

**MASTER AGREEMENT**

**between**

**MASON COUNTY EASTERN SCHOOLS  
BOARD OF EDUCATION**

**and**

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**MASON COUNTY EASTERN  
EDUCATION ASSOCIATION**

**2006-2007  
2007-2008**

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**AGREEMENT BETWEEN THE MASON COUNTY EASTERN  
EDUCATION ASSOCIATION AND THE BOARD OF EDUCATION  
OF THE MASON COUNTY EASTERN SCHOOL DISTRICT**

This Agreement is between the Board of Education of the Mason County Eastern School District, Custer, Michigan, hereinafter called the "Board" and the Mason County Eastern Education Association, hereinafter called the "Association," wherever used in this Agreement. The term "Board" means the duly elected governing body of the school district, Superintendent, principals, and assistant principals, and will hereafter be referred to in this contract as the "Administration", which for all purposes shall be considered as the agent of the Board of Education.

**ARTICLE 1 - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II, of Public Act 336, as amended by No. 379 of Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, and on per diem appointments (excluding per diem and term substitutes), classroom teachers, MECEP (Michigan Early Childhood Education Program) teachers, guidance counselors, librarians, speech and hearing therapists, special education teachers, employed now or in the future by the Board, but excluding supervisory and executive personnel and office and clerical employees.
- B. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.
- C. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to insure the continued recognition of the Association and the continued employment of its members in such consolidated district.

**ARTICLE 2 - AGENCY SHOP**

- A. All teachers shall, as a condition of continued employment, pay either membership dues or service fees.
- B. The amount of dues and service fees and the schedule for payroll deduction will be established by the Association.

The deduction of dues and service fees is required as a condition of the master contract. The Board shall accordingly payroll deduct dues and service fees pursuant to the authority set forth on MCLA 408.477.

- C. The Association agrees to save the district, including individual Board members, administrators and others, harmless from any forms of liability associated with the implementation of the Article. The Association reserves the right to utilize its legal counsel to assume the defense of any action filed in relationship to this provision. The Board agrees to give timely notice to the Association and to permit intervention if the Association desires. The Board shall cooperate fully with the Association and its legal counsel in such action(s).

### ARTICLE 3 - TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 336, as amended by Act 379, of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under the laws 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 336, as amended by Act 379, or of 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, membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her agreement or otherwise with respect to any terms or conditions of employment.

The Association agrees it will not discriminate against any teacher who is not a member of the Association but is being represented by it.

- B. The Association may request from time to time information relative to problems to be discussed. Information will be available in the form of standard school reports.
- C. Except as set forth below, no teacher shall be disciplined, discharged, or reduced in rank or compensation or employment advantage without just cause.

The just cause provision will not apply to the non-renewal probationary teachers during their first two (2) years of probationary service. Such actions with respect to these probationary teachers, will not be done for reasons which are arbitrary or capricious and will not be subject to the grievance procedure set forth herein.

- D. The Association shall have the right, by request, to use school buildings and facilities when said buildings are open and staffed and when classes are not in session. Bulletin boards designated for Association use, as well as the intra-district mail system, shall be available to the Association and the membership as long as the use of these facilities is used for official organizational business and correspondence is signed by an officer of the Association.
- E. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- F. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of complainants, administrative action taken, and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. If material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. When a teacher is requested to sign material put in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. No action will be taken against a teacher based upon a prior verbal or written complaint not previously made known to the teacher.

A teacher may request a review of his/her permanent personnel file, to be conducted at a time mutually agreeable between the teacher and the Administration. A teacher, upon request, may be accompanied by an Association representative, but responsibility for

arranging such representative rests solely with the teacher. The teacher shall not be allowed access to confidential placement information obtained at the time of hiring (i.e., letters of recommendation, etc.).

- G. A system of progressive and corrective discipline shall be applied fairly to all teachers employed by the district and the level of disciplinary action taken shall be appropriate to the behavior which precipitates said action.

The following procedure will generally be followed:

1. Discussion of problem and verbal warning
2. Written warning filed in personnel record and with the Association
3. Suspension with pay
4. Suspension without pay
5. Dismissal

#### **ARTICLE 4 - BOARD'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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 foregoing, the right:

1. To the executive management and administrative occupational control of the school system and its properties and facilities, and the occupational activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees subject to the provision set forth in this Agreement;
3. 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;
4. To approve the means and the methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. The Board will consult with the teacher in affected areas with respect to these matters;
5. To determine class schedules, the hours of instruction, and the duties and responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities.

- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board and the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions 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 5 - COMPENSATION AND CALENDAR**

- A. The salaries for personnel in the bargaining unit are established in the salary schedule which is appended to this Agreement.
- B. Compensation for extra-curricular activities is established in Schedule B which is appended to this Agreement. All vacancies in this area shall be posted in the high school conference and elementary conference rooms by the Administration for at least ten (10) days prior to filling the position. A sign up list will be given to all teachers prior to the end of the school year for the following year's Schedule B activities and to any newly hired teachers as they sign contracts. This list will be recognized as an application for the position. Failure to sign up on the original list does not necessarily eliminate any interested teacher from a position. Individual contracts shall be offered no later than five (5) days following the regular October Board meeting for all known positions.
- C. A teacher engaged in contract negotiations on behalf of the Association, or who is required to participate in the grievance procedure hereinafter prescribed, shall do so during his/her conference period or during non-regular school hours.
- D. Individual teacher contracts will be offered annually for the term of this Agreement no later than five (5) days following the regular October Board meeting provided:
  - 1. A master agreement is ratified and in effect.
  - 2. Each teacher provided the Business Office with the proper verification of hour changes accompanied with a transcript no later than September 30.
- E. The employment calendar is contained in Appendix B which is attached to and incorporated into this Agreement.
- F. Per diem shall be defined as the teacher's annual salary, excluding any extra duty assignment pay (Appendix D), divided by the number of teacher work days set forth in Appendix B (Calendar).
- G. The time required by new teachers with mentors and in professional development activities and the time required by teachers associated with the individual development plans, shall not require additional compensation.

In the event the district required the teacher in such instances to attend a conference, the district agrees to reimburse the teacher for conference registration fees, lodging if necessary, meals and mileage.

### **ARTICLE 6 - TEACHING HOURS**

- A. All teachers' normal teaching hours shall be 7:50 a.m. to 3:20 p.m.
- B. Teachers will assist in student supervision during passing of classes.
- C. All teachers shall be entitled to a daily duty-free, uninterrupted lunch period of at least thirty-five (35) minutes.

- D. Teachers will make themselves available for a maximum of six (6) staff meetings per semester which may extend outside the normal teaching hours defined above.

Staff meetings will be contiguous to the work day and normally will not exceed one and one-half hours in duration.

- E. Teachers are not required to be present when school is closed because of weather conditions and/or mechanical failures. The Board and Administration shall mutually set a calendar so that any day lost in the event school is closed, for reasons that do not allow such days to be counted by the State Board of Education rules as days of instruction, will be made up. In the event there are more than 180 days of scheduled student instruction, the maximum number of instructional days that will not be made up is two (2) days.
- F. Any teacher may be assigned a portion of the normal teaching day on a regular basis to work on curriculum study and planning with his/her consent.

### **ARTICLE 7 - TEACHING CONDITIONS**

- A. The Administration will set teaching loads consistent with educational practices and sound economic judgment as determined by the Board. Each teacher is entitled to a daily conference preparation period. Both parties agree that teachers shall utilize such preparation periods in pursuit of activities which are directly related to their performance as teachers. Every effort will be made by the Administration to assign teachers within their major or minor field of study.

The duties of any bargaining unit member or the responsibilities of any or part of any position in the bargaining unit will not be transferred to persons not covered by this Agreement, without the prior written agreement of the Association.

Shared time with neighboring schools will not be used to cause a teacher to be laid off or to prevent a teacher from being recalled from layoff.

- B. Tentative grade assignment in the elementary school and subject assignments in the junior high/high school will be given prior to the closing of the school year. The Administration will notify teachers in writing of any changes in the above assignment by July 1. Any change after that date will occur only as a result of emergency conditions and then only after affected teachers have been notified and consulted by the Administration. The Administration agrees to notify the Association of any such change and the reasons for it.
- C. Normal elementary school teaching load consists of the class and hours assigned by the Administration and will include a preparation period.
- D. The normal teaching load in the junior high/high school consists of not more than six (6) classes in a seven (7) period day, or five (5) classes in a six (6) period day, with up to four (4) preparations as assigned by the administration and will include a preparation period during (not before the start of) the normal school day.

Five (5) preparations may be assigned by written consent of the teacher involved.

Study hall is not considered to be a preparation or a preparation period.

- E. Except as set forth below, In the event that a Michigan Early Childhood Education Program (MECEP) through twelfth grade class exceeds twenty-eight (28) students, the Administration will, where administratively feasible, assign:

1. Additional aide time in grades K-6;
2. Aide time in grades 7-12 during the hour(s) in which the limit is exceeded.

The Administration will confer with the teacher in the selection, placement, and assignment of aides. It is understood that competent high school students may be used as aides. It is also understood that the teacher has the right to waive aide help as he/she chooses.

Provided the district continues to receive early childhood funds from the State of Michigan, the aforementioned limit for MECEP will be reduced to exceeding twenty-six (26) students.

Provided the district continues to receive Title I funding and is permitted to continue to utilize Mason County Eastern students as aides, the aforementioned limit for 1-6 grades will be reduced to exceeding twenty-six (26) students.

F. Under no conditions shall a teacher be required to drive a school bus as part of his/her assignment.

G. Telephone facilities shall continue to be made available to teachers for their reasonable use. Only local calls or school related calls will be made on school telephones.

The Association agrees to reimburse the Board for any toll calls made for Association business.

H. Vending machines may be installed in teachers' lounges. The proceeds will be used for teacher recreational purposes. The Board and Administration assume no liability or responsibility for the operation, maintenance, or financial arrangements affecting such machines. Only one machine per teachers' lounge will be permitted. It shall be the responsibility of the Association to ensure the maintenance, care, and orderly operation of such machine.

I. The Board agrees to continue to provide parking facilities for the use of teachers.

J. In the event the district applies for a class size or case load deviation under the procedures established by the Michigan Department of Education, the Association President will be notified in writing of the request, the disposition of the request and the plan for implementation.

## **ARTICLE 8 - VACANCIES AND TRANSFERS**

A. The Board and the Association agree that transfer within the system may be desirable for the continuity of education. Notice of all vacancies and new positions shall be posted in each building during the school year and to the Association President, or his designate, during all times school is not in session. Such notice to the Association President is to be made by personal service to assure delivery. The Administration will not fill a position before the end of ten (10) calendar days from the date of such delivery and not before the end of five (5) working days during the school year. For purposes of this Article, a vacancy shall mean an unfilled position in the bargaining unit which the employer intends to fill after all assignments have been completed.

B. Any 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, the length of time each has been in the school system of the school district and other relevant factors.



The Administration will then act on all applications in the best interests of the school district and will inform all applicants and the Association of their decision.

- C. If the position was filled by transfer, subsequent positions will be posted with five (5) days to apply during the summer and three (3) days to apply during the school year. This transfer procedure will be limited to a total of three (3) postings.
- D. Following the applications of paragraphs A, B, and C, any existing position will be filled by a certified and qualified teacher by recalling from layoff as provided in Article 14, paragraph D.
- E. Following the applications of paragraphs A, B, C, and D, any existing positions will be filled by certified and qualified teachers.
- F. Transfers will be with full knowledge of the teachers.

### **ARTICLE 9 - ADMINISTRATIVE SENIORITY**

- A. Any teacher who shall be transferred to a supervisory or administrative position shall have their bargaining unit seniority frozen at the date of transfer and shall begin to reaccumulate seniority from that point should they later return to teacher status. This paragraph refers only to seniority in the bargaining unit and not to the step on the pay scale.
- B. Any administrator who has not been a member of the bargaining unit in the district, and who shall be transferred to teaching status, shall not be credited with accrual of seniority in the bargaining unit which would reflect the period spent in the supervisory or administrative status.

### **ARTICLE 10 - LEAVES WITH PAY**

- A. At the beginning of each school year, each teacher shall be granted a total of eight (8) sick days. Should the teacher leave the employ of the Board during the school year, the sick leave allowance shall be prorated and appropriate adjustment made.

Each teacher's unused sick days (excluding sick bank days as provided in Article 19) will accrue from year to year up to a maximum of two hundred forty (240) accumulated days.

- B. The Board may request a doctor's verification of any illness, injury, or disability covering the absence for which the teacher is to be paid.
- C. Leaves of absence with pay, chargeable against the teacher's sick leave allowance, shall be granted for the following reasons (renewable at the discretion of the Board).
  - 1. A maximum of three (3) days per school year for a critical illness in the immediate family which requires a doctor's care. In cases of dispute, a doctor's verification may be requested by the Board.
  - 2. Three (3) days when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care.
  - 3. One (1) day for attendance at the school graduation of someone in the immediate family.
  - 4. Time necessary for attendance at the funeral services of a person whose relationship

to the teacher warrants such attendance. Two (2) days maximum under this provision are chargeable against the sick leave allowance. Other days necessary to attend such funeral services shall be without pay and are not chargeable against the sick leave allowance.

5. A teacher who is disabled because of pregnancy will be able to use sick day benefits on those days that she is physically unable to perform her duties. For extended periods of leave, the Board may request periodic certification of her inability to continue work and perform her regular duties as verified by her physician. Sick leave benefits under this provision will be terminated when she is physically able to perform her duties as certified by her physician.
  6. Teachers who are absent on a compensable leave under the Worker's Compensation law who have accumulated sick leave available, will have a prorata portion of sick leave deducted on each day of absence to assure the continuation of the teacher's regular daily salary. Upon exhausting the sick leave accumulation, the teacher will only receive those amounts afforded under the law.
- D. At the beginning of each school year, each teacher shall be granted four (4) personal leave days, not chargeable against the sick leave allowance. Unused personal leave days will be added to the individual teacher's sick days at the end of the school year.

Requests must be made not later than two (2) days prior to the day requested, unless extenuating circumstances prevent such notice.

Absent an exception being made by the Superintendent, personal leave days will not be authorized to extend vacations (defined to also include holiday breaks), on exam days, on parent-teacher conference days, the first and last day of student instruction, on professional development days nor will more than two (2) teachers district-wide be authorized on a given day (third teacher at the discretion of the Superintendent).

Requests must be submitted in writing to the building principal to be forwarded to the Superintendent whose decision shall be final. The request need not contain a statement identifying the reason for the request, however it is understood that the use of such days for business which could be conducted outside of the normal school hours is prohibited.

- E. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
1. For a death in the immediate family, the first two (2) days of a total of five (5) days are not chargeable against the sick leave allowance. The last three (3) days of the total of five (5) are chargeable against the allowance.
  2. Absence when a teacher is called for jury duty or is subpoenaed to appear as a witness in a court of proper jurisdiction. The teacher shall be paid regular salary less the court-paid jury or witness fee. The teacher must present the court payment voucher to receive reimbursement.
  3. Administration approved visitation at other schools for attending educational conferences or inservice workshops, but expressly excluding any functions for the purpose of labor relations (e.g., collective bargaining, negotiations, grievance training, etc.). Teachers involved under this provision shall, upon request by the Administration, submit a written report concerning the program attended.
- F. At the beginning of each school year, the Association shall be credited with nine (9) days with pay to be used by elected officers and/or representatives of the Association. The

President of the Association agrees to notify the Superintendent not later than forty-eight (48) hours in advance of any Association officer and/or representative taking such leave. No more than two (2) teachers shall use this leave on the same day. No more than three (3) days in succession may be used by one (1) teacher. A limit of five (5) days may be used by any one (1) teacher in one (1) year.

- G. For the purpose of this Article, the term "immediate family" is defined to include the teacher's spouse and the children, parents, stepparents, grandparents, grandchildren, son-in-law, daughter-in-law, sponsored dependents and siblings of the teacher or his/her spouse.

### **ARTICLE 11 - UNPAID LEAVES OF ABSENCE**

- A. Any teacher whose personal illness, injury, or disability extends beyond the period compensated under the provisions of this Agreement shall be granted a leave of absence without pay for such time as is necessary for complete recovery from illness, injury, or disability. Upon return from leave, a teacher shall be assigned to the same position if available or to a comparable position.
- B. The Board reserves the right to require written doctor's reports to confirm the ability of the teacher to return from an unpaid leave of absence and to resume full teaching responsibilities.
- C. Leaves of absence without pay may be granted, upon approval of the Board, for the following purposes:
1. Study related to the teacher's licensed field.
  2. Study to meet eligibility requirements for a certificate other than that held by a teacher.
  3. Study, research, or special teaching assignment involving probable advantage to the district.
  4. The Board reserves the right to approve or deny all requests for leave under the provision of C. above.
- D. Teachers returning from any leave under provisions of Paragraph C may return to the same position if available or a comparable position. In no case, shall a leave of absence last more than two (2) years.
- E. Failure to return from a leave of absence shall be construed to mean that the teacher has voluntarily terminated employment with the district.
- F. Written request for an extension of leave must be received by the Superintendent not later than ninety (90) days prior to the expiration of the leave.
- G. Childcare leave without pay shall be granted upon written request to the building principal and the Superintendent specifying the beginning date of leave. This written notification must be submitted thirty (30) days before the specified date and the Board may request certification of pregnancy from the teacher's physician or of adoption from the adoption agency.
1. Such leave of absence may be for a period of one (1) full school year and may be extended to two (2) years at the discretion of the Board.

2. A teacher who is granted childcare leave may return to the salary schedule at the same step for service up to the time of the leave but not during the leave.
  3. Teachers on leave wishing to return to employment must notify the building principal and Superintendent in writing thirty (30) calendar days prior to returning to work and may only return at the beginning of a marking period.
- H. Unpaid leaves up to five (5) days may be granted by the Superintendent. Any additional days must be approved by the Board.
  - I. Personal leaves not provided for above may be considered on a case by case basis.
  - J. Teachers who desire to maintain their medical insurance during the period of unpaid leave may do so by paying the cost of the premium to the school district on a monthly basis.
  - K. Teachers who are elected to office in the Michigan Education Association or the National Education Association or are appointed to its staff will, upon proper application, be given a leave of absence without pay for the purpose of performing duties for the Association. Such leave will be without pay or seniority accrual or advancement on the salary schedule.
  - L. The date of return from any leave of absence under this Article shall be established in advance by mutual agreement of the Board and the teacher.

#### **ARTICLE 12 - TEACHER EVALUATION**

- A. All monitoring or observation of the classroom work of a teacher shall be conducted in person and with the full knowledge of the teacher.
- B. Teacher observation shall be by formal observation. In no event, shall an observation be for less than thirty (30) minutes.
- C. Each observation may be preceded by not less than one (1) day's notice at the request of the teacher by October 1 of each school year. If the administrator has a change in plans or conflict in his/her schedule, the teacher shall be promptly notified.
- D. All teachers, at the beginning of each school year, shall be informed by the Association of the specific criteria by which he/she will be evaluated.
- E. In the event that a teacher is being evaluated for classroom performance in a subject or grade outside his/her certification, notation of this condition shall be included in the written evaluation.
- F. Evaluations shall be by personal observation in the classroom, conducted by the building principal or Superintendent.
- G. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of the evaluation. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the Administration.
- H. Following each formal evaluation, which shall include a conference with the evaluator, the

teacher shall sign and be given a copy of the evaluation report prepared by his/her evaluator. In no case, shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self evaluation and/or submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the teacher's personnel file.

- I. Probationary teachers will minimally receive a year ending evaluation. The evaluation will be based upon at least two (2) classroom observations, the first and last of which are at least sixty (60) days apart, unless the teacher and administrator agree to a shorter interval. The first classroom observation will be within thirty (30) instructional days of the beginning of the teacher's work year or anniversary date where applicable and will be followed within ten (10) instructional days by a post-observation discussion with the teacher.

Tenured teachers will be evaluated at least once every three (3) years. Tenured teacher evaluations will be completed by May 1.

Any teacher may request an additional observation and evaluation.

- J. Probationary teacher evaluations will be completed prior to March 15 or sixty (60) calendar days prior to the probationary teacher's anniversary date where applicable. Probationary teachers will be notified within this timeline as to whether the teacher will be recommended for tenure, offered additional probationary status or be recommended of non-renewal. In the event a teacher is non-renewed, the Board will advise the teacher of the specific reasons therefore in writing with a copy to the Association.
- K. Each teacher's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this teacher is...." The evaluator will complete the sentence by choosing either "satisfactory" or "unsatisfactory".
- L. Evaluation criteria and the evaluation instrument are attached to this Agreement as Appendix A.

### **ARTICLE 13 - TEACHER PROTECTION AND RESPONSIBILITY**

- A. The maintenance of control and discipline in the classroom is a joint responsibility of the parties. The Administration agrees to provide assistance in this responsibility, either as it deems necessary, or in response to specific requests from the teacher or the Association.
- B. In those situations where either the teacher or the Administration believes that a particular student requires specialized assistance which cannot be provided in the classroom, efforts will be made to provide such assistance consistent with the needs and interests of the student and the district.
- C. Any case of assault upon a teacher shall be promptly reported by the teacher or Association to the Administration. The Board will provide legal advice to inform the teacher of his/her rights and/or obligations under the law, and shall assist the teacher in handling the incident with law enforcement and judicial authorities.
- D. If any teacher is sued for disciplinary action taken by the teacher against a student, the teacher may request assistance from the Board to include financial aid for legal services. Any request under this provision shall be made in writing to the Superintendent, who will forward the request with his/her recommendations to the Board. The teacher or the Association may request a hearing before the Board, but in all the cases, the decision of

the Board shall be final and binding on the parties. This provision of the Agreement is not subject to the grievance procedure.

- E. The Board will maintain a comprehensive liability insurance policy which will provide protection for all teachers in the discharge of their teaching responsibilities. The policy will provide legal services from the insurance carrier for protection of teachers in assault cases consistent with terms, provisions, and exclusions of the carrier.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless the teacher is finally adjudged guilty of a crime in connection with said incident by a court of proper jurisdiction.
- G. All complaints concerning a teacher's performance shall be promptly brought to the teacher's attention.
- H. Teachers shall be expected to exercise reasonable care in the performance of teaching assignments with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

#### **ARTICLE 14 - SENIORITY, LAYOFF AND RECALL**

- A. Teachers will be given layoff notice by July 1, unless the layoff is necessitated by the return of a teacher from a leave of absence or a reduction in categorical funding used in establishing increased FTE staffing levels in the program for the upcoming school year's master teacher schedule where the funding is reduced after July 1.
- B. In the event of a necessary reduction in personnel, the Board shall base reduction, retention, and reemployment upon qualification and seniority.
  - 1. If an elementary teacher is to be laid off, the least senior elementary teacher will be laid off. If the lay off of the least senior teacher will not leave a certified and qualified teacher to teach the classes deemed necessary, the second least senior teacher may be laid off. This process may continue up through the fourth least senior teacher on the combined seniority list who is elementary certified, but no more.
  - 2. If a junior high/high school teacher is to be laid off, the least senior teacher will be laid off. If the lay off of the least senior teacher will not leave a certified and qualified teacher to teach the classes deemed necessary, the second least senior teacher may be laid off. This process may continue up through the seventh least senior teacher on the combined seniority list who is junior high/high school certified, but no further.

In the event a teacher is laid off at the end of the year and is recalled by September 1 of the following school year, the salary paid to the teacher for the year will be inclusive of any money received in unemployment compensation during the layoff.

- C. The following also will apply.
  - 1. The essential element in considering a teacher qualified is that the teacher is properly certified.
  - 2. "Bumping" shall be defined as a teacher on layoff replacing someone of lesser

seniority. Teachers on layoff will be recalled by bumping after they have notified the Board and the Association, in writing, of the position of a lesser seniored teacher whom they can bump.

3. Changes in a teacher's certification after Labor Day of the next school year following the layoff shall not permit the teacher to be recalled by "bumping" until the following school year.
4. a. Seniority shall be defined to mean the length of continued unbroken service in the Mason County Eastern Schools. Time spent on leave of absence or layoff shall not constitute a break in service, and seniority shall continue to accrue as if employed in that position (part-time or full-time) for which they were laid off or on leave. Part-time teachers accrue seniority on a prorated basis.
- b. Date and time of teacher's signing of letter of intent shall be used where there is a tie in years of seniority. A seniority list shall be prepared each year in consultation with the Association President and posted no later than five (5) days following the October Board meeting.
- c. Seniority and recall rights in the Mason County Eastern Schools shall be lost by a teacher on lay off who retires, resigns, or is discharged for cause.
- d. Seniority rights shall be lost by the teacher if he/she does not return within ten (10) working days of recall from layoff. If, however, the teacher is under contract with another school district at the time of recall, the Board will extend the recall limit to the end of the school year for the following year.
- e. In no case can more than one (1) year of seniority be obtained in a school year.
5. Teachers shall be eligible for recall for a period of five (5) years from the effective date of layoff.
- D. In the event of recall from layoff, the Board will institute a recall procedure in writing by certified mail which will be in reverse order of layoff based upon qualification and seniority at the time of lay off. The teacher must provide the Board with an updated address where he/she can be reached.
- E. Seniority gained while on leave or layoff shall be credited to the teacher's account upon reemployment by the district in a position substantially equivalent to that before layoff.
- F. Acceptance or rejection of a position less than the one from which the teacher was laid off will not affect seniority or recall rights.
- G. While nothing in this section or Article is to be construed as in any way diminishing the rights of the laid off members, the Association and Board have also agreed that all laid off bargaining unit members shall have the right to be placed on a substitute list.

#### **ARTICLE 15 - GRIEVANCE PROCEDURE**

- A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement relating to wages, hours, terms, or conditions of employment may, within sixteen (16) days of the alleged violation or knowledge thereof, file a written grievance with the Board or its designated representative.

The Board hereby designates, as its representative for such purposes, the principal and Superintendent. The Association shall have the right to initiate a grievance on behalf of an individual or group of individuals without his/her or their specific approval indicated in writing on the written grievance. The individual can object to the grievance in writing.

Written grievances, as required herein, shall contain the following.

1. Signature of grievant(s).
2. Shall be specific.
3. Shall contain a synopsis of the facts giving rise to the alleged violation.
4. Shall cite the section or subsections of this contract or the written Board policy alleged to have been violated.
5. Shall contain the date of the alleged violation.
6. Shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- B. Within ten (10) days of the date of the alleged violation, the grievant(s) shall orally discuss the matter with the building principal(s) in an effort to resolve the problem informally. The grievant(s) may be accompanied by an Association representative upon his/her request. Responsibility for arranging representation lies solely with the grievant(s) and shall not serve to extend the time limitations herein established. Within three (3) days of the informal meeting, the building principal shall inform the grievant(s) of his/her decision. If, after the principal's response, a grievance still exists, grievant(s), with the aid of the Association or its representative, shall, within three (3) days, reduce the grievance to writing as specified in A(1-6) and present it to the Superintendent as specified.
- C. Within ten (10) days of receipt of the written grievance, the Superintendent shall indicate his/her approval or disapproval. If the Superintendent disapproves the grievance, he/she shall indicate on the grievance form his/her reasons for disapproval and forward one (1) copy to the grievant(s), one (1) copy to the Association, and one (1) copy to the principal of the building in which the grievance arose, and shall place one (1) copy in a permanent file in his/her office.
- D. If the decision of the Superintendent is not satisfactory to the Association, it may, within fifteen (15) days of receipt of the Superintendent's written decision, submit the grievance to arbitration through the American Arbitration Association (AAA), with the arbitrator being selected and proceedings governed by way of the rules and regulations of the American Arbitration Association (AAA).
  1. The decision of the arbitrator shall be binding on both parties.
  2. The costs of the arbitrator shall be born equally by the parties, except that each party shall pay the cost of calling its own witnesses and preparing exhibits and testimony.
  3. The powers of the arbitrator shall be limited only by the following provisions.



- a. He/she shall have no power to add to, subtract from, amend, or modify any provisions of this Agreement.
  - b. He/she shall have no power to alter or impose any salary schedule.
- E. Time limitations established hereinafter shall be strictly observed and may be extended only by mutual agreement in writing. Failure of a teacher to process a grievance within the time limits herein established shall preclude further proceedings on that grievance. Failure of the Administration to process a grievance within the time limits shall automatically advance the grievance to the next level of this procedure.
- F. The non-renewal of probationary teachers is not subject to the grievance procedures during the first two (2) years of probationary service. This provision is not intended to preclude a probationary teacher who is non-renewed during the first two (2) years from filing a law suit in a court of competent jurisdiction.
- G. Matters falling within the jurisdiction of a state or federal agency for which an administrative procedure exists to seek a remedy (i.e. Tenure Commission, Michigan Employment Relations Commission, Equal Employment Opportunity Commission, etc.) for which the teacher and/or Association has filed a complaint, may not be processed further as a grievance. In the event a complaint is filed and a grievance is pending at any level, further proceedings on the grievance are prohibited.

#### **ARTICLE 16 - PART-TIME EMPLOYEES**

A. Temporary Vacancies:

A temporary vacancy is one in which a teacher is not available to work due to an accident, extended illness or injury, or approved leave. Such a position will be filled by a certified substitute until such time as the teacher returns.

B. Part-Time Teachers:

Teachers who teach less than a normal teaching load will be defined as part-time teachers. The following will be guidelines to establish salary and fringe benefits.

1. Candidates with experience in teaching may be allowed as much as ten (10) years experience outside the school system provided that evaluations of that experience by the Board shows it to have been satisfactory.
2. Part-time teachers shall have their place on the salary schedule determined by the Administration in accordance with Section I. of Schedule A. Their yearly salary shall be the percent of the day they work times their appropriate step as found above.
3. Schedule F (3) for fringe benefits.

#### **ARTICLE 17 - RETIREMENT POLICY**

- A. The Board shall not adopt nor impose any policy regarding the retirement age of teachers which is in conflict with the provisions of this Agreement or applicable state and federal laws.
- B. Whenever possible, a teacher who is planning to retire at the end of the school year will inform the Superintendent of his/her intent on/or before April 1 in order to facilitate planning

## **ARTICLE 18 - MISCELLANEOUS PROVISIONS**

- A. For purposes of this Agreement, unless otherwise specified, the term "days" shall mean the days of the week (including the summer) Monday through Friday, excluding Saturday, Sunday, holidays, and scheduled breaks in the school calendar.
- B. Teachers will be provided a telephone number which they shall make every effort to call prior to 7:00 a.m. to report unavailability for work. The Administration bears the responsibility for arranging for substitute teachers.
- C. All librarians, counselors, speech and hearing therapists, and other certified specialists who are now or hereafter employed by the district do not accrue tenure in position but rather accrue tenure as any other member of the bargaining unit.
- D. This Agreement shall supersede any policy or regulation of the Board which may be inconsistent with its terms and shall supersede any inconsistent terms of an individual teacher contract.
- E. Copies of the Agreement shall be duplicated or printed at the expense of the Board thirty (30) days after the contract is ratified and presented to all teachers now employed or hereafter employed by the Board.
- F. If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees shall be found contrary to law (i.e. insufficient number of instructional hours or days, etc.), such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall immediately renegotiate the provisions or applications in question to comply with the law.

## **ARTICLE 19 - SICK LEAVE BANK**

- A. The sick leave bank from the previous contract is hereby extended. In the event that the total accumulation in the sick bank falls below one hundred (100) days, all teachers and the Board of Education shall make matching contributions to re-establish and maintain a balance of one hundred (100) days or more.
- B. All new bargaining unit members must contribute five (5) sick days to the sick bank according to the following schedule in order to be eligible to draw from the bank.

First year of employment - 2 days

Each subsequent year for three (3) years - 1 day in each of those years.

Any bargaining unit member having a legitimate need to use sick bank days (according to provisions of paragraph C) but having contributed less than five (5) days will be allowed full use of the bank as needed if his/her yearly contributions have been made up to the point of the need to draw from the bank.

- C. Restrictions relative to the usage of the sick leave bank are as follows.
  - 1. Access to the sick leave bank days may only be utilized by contributing teachers for their own personal illness or injury which is not compensable under the Worker's Compensation Act (see Article 10-C-6).

2. Personal sick leave accumulation and personal days for the year must be exhausted prior to receiving sick leave bank days.

A teacher with five (5) or more years of service within the bargaining unit who has used all the days referenced above, can only draw from the bank for absences of three (3) or more consecutive work days.

3. A physician's statement containing a diagnosis and prognosis may be requested by the district. The bargaining unit member will sign a release form if requested. The Board reserves the right to request additional opinions from a Board appointed and Board paid physician when making an initial determination and during the term of an absence.
  4. Maximum of ninety (90) days draw or the number of days necessary to qualify for LTD, whichever is less.
  5. Members who receive days from the sick bank will sign a redemption agreement which provides that:
    - a. If a teacher later collects worker's compensation or another form of disability payment for the period of absence under the bank's provisions, the bank will be repaid by the teacher.
    - b. If long-term disability is paid and for any twelve (12) month period results in the receipt of salary from the district and disability payments in excess of the teacher's annual salary, the bank will be repaid by the teacher.
  6. Any disputes relative to eligibility or continued eligibility will be resolved by the Superintendent and Association President following a review of the medical and related documentation. As such, the denial or discontinuation of bank payments will be subject to the grievance procedure.
- D. Any sick days which a teacher has accumulated who is leaving the school system for any reason other than leave, layoff, or retirement, will be automatically credited to the sick bank leave.
- E. Any accumulated sick days of a person who retires beyond the number for which he/she is reimbursed under Appendix C will automatically be credited to the sick bank.
- F. Clerical records of sick bank days will be kept in the Superintendent's office and copies will be given to the employee and to the Association. Copies of the cumulative sick bank days will be on file in the Association records as well as in the Superintendent's Office. A record of individual sick leave days will be given to each employee no later than five (5) days following the regular October Board meeting.
- G. A sick leave bank will be maintained in successive school years and in the event of its being removed from the contract, sick days will be returned to the teachers and the Board on a pro rata basis.

ARTICLE 20 - DURATION OF AGREEMENT

This Agreement shall become effective September 1, 2006, and shall expire on August 31, 2008.

BOARD OF EDUCATION

By *Christine D. Becker*  
President

By *J.M. Amundson*  
Secretary

Date: *June 6, 2006*

ASSOCIATION

By *Shelly Falconer*  
President

By *Suzanne White*  
Secretary

Date: *June 2nd, 2006*



CHIEF STRENGTHS OF TEACHER:

CHIEF AREAS THAT NEED IMPROVEMENT BY TEACHER:

SUGGESTIONS FOR IMPROVEMENTS BY ADMINISTRATION:

ADDITIONAL COMMENTS:

CONCLUDING STATEMENT:

Considering all factors, the work performance of \_\_\_\_\_

is: \_\_\_\_\_.

Date _____	_____	Date _____	_____
	Administrator's Signature		*Teacher's Signature

- \*1. This signature indicates that the Administrator and teacher discussed this report; however, this does not necessarily mean that the teacher agrees with each point on the evaluation.
2. The teacher may write a response to this evaluation and have it attached to this report and placed in his/her file.
3. It is understood that this evaluation is comprised of more than this thirty (30) minute observation.

**APPENDIX B**

**2006-2007 SCHOOL CALENDAR**

<p><b>AUGUST</b></p> <p>M T W T F</p> <p>1 2 3 4</p> <p>7 8 9 10 11</p> <p>14 15 16 17 18</p> <p>21 22 <span style="border: 1px solid black;">23</span> <span style="border: 1px solid black;">24</span> 25</p> <p>28 29 30 31</p>	<p><b>SEPTEMBER</b></p> <p>M T W T F</p> <p>1</p> <p><span style="border: 1px solid black;">4</span> 5 6 7 8</p> <p>11 12 13 14 15</p> <p>18 19 20 21 22</p> <p>25 26 27 28 29</p>	<p><b>OCTOBER</b></p> <p>M T W T F</p> <p>2 3 4 5 6</p> <p>9 10 <del>11</del> 12 13</p> <p>16 17 18 19 20</p> <p>23 24 <span style="border: 1px solid black;">25</span> 26 27</p> <p>30 31</p>	<p><b>NOVEMBER</b></p> <p>M T W T F</p> <p>1 2 <span style="border: 1px solid black;">3</span></p> <p>6 7 8 9 10</p> <p>13 14 <span style="border: 1px solid black;">15</span> 16 17</p> <p>20 21 22 <span style="border: 1px solid black;">23</span> <span style="border: 1px solid black;">24</span></p> <p>27 28 29 30</p>	<p><b>DECEMBER</b></p> <p>M T W T F</p> <p>1</p> <p>4 5 6 7 8</p> <p>11 12 13 14 15</p> <p>18 19 20 21 <span style="border: 1px solid black;">22</span></p> <p>25 26 27 28 29</p>
<p><b>JANUARY</b></p> <p>M T W T F</p> <p>1 <span style="border: 1px solid black;">2</span> 3 4 5</p> <p>8 9 10 11 12</p> <p>15 16 17 18 <span style="border: 1px solid black;">19</span></p> <p>22 23 24 25 26</p> <p>29 30 31</p>	<p><b>FEBRUARY</b></p> <p>M T W T F</p> <p>1 2</p> <p>5 6 7 8 9</p> <p>12 13 14 15 <span style="border: 1px solid black;">16</span></p> <p><span style="border: 1px solid black;">19</span> 20 21 22 23</p> <p>26 27 <del>28</del></p>	<p><b>MARCH</b></p> <p>M T W T F</p> <p>1 2</p> <p>5 6 7 8 9</p> <p>12 13 14 15 16</p> <p>19 20 21 22 <span style="border: 1px solid black;">23</span></p> <p>26 27 28 29 30</p>	<p><b>APRIL</b></p> <p>M T W T F</p> <p><span style="border: 1px solid black;">2</span> 3 4 5 <span style="border: 1px solid black;">6</span></p> <p><span style="border: 1px solid black;">9</span> 10 11 12 13</p> <p>16 17 18 19 20</p> <p>23 24 25 26 27</p> <p><span style="border: 1px solid black;">30</span></p>	<p><b>MAY</b></p> <p>M T W T F</p> <p>1 2 3 4</p> <p>7 8 9 10 11</p> <p>14 15 16 17 18</p> <p>21 22 23 24 25</p> <p><span style="border: 1px solid black;">28</span> 29 30 31</p>
<p><b>JUNE</b></p> <p>M T W T F</p> <p>1</p> <p>4 5 <span style="border: 1px solid black;">6</span> <span style="border: 1px solid black;">7</span> 8</p> <p>11 12 13 14 15</p> <p>18 19 20 21 22</p> <p>25 26 27 28 29</p>	<p>Key:</p> <p><span style="border: 1px solid black;">□</span> Vacation Period, Holiday, Other Non-Working Day</p> <p><span style="border: 1px solid black;">△</span> Non-Student Day/Professional Development Day</p> <p><span style="border: 1px solid black;">□</span> End of Marking Period</p> <p>* P.M. Parent/Teacher Conferences (1/2 day for students)</p>			

**Holidays:**

- Labor Day: 9/4/06
- Thanksgiving Recess: 11/23/06, 11/24/06
- Christmas Recess: 12/22/06 through 1/2/07
- Spring Recess: 4/2/07 through 4/9/07
- Good Friday: 4/6/07
- Memorial Day: 5/28/07

Total Student Days: 175  
 Total Teacher Days: 182

First Student Day: September 5, 2006  
 Last Student Day: June 6, 2007  
 First Teacher Day: August 23, 2006  
 Last Teacher Day: June 7, 2007 (1/2 day at discretion of principal)

One (1) Teacher Workday: 8/23/06  
 \*New Teacher Orientation: 8/25/06

Two (2) Half Days Parent/Teacher Conferences: 10/11/06 (12:30-3:30 p.m. & 4:00-7:00 p.m.)  
 2/28/07 (12:30-3:30 p.m. & 4:00-7:00 p.m.)

No School: 11/15/06 (first day of deer hunting season)

Winter Break Day/Make-Up Day: 2/19/07

Five (5) Professional Development Days: 8/23/06, 8/24/06, 10/25/06, 2/16/07, 4/30/07

Make-up days will be made up at end of school year.

\*Dates may be changed by mutual consent to consider county-wide common calendar.

## 2007-2008 SCHOOL CALENDAR

AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
M T W T F	M T W T F	M T W T F	M T W T F	M T W T F
1 2 3		1 2 3 4 5	1 <span style="border: 1px solid black; padding: 0 2px;">2</span>	3 4 5 6 7
6 7 8 9 10	<span style="border: 1px solid black; padding: 0 2px;">3</span> 4 5 6 7	8 9 <del>10</del> 11 12	5 6 7 8 9	10 11 12 13 14
13 14 15 16 17	10 11 12 13 14	15 16 17 18 19	12 13 14 <span style="border: 1px solid black; padding: 0 2px;">15</span> 16	17 18 19 20 <span style="border: 1px solid black; padding: 0 2px;">21</span>
20 21 <span style="border: 1px solid black; padding: 0 2px;">22</span> <span style="border: 1px solid black; padding: 0 2px;">23</span> 24	17 18 19 20 21	22 23 <span style="border: 1px solid black; padding: 0 2px;">24</span> 25 26	19 20 21 <span style="border: 1px solid black; padding: 0 2px;">22</span> <span style="border: 1px solid black; padding: 0 2px;">23</span>	24 25 26 27 28
27 28 29 30 31	24 25 26 27 28	29 30 31	26 27 28 29 30	31
JANUARY	FEBRUARY	MARCH	APRIL	MAY
M T W T F	M T W T F	M T W T F	M T W T F	M T W T F
1 <span style="border: 1px solid black; padding: 0 2px;">2</span> 3 4		3 4 5 6 7	1 2 3 4	1 2
7 8 9 10 11	4 5 6 7 8	10 11 12 13 14	7 8 9 10 11	5 6 7 8 9
14 15 16 17 <span style="border: 1px solid black; padding: 0 2px;">18</span>	11 12 13 14 <span style="border: 1px solid black; padding: 0 2px;">15</span>	17 18 19 <span style="border: 1px solid black; padding: 0 2px;">20</span> <span style="border: 1px solid black; padding: 0 2px;">21</span>	14 15 16 17 18	12 13 14 15 16
21 22 23 24 25	<span style="border: 1px solid black; padding: 0 2px;">18</span> 19 20 21 22	<span style="border: 1px solid black; padding: 0 2px;">24</span> 25 26 27 <span style="border: 1px solid black; padding: 0 2px;">28</span> *	21 22 23 24 25	19 20 21 22 23
28 29 30 31	25 26 <del>27</del> 28 29	31	28 29 <span style="border: 1px solid black; padding: 0 2px;">30</span>	<span style="border: 1px solid black; padding: 0 2px;">26</span> 27 28 29 30
JUNE				
M T W T F				
2 3 4 <span style="border: 1px solid black; padding: 0 2px;">5</span> <span style="border: 1px solid black; padding: 0 2px;">6</span>				
9 10 11 12 13				
16 17 18 19 20				
23 24 25 26 27				
30				

- Key:
- Vacation Period, Holiday, Other Non-Working Day
  - △ Non-Student Day/Professional Development Day
  - End of Marking Period
  - \* P.M. Parent/Teacher Conferences (1/2 Day for students)

**Holidays:**

- Labor Day: 9/3/07
- Thanksgiving Recess: 11/22/07, 11/23/07
- Christmas Recess: 12/21/07 through 1/2/08
- Good Friday: 3/21/08
- Spring Recess: 3/24/08 through 3/28/08\*
- Memorial Day: 5/26/08

Total Student Days: 175  
 Total Teacher Days: 182

First Student Day: September 4, 2007  
 Last Student Day: June 5, 2008  
 First Teacher Day: August 22, 2007  
 Last Teacher Day: June 6, 2008 (1/2 day at discretion of principal)

One (1) Teacher Workday: 6/6/08  
 \*New Teacher Orientation: 8/24/07

Two (2) Half Days Parent/Teacher Conferences: 10/10/07 (12:30-3:30 p.m. & 4:00-7:00 p.m.)  
 2/27/08 (12:30-3:30 p.m. & 4:00-7:00 p.m.)

No School: 11/15/07 (first day of deer hunting season)

Winter Break Day/Make-Up Day: 2/18/08

Five (5) Professional Development Days: 8/22/07, 8/23/07, 10/24/07, 2/15/08, 4/30/08

Make-up days will be made up at end of school year.

\*Dates may be changed by mutual consent to consider county-wide common calendar.



## APPENDIX C

### COMPENSATION

- A. Candidates with experience in teaching may be allowed as much as ten (10) years experience outside the school system provided that evaluation of that experience by the Board shows it to have been satisfactory.
- B. Increments become effective the first work day of each year and advancements under the salary schedule shall be automatic as of the first work day, following completion of required academic courses. Increments will not accrue during layoff or leaves of absence.
- C. Evidence of extra hours earned must be provided to the Administration by the Friday after Labor Day of that year for which payment is expected. Credit must be in the teacher's major or minor field or in pursuit of an additional certification or an approved masters degree by the teacher's university, or with prior approval of the Administration.
- D. If any teacher voluntarily gives up his/her conference time to teach or substitute teach on that hour, he/she will be paid at the rate of fifteen (15) dollars per period. Assignments will be made by the principal with the teacher's consent.
- E. Retiring teachers will receive payment of fifteen (15) dollars for each unused sick day up to one hundred fifty (150) in their personal accumulation (not including sick bank) on their final paycheck. For teachers with more than one hundred fifty (150) days of accumulation, the teacher payment will be increased to twenty-five (25) dollars per day.
- F. 1. Longevity is defined as years of teaching service at Mason County Eastern Schools. Longevity pay is to be paid when the teacher begins the following years of extended service at Mason County Eastern. Effective July 1, 2005, the longevity schedule will be extended as follows:

12 & 13 years of service	- 5% of the teacher's column base
14 & 15 years of service	- 7% of the teacher's column base
16 & 17 years of service	- 9% of the teacher's column base
18 & 19 years of service	- 11% of the teacher's column base
20 & 21 years of service	- 13% of the teacher's column base
22 to 24 years of service	- 15% of the teacher's column base
25 to 26 years of service	- 18% of the teacher's column base
27 to 28 years of service	- 20% of the teacher's column base
29 years of service	- 22% of the teacher's column base
30 and over years of service	- 25% of the teacher's column base

- 2. The following will apply to the computation of longevity pay and eligibility.
  - a. Only regular teaching service within the bargaining unit and administrative service since the employee's last date of hire will be counted for purposes of longevity pay eligibility.
  - b. Substitute service and prior service for those who are rehired will not be credited.
  - c. Part-time service for an entire school year will be treated as a full year of service.
  - d. Periods of unpaid leave and layoff will not be counted as service time.

e. Partial years of service (whether full-time or part-time) will be prorated.

3. Longevity pay eligibility and placement for the year will be determined in August.

In making the computation of the years of service under the procedures set forth in Section 2 above, only .5 years of service or more will result in rounding the years of service to the next highest level. For example, a teacher with 11.5 years of service will be eligible for placement at the 12 year level and a teacher with 24.4 years of service will be placed at the 24 year level.

G. Each teacher will receive his/her salary every two (2) weeks in twenty-six (26) pays. Each teacher will have the option of receiving his/her salary every two (2) weeks in twenty (20) equal pays, or each teacher will have the option of receiving his/her salary every two (2) weeks based on twenty-six (26) pays and a lump sum payment on the twentieth (20th) pay. Notification shall be made to the Administration by September first (1st) of the new contract year.

H. Teachers who work the full school year will receive full compensation according to the salary schedule.

**2006-2007 SALARY SCHEDULE**

(1%)

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10
1	\$29,601	\$30,489	\$30,785	\$31,081	\$31,377	\$31,673
2	31,377	32,379	32,724	33,070	33,417	33,795
3	33,153	34,270	34,664	35,059	35,456	35,917
4	34,929	36,160	36,603	37,049	37,496	38,039
5	36,705	38,050	38,543	39,038	39,535	40,161
6	38,481	39,941	40,482	41,027	41,575	42,284
7	40,257	41,831	42,422	43,016	43,614	44,406
8	42,033	43,721	44,361	45,005	45,654	46,528
9	43,809	45,612	46,301	46,995	47,693	48,650
10	45,586	47,502	48,240	48,984	49,733	50,772
11	47,362	49,392	50,180	50,973	51,772	52,894

\* This is the minimum schedule and it shall be amended per the formula in appendix C - Compensation.

**2007-2008 SALARY SCHEDULE**  
(1%)

STEP	BA	BA+18	BA+24	BA+30	MA	MA+10
1	\$29,897	\$30,794	\$31,093	\$31,392	\$31,691	\$31,990
2	31,691	32,703	33,052	33,401	33,751	34,133
3	33,485	34,612	35,011	35,410	35,811	36,276
4	35,278	36,522	36,969	37,419	37,871	38,420
5	37,072	38,431	38,928	39,428	39,930	40,563
6	38,866	40,340	40,887	41,437	41,990	42,706
7	40,660	42,249	42,846	43,446	44,050	44,850
8	42,454	44,158	44,805	45,455	46,110	46,993
9	44,248	46,068	46,764	47,464	48,170	49,136
10	46,041	47,977	48,723	49,474	50,230	51,280
11	47,835	49,886	50,681	51,483	52,290	53,423

\* This is the minimum schedule and it shall be amended per the formula in appendix C - Compensation.

The 2006-2007 and the 2007-2008 salary schedule will reflect the District's ability to increase compensation for teachers based upon the District's per pupil foundation allowance as established by the state and the number of students attending the District at the time of the fall and winter count.

**Definitions:**

Fall Student Count (fc): The student count as submitted by the District on the state fall count day.

Winter Student Count (wc): The student count as submitted by the District on the state winter count day.

State Aid Foundation Grant (sa): The state aid foundation grant allowance for Mason County Eastern as of October 1 of the contract year. A contract year is from September 1 through August 31.

Revenue (R): Revenue, for the purposes of this appendix, is the product of the State Foundation Grant and the sum of 75% of the Fall Student Count day added to 25% of the previous year's Winter Student Count, as determined by the state.

$$R=[Sa \times (.75fc + .25wc)]$$

Growth (g): Annual revenue growth, calculated by finding the difference between the revenue values (R) in consecutive years.

Using the above defined terms and variables, the salary schedule for 2006-2007 and 2007-2008 Will be determined as follows:

I. If the growth (g) is less than \$90,000, then the salary schedule will be increased by 1%.

If  $g < \$90,000$  then multiply salary schedule by .01

II. If the growth (g) is at least \$90,000 and less than \$125,125, then the salary schedule will be increased by 1.5%.

If  $\$90,000 \leq g \leq \$125,125$  then multiply salary schedule by .015

III. If growth (g) is at least \$125,125 and less than \$160,250 then salary schedule will increase by 2%.

If  $\$125,125 \leq g \leq \$160,250$  then multiply salary schedule by .02

IV. If growth (g) is at least \$160,250, then increase salary schedule by 3%.

If  $g \geq \$160,250$  then multiply salary schedule by .03

If there is a fiscal year change in the state aid foundation allowance, the final amount, whether deducted or increased, will be deducted or increased to the succeeding year's foundation allowance.

The adjustment to the salary schedule determined by the formulas above will be made after the state aid foundation allowance has been finalized and after the District submits it's Fall Student Count, no later than September 30. Such adjustments in salary will be made no later than the second pay in October. All salary earned to the second pay in October will be included in that pay. The salary schedule for the preceeding year will be used until the adjustments have been made.

APPENDIX D

EXTRA CURRICULAR ACTIVITIES

- A. Additional pay will be paid as indicated for the following additional duties.
- B. The Board reserves the right to terminate the services of any teacher in a position on the extra curricular Appendix D.
- C. Any additions on a contract are binding if signed by the Board.
- D. The pay for each position listed below is a percentage of the BA Base column of the Salary Schedule and the years in the position in the district.

- BA Base Step 1 for the first year
- BA Base Step 2 for the second year
- BA Base Step 3 for the third year
- BA Base Step 4 for the fourth year
- BA Base Step 5 for the fifth year
- BA Base Step 6 for the sixth year
- BA Base Step 7 for the seventh year

- E. A written evaluation shall be done by the Administration/Athletic Director following each sport concerning the performance of the coach. This evaluation shall be delivered to the coach within thirty (30) days of the last scheduled event in that sport in which athletes representing Mason County Eastern participate.

His/her strengths and weaknesses should be listed as well as possible solutions for any weaknesses. At the conclusion of this report, the statement: "Considering all factors, the work performance of this coach is - satisfactory or unsatisfactory." Failure to provide an evaluation to the coach within thirty (30) days shall be construed as a "satisfactory performance".

Any coach that is dismissed shall be granted the right of a hearing before the Board where a final decision shall be made.

- F. All bargaining unit members or persons on layoff from the unit shall be considered together (at the same time) for filling Appendix D assignments.

Cross Country Coach	8%
Junior High Cross Country Coach	3%
Varsity Golf Coach	8%
Varsity Soccer Coach	8%
Varsity Basketball Coach	11%

Junior Varsity Basketball Coach + \$80.00 for each freshman game	8%
Seventh Grade Basketball Coach	5%
Eighth Grade Basketball Coach	5%
* Junior High Basketball (7th & 8th) One Coach	6%
Assistant (Aide)	3%
Cheerleading Coach - High School	8%
Boys Varsity Baseball Coach	8%
Boys Junior Varsity Baseball Coach	4%
Girls Varsity Softball Coach	8%
Girls Junior Varsity Softball Coach	4%
Varsity Track Coach	8%
Varsity Track Assistant Coach	4%
Junior High Track Coach	3%
Varsity Volleyball Coach	11%
Junior Varsity Volleyball Coach	8%
Junior High Volleyball Coach	3%
Spring Track & Field Maintenance (Softball, Baseball, Track, Fall & Spring Soccer)	1% each
Varsity Club Advisor	5%
School Newspaper Advisor	2%
Yearbook Advisor (with yearbook as a teaching assignment)	4%
Yearbook Advisor (without yearbook as a teaching assignment)	8%
7th, 8th, 9th, 10th Grade Advisors	1.5% each
11th Grade Advisor	5%
12th Grade Advisor (with no senior trip)	2%
(with senior trip)	4%
High School Student Council Advisor	5%
Middle School/Junior High School Student Council Advisor	2%
Elementary Student Council Advisor	2%
Drama/Play Advisor	3%
Noon Duty	5%
Vocal & Band	8%
National Honor Society Advisor	2%

Quiz Bowl

1.5%

S.A.D.D.

1.5%

\* If only one coach is hired for this position he/she will be required to have an assistant. The coach is responsible for practice and game preparation. The assistant (aide) will support his/her efforts and be responsible for monitoring the team not actively participating.

- G. If more than one (1) person takes an Appendix D assignment, the percent is split on a prorated basis as agreed to by the staff involved.
- H. The intent of the Board/Athletic Department is to play an intramural type schedule for the fifth and sixth grade basketball teams. The players may go to a tournament, however, the intent is to reduce the total number of away games played.
- I. The intent of the Board/Athletic Department is to hire separate coaches for the seventh and eighth grade teams and to hire separate coaches for the fifth and sixth grade teams. If they are unable to do this, an assistant will be hired to help the fifth and sixth grade coach and/or the seventh/eighth grade coach.

## APPENDIX E

### SEVERANCE PAY AND INCENTIVE

Severance pay is hereby established for teachers who are at least fifty (50) years of age, who have taught a minimum of fifteen (15) years in the Mason County Eastern Schools, and are eligible for retirement under the Michigan Public Schools Retirement System. A one-time lump sum payment will be made within thirty (30) days following retirement. This paragraph is subject to Article 18 (F) of this Agreement. The amount of the one-time lump sum is according to the following schedule.

First Year Eligible	- \$12,000
Second Year Eligible	- 10,000
Third Year Eligible	- 8,000
Fourth Year Eligible	- 7,000
Fifth Year Eligible	- 6,000
Sixth Year Eligible	- 5,000
Seventh Year Eligible	- 4,000
Eighth Year Eligible	- 3,000
Ninth Year Eligible	- 2,000
Tenth Year Eligible	- 1,000



## APPENDIX F

### INSURANCE

A. The Board agrees to provide to all teachers the following insurance protection.

1. The coverage will be for the employee and his/her entire family for each year of this Agreement. When appropriate, MESSA Medicare Supplement and Medicare premiums will be paid on behalf of eligible employees, spouse, or dependents.

MESSA PAK Plan A - Full-time employees:

- a. MESSA Super Care 1 with MESSA Care Rider and \$5/\$10 Prescription Card or Choices II
- b. LTD - 66 2/3% Plan II
- c. Delta Dental - 80/80/50 - \$500
- d. Life - \$30,000, w/AD&D & W.O.P.
- e. Vision - VSP-1
- f. Dependent Life - \$2,000/\$2,000

2. Employees not electing Plan A of the MESSA PAK (option people) will be eligible for MESSA PAK Plan B.

MESSA PAK Plan B - Full-time employees:

- a. \$150 in cash under a qualified cafeteria plan
- b. Delta Dental 80/80/80 - \$800
- c. Vision - VSP-2
- d. Life - \$40,000, w/AD&D & W.O.P.
- e. LTD - 66 2/3% Plan II
- f. Dependent Life - \$2,000/\$2,000

The \$150.00 will be increased in accordance with the following schedule in the event the number of Plan B enrollees increases as set forth below.

6 Plan B enrollees or less	- \$150.00
7-9 Plan B enrollees	- \$160.00
10 Plan B enrollees or more	- \$170.00

3. For part-time employees. Should a part-time employee elect to enroll in Plan A or B, the employee will pay the differential between the cost of Plan C and the Plan enrolled in through payroll deductions as a condition of this contract.

MESSA PAK Plan C - Part-Time employees:

- a. \$50 in cash under a qualified Cafeteria Plan
- b. Delta Dental 80/80/80 - \$800
- c. Vision - VSP-2
- d. Life - \$40,000, W/AD&D & W.O.P.
- e. LTD - 66 2/3% Plan II
- f. Dependent Life - \$2,000/\$2,000

- B. Effective September 1, 2006, teachers electing Plan A with Choices will pay \$40.00 of premium per month and those electing Super Care I will pay \$102.00 of premium per month.

Effective September 1, 2007, teachers electing Plan A with Choices will pay \$20 of premium per month and those electing Super Care I will pay \$115.00 of premium per month.

These contributions will be payroll deducted as a condition of this Agreement. The Board will maintain an IRS Qualified Section 125 Plan for deductions to be made on a pre-tax basis.

- C. Teachers absent due to a disability (including Workers Compensation) who have exhausted their individual sick leave accumulation, will continue to receive insurance premium payments made by the Board for the balance of the current contract year unless the premium obligation is assumed sometime during that time period under the existing insurance plan(s).
- D. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to insure insurance coverage.

The open enrollment period shall be jointly established by the Board, the Association, and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever a group or individual subsidy amounts increase or decrease affecting the benefit package.

When necessary, premiums in behalf of the teachers should be made retroactively or prospectively to assure uninterrupted participation and coverage.

In instances where cost of coverage exceeds amounts of subsidy, the Board shall make provisions for the excess to be payroll deductible.

The Board will be responsible for providing insurance information including applications, claims materials, and enrollment meetings for the above mentioned programs.

- E. In the event an employee is terminated or resigns during the school year, the insurance shall be continued until the employee has received the prorata portion of the twelve (12) month insurance year earned at the time of the termination or resignation. An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits for a duration determined on a prorata basis.
- F. In the event an employee dies during the school year and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through the following September 30. If the employee dies after the completion of the school year and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through September 30 of that year.
- G. Payroll deductions shall be available for all current MESSA, MEAFS, and MEA programs.
- H. Sponsored dependents are not eligible for enrollment in the insurance plans under this Agreement at Board expense. The extension of benefits to sponsored dependents is subject to the approval of the insurance administrators and underwriters and payment of the appropriate premium by the employee.