level One

An alleged grievance shall first be discussed informally with the principal within ten (10) days of the alleged violation. The grievant, at his/her option may be represented by the Union in the discussion.

2. Level Two

If the grievance is not resolved at Level One, the grievance may be submitted, within ten (10) days of the discussion at Level One, in writing to the principal. The principal shall render a decision in writing within ten (10) days.

3. Level Three

If the decision at Level Two does not resolve the grievance, the grievant may appeal the decision in writing within five (5) days of said decision to the

superintendent and request a meeting. Within five (5) days after the written request is filed with the superintendent he/she shall have a meeting with the grievant and/or the Union representative concerning the alleged grievance. Within five (5) days after said meeting the superintendent shall, in writing, render his/her decision upon the grievance.

4. Level Four

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) school days, the grievance may be submitted to mediation. Neither the MEA representative nor the District's legal counsel shall participate in mediation.

5. Level Five

If the grievance is not satisfactorily resolved through the mediation process, or if the grievance was not submitted to mediation after Level Three, the grievance shall be presented in writing by the Union to the Board of Education within five (5) school days from the date of the mediation or the Superintendent level disposition, and the Board of Education shall meet with the Representative of the Union for the purpose of conducting a hearing at a time mutually agreeable to them. The appeal shall be in writing and shall state the reason or reasons as to why the decision of the Superintendent of Schools was not satisfactory.

6. Level Six

If the alleged grievance is not settled at Level Five, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within five (5) working days from

the date of the Board's written decision at Level Five and the matter is appealed to the American Arbitration Association within twenty (20) working days from the Board's written decision at Level Five. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association. A teacher or group of teachers shall not be authorized to process a grievance to Level Six without the consent of the Union.

The arbitrator shall hear the grievance in dispute and shall render his/her decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws.

The arbitrator's fee and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any non-teacher witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

All time limits stated above may be extended by mutual consent of both parties.

- D. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- E. Any party of interest may be represented at all meetings or hearings at any level of the grievance procedure by another teacher or other person. However, any teacher in no event shall be represented by an officer, agent, or other representative of any organization other than the Union, or its parent organization. Further, when a teacher is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.
- F. A grievance may be withdrawn without prejudice or record, at any level, however, if, in the judgment of the Union the grievance issue affected a group of teachers, the Union may process the grievance at the appropriate level, Failure to appeal a decision at any level by either the grievant or the Union within the specified time limits shall be deemed an acceptance of the decision at that level. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances shall be prepared and distributed by the Union in cooperation with the superintendent.

Access shall be made available to all parties of interest, of places and records for all information necessary to the determination and processing of the grievance.

- G. All arbitration hearings will be held at a mutually agreed upon location within the School District.

ARTICLE XVII

SCHOOL COMMITTEES

- A. Unit leaders and grade level teams or departments will make up committees, as needed, that will work on alignments, assessments, research-based strategies, curriculum and materials and other such topics of importance to the school district.
- B. It will be the District's priority to have meetings take place during the school day. After school committee meetings, when voluntary, will not be compensated. Teachers will be compensated for any mandatory after school committee meetings.
- C. When a voluntary school committee establishes the need for new programs or changes in existing programs, an opportunity for all teachers affected by the program who wish to participate in the planning, implementation, and evaluation of those new programs or changes will be provided. The teachers affected shall be allowed adequate representation in the decision making process for new programs or changes in existing programs. Those affected will be notified and kept informed of the development of such a program and/or a change in existing programs. The final decision for program implementation and/or changes in existing programs lies with the administration.
- D. In the event there are no volunteers for necessary Committee positions, tenured teachers will be assigned by inverse seniority on an annual rotating basis.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Teachers who are going to be absent for any part of the school day must call the district's substitute teacher system. Even if a substitute is not required, the system must be notified of the absence. The automated system is operational 24 hours per day, seven days per week. Calls can be made at any time. However, calls must be made as early as possible in order to secure a substitute teacher to cover the classroom. It is necessary for each teacher to obtain a PIN number. Assistance with this responsibility can be obtained from the Payroll Supervisor.

Teachers who fail to report absences as outlined above will lose the day in pay.

B. 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 contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. If any provisions 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 not be deemed valid and subsisting except permitted by law, but all other provisions or application shall continue in full force and effect.

D. Since books are a primary tool of the teaching profession, teachers will be allowed to purchase books through the high school librarian with monies going through the

library account of the High School Internal Account. The purchaser will pay the sales tax to the seller.

- E. In order that the Board may comply with certain budget deadlines, the Union agrees that it will aid and assist the teacher in returning to the Board on or before April 30th of each year all letters of intent for the ensuing school year.
- F. Each teacher is responsible for his/her own certification, the certificates are due in the superintendent's office by October 25 of each year. Any loss of state aid because a teacher isn't properly certified shall be deducted from the salary of the teacher involved.
- G. When standardized tests are given, teachers will not be required to grade them but will analyze the results.
- H. A reasonable effort will be made to provide the agenda for the regular scheduled Board meetings to all members of the bargaining unit on the Friday prior to the regular Board meeting via email.
- I. The Board of Education and the Mason Education Association have the right to demand a clinical examination, either physical or mental or both, at board expense, when in their estimation, the health of the teacher is such as to make him unfit for service in the school system. The teacher may select a second psychiatrist at his/her expense and a third psychiatrist shall be used if necessary at divided cost.
- J. Address directories will be given in accordance with State and Federal Law.
- K. In the event that Performance Contracting is entered into by the Mason Board of Education, the program will be developed by teaching and administrative personnel.

- L. Any portion of the Master Agreement may be reopened for negotiation at any time by mutual consent of both sides.
- M. The parties to this contract mutually recognize and hereby incorporate in writing their past practice of paying teaching employees on days when school is closed due to inclement weather, severe storms, fires, epidemics or health conditions. On days when school is called due to inclement weather, if at all possible, the buildings will be open for teachers to make use of the facilities. Both parties recognize, that should the number of days/hours that school is closed due to inclement weather, severe storms, fires, epidemics or health conditions exceed the number of days/hours allowed under the State School Aid Act and the Revised School Code, additional days will be added to the end of the school year in order to comply with mandatory hour/day requirements delineated in the statutes. Teachers will not be compensated for any such make up days that are required in order for the District to receive full funding under the State School Aid Act as amended.
- N. The Board shall have the right to amend its student discipline code and policies referred to in this Agreement provided that doing so does not change teachers' hours, or terms and conditions of employment
- O. If necessary, the parties agree to negotiate unforeseen issues, which would require an agreement or letter of understanding during the tenure of this contract.
- P. 24-hour notification will be given that an administrative walk-through will be taking place in the building. Written feedback from the administration will be provided to the teacher within 5 days of the walk through. The Association and the

District agree that written feedback may not be used for, or in, contesting future evaluations.

SCHEDULE B

EXTRA COMPENSATION

- A. Secondary teachers teaching more periods than a normal load shall be paid an additional rate of pay commensurate with the formula $1/n$ times base pay, and n equals the number of periods on instruction per day. (Example, Jr. 7 Sr. High $1/n=1/7$)
- B. The reimbursement rate for counselors will be \$300.00 or per diem for required time beyond the normal school year.
- C. All expenses for conferences, if approved by administration, will be reimbursed. Reimbursement will be made for meals, transportation, registration fees, hotel accommodations, or any approved expense so long as proper documentation is provided for such reimbursement. When a teacher must use his/her personal automobile in the performance of his/her job, reimbursement will be made at the Board approved mileage rate.
- D. When a substitute cannot be found for a teacher, and it is a situation in which substitutes are normally hired, or should be hired, then the teacher who is assigned to supervise the class will be compensated at the following rate:
- 30-60 minutes - \$30.00
 - 61-80 minutes - \$35.00
 - 81+ minutes - \$40.00
- Teachers shall not be paid for more than one class period per day on a substitute basis.
- E. Schedule B will be reviewed on an annual basis by a joint committee of administration and teachers.

**Mason Consolidated Schools
Schedule B**

| Position | Per Person | # of Persons |
|------------------------|-------------------|---------------------|
| Band | \$2,323.00 | 1 |
| Choir | \$712.00 | 1 |
| Camp Storer | \$180.00 | 4 |
| HS Class Advisor | \$498.00 | 8 |
| HS Culture Club | \$285.00 | 2 |
| Drama | \$1,282.00 | 1 |
| Elementary Music | \$212.00 | 1 |
| MS Yearbook/Journalism | \$753.00 | 1 |
| HS Journalism | \$926.00 | 1 |
| HS Yearbook | \$1,250.00 | 1 |
| Little Red Schoolhouse | \$284.00 | 2 |
| HS – NHS | \$498.00 | 1 |
| MS – NHS | \$498.00 | 1 |
| Renaissance | \$285.00 | 1 |
| SADD | \$285.00 | 1 |
| MS Science Olympiad | \$1,069.00 | 1 |
| HS Science Olympiad | \$1,282.00 | 1 |
| HS Student Council | \$854.00 | 2 |
| MS Student Council | \$570.00 | 1 |
| HS Youth in Government | \$285.00 | 1 |
| MS Youth in Government | \$253.00 | 1 |
| Quiz Bowl | \$253.00 | 1 |
| Youth to Youth | \$253.00 | 1 |
| Chess Club | \$253.00 | 1 |
| Young Authors | \$152.00 | 4 |

SALARY SCHEDULE CONTINUATION

The salary of the school nurse shall be set according to the teacher's salary schedule if she/he has a BS degree in nursing or has a teaching certificate. Otherwise the pay shall be comparable to the nurse's annual salary at the County Health Department.

Teachers coming into the system from other systems shall receive credit up to a maximum of three (3) years on the present (adopted) schedule, and the Board may grant up to six (6) years on the present (adopted) schedule.

Two (2) years will be allowed for military service but the teacher must have teaching experience before military service is allowed. No teacher coming into the system shall earn more than a teacher presently employed with the same number of years experience. Any teacher serving in the system prior to the beginning of the second semester will be credited with a full year.

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages from the employees covered by this agreement.

The Board of Education shall provide insurance coverage up to and including full family sponsored dependents, up to age 25, for all teachers for a full 12 month period.

1. MESSA Choices 2 with a \$10/\$20 prescription card, and VSP2 Vision.
2. Delta Dental Plan C

If a teacher does not select MESSA Choices 2, he/she will receive Pak B.

An *in lieu* payment of 50% of the full family rate for MESSA Choices 2 Pak A will be paid to all members of the bargaining unit who elect not to take the insurance on an

annual basis. Pak B will still be provided at no cost to all employees. Payment may be deposited in an approved pre-tax account or taken in cash.

There will be an attendance incentive of \$700.00 per school year for members of the bargaining unit. For each absence a deduction of \$100 will be made from the total incentive. Bereavement, Board approved conferences and Association business days will not be counted as deductions.

MASON CONSOLIDATED SCHOOLS

CALENDAR

A. The parties agree to meet and negotiate school calendar(s) for the 2008-2009 school year(s), no later than six (6) weeks prior to the projected ending date of each school year.

If necessary, the Association and the Board will mutually agree on school calendars to meet minimum student hours for state aid purposes, for the duration of this contract.

B. When such days are rescheduled, in order to provide the required number of days/hours of instruction for the district to receive full state aid pursuant to the State Aid Act, bargaining unit members shall be required to report to work. The rescheduling of such days shall not entitle employees to additional compensation, nor shall such days operate to reduce compensation, delay compensation or increase the work time of employees. Rescheduled days shall be added to the end of the school year unless otherwise mutually agreed to by both parties.

Salary Schedule

2006-2007

| Step | BA | BA+20 | MA | MA+20 | EDS |
|------|-----------|-----------|-----------|-----------|-----------|
| 1 | \$ 33,373 | \$ 34,102 | \$ 36,890 | \$ 37,660 | \$ 38,806 |
| 2 | \$ 34,753 | \$ 35,478 | \$ 38,323 | \$ 39,082 | \$ 40,229 |
| 3 | \$ 36,496 | \$ 37,230 | \$ 40,124 | \$ 40,720 | \$ 42,025 |
| 4 | \$ 38,242 | \$ 39,154 | \$ 41,921 | \$ 42,672 | \$ 43,827 |
| 5 | \$ 40,368 | \$ 41,082 | \$ 44,073 | \$ 44,827 | \$ 45,980 |
| 6 | \$ 42,615 | \$ 43,700 | \$ 46,769 | \$ 47,527 | \$ 48,679 |
| 7 | \$ 43,750 | \$ 46,149 | \$ 49,221 | \$ 50,037 | \$ 51,193 |
| 8 | \$ 47,336 | \$ 48,596 | \$ 51,806 | \$ 52,566 | \$ 53,711 |
| 9 | \$ 54,787 | \$ 56,249 | \$ 59,764 | \$ 60,473 | \$ 61,003 |

Longevity Pay

| | |
|---------------------|-------|
| 10-14 Years Service | \$400 |
| 15-19 Years Service | \$500 |
| 20-24 Years Service | \$600 |
| 25+ Years Service | \$750 |

| 2007-2008 | | | | | |
|------------------|-----------|-----------|-----------|-----------|-----------|
| Step | BA | BA+20 | MA | MA+20 | EDS |
| 1 | \$ 33,707 | \$ 34,443 | \$ 37,259 | \$ 38,036 | \$ 39,195 |
| 2 | \$ 35,100 | \$ 35,833 | \$ 38,707 | \$ 39,472 | \$ 40,631 |
| 3 | \$ 36,861 | \$ 37,603 | \$ 40,525 | \$ 41,127 | \$ 42,445 |
| 4 | \$ 38,625 | \$ 39,545 | \$ 42,340 | \$ 43,098 | \$ 44,265 |
| 5 | \$ 40,771 | \$ 41,493 | \$ 44,514 | \$ 45,276 | \$ 46,439 |
| 6 | \$ 43,041 | \$ 44,137 | \$ 47,237 | \$ 48,003 | \$ 49,166 |
| 7 | \$ 44,187 | \$ 46,610 | \$ 49,714 | \$ 50,538 | \$ 51,704 |
| 8 | \$ 47,809 | \$ 49,082 | \$ 52,324 | \$ 53,091 | \$ 54,248 |
| 9 | \$ 55,335 | \$ 56,812 | \$ 60,362 | \$ 61,077 | \$ 61,613 |

Longevity Pay

| | |
|---------------------|-------|
| 10-14 Years Service | \$400 |
| 15-19 Years Service | \$500 |
| 20-24 Years Service | \$600 |
| 25+ Years Service | \$750 |

| 2008-2009 | | | | | |
|------------------|-----------|-----------|-----------|-----------|-----------|
| Step | BA | BA+20 | MA | MA+20 | EDS |
| 1 | \$ 33,707 | \$ 34,443 | \$ 37,259 | \$ 38,036 | \$ 39,195 |
| 2 | \$ 35,100 | \$ 35,833 | \$ 38,707 | \$ 39,472 | \$ 40,631 |
| 3 | \$ 36,861 | \$ 37,603 | \$ 40,525 | \$ 41,127 | \$ 42,445 |
| 4 | \$ 38,625 | \$ 39,545 | \$ 42,340 | \$ 43,098 | \$ 44,265 |
| 5 | \$ 40,771 | \$ 41,493 | \$ 44,514 | \$ 45,276 | \$ 46,439 |
| 6 | \$ 43,041 | \$ 44,137 | \$ 47,237 | \$ 48,003 | \$ 49,166 |
| 7 | \$ 44,187 | \$ 46,610 | \$ 49,714 | \$ 50,538 | \$ 51,704 |
| 8 | \$ 47,809 | \$ 49,082 | \$ 52,324 | \$ 53,091 | \$ 54,248 |
| 9 | \$ 55,335 | \$ 56,812 | \$ 60,362 | \$ 61,077 | \$ 61,613 |
| 10 | \$ 56,165 | \$ 57,664 | \$ 61,267 | \$ 61,994 | \$ 62,537 |

Longevity Pay

| | |
|---------------------|-------|
| 10-14 Years Service | \$400 |
| 15-19 Years Service | \$500 |
| 20-24 Years Service | \$600 |
| 25+ Years Service | \$750 |

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2006, and shall continue in effect until August 31, 2009.

WITNESSETH:

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their representatives on the _____ day of _____, 2007.

FOR THE UNION

FOR THE BOARD

President

Board President

Bargaining Team Member

Board Secretary

Uniserv Director

Superintendent

Appendix A

Health Insurance Cost Increases for 2007-08 and 2008-09

It was the intention of the parties that the savings created by the Association membership moving to the MESSA \$10/20 prescription card be sufficient to offset any increase in premium cost for MESSA Choices II health insurance for the 2007-08 and 2008-09 school years. With this concept in mind, if the premium increases are greater than the savings generated by the \$10/20 prescription card, the parties agree to immediately meet and bargain a resolution.