

MASTER AGREEMENT

between the

MASON BOARD OF EDUCATION

of the

MASON PUBLIC SCHOOLS

and the

***INGHAM CLINTON EDUCATION
ASSOCIATION***

August 16, 2010 – August 15, 2011

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This Agreement is entered into between the Board of Education of the Mason Public Schools, hereinafter referred to as the "Board," and the Ingham Clinton Education Association, hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mason is their mutual responsibility and aim, and that the character of such education depends significantly upon the quality and morale of the teaching personnel, and that the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the parties, following professional negotiations, have reached certain understandings which they desire to memorialize and reduce to writing;

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1: Recognition

- A. *The Board recognizes the Association as the sole and exclusive bargaining and/or negotiating representative with respect to wages, hours and working conditions for all professional personnel, including teachers on tenure or probation, all elementary and secondary teachers, special education teachers under contract with the Mason Public Schools, guidance counselors, librarians, school social workers and psychologists, but excluding all supervisors such as the Superintendent, Assistant Superintendent, principals, assistant principals, and all other employees whose assignments are principally supervisory or administrative within the meaning of PERA (Public Employment Relations Act), and all other employees.*
- B. *The term "Association" as used in this Agreement shall mean the MDMEA (Mason District of the Michigan Education Association) and employees of the District who are authorized officers and agents of the MDMEA. The ICEA officers and agents shall have the right to bargain collectively for a new Agreement on wages, hours and working conditions for newly created jobs within the bargaining unit and shall have the right to determine if a grievance shall go to arbitration as specified in Level Four of Article VI. All other rights shall accrue to the MDMEA, its officers or agents.*
- C. *The term "teacher" when used in this Agreement shall refer to all employees within the foregoing bargaining unit description and reference to the masculine gender shall include the feminine gender and vice versa.*
- D. *Under current law a teacher who substitutes one hundred fifty (150) days of student instruction in one school year shall be entitled to be offered a full time vacant position for which he/she is certified and qualified for the balance of the school year or the next school year provided all other members of the bargaining unit are employed. Said rights shall be accorded to substitute teachers in Mason provided the law is not changed.*
- E. *If the Board creates a new bargaining unit position, it shall notify the Association of the position, together with the job description where appropriate, prior to permanently filling same and further, agrees to commence negotiation on wages, hours and working conditions. In the event of a dispute as to the inclusion of the position within the bargaining unit, either party may file a unit clarification petition with MERC for its determination of the dispute.*

ARTICLE 2: Board Rights and Responsibilities

- A. *The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions 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 control of the school system and its properties and facilities, and the school related 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.*
- B. *The employer has the right to establish reasonable policies and regulations governing appropriate conduct of employees.*
- C. *The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 hereof as are in conformance with the Constitution and laws of the United States.*

ARTICLE 3: Association Rights and Responsibilities

- A. *Pursuant to the Michigan Public Employment Relations Act, as amended, the Board hereby agrees that every teacher shall have the right to freely organize together or to form, join or assist in labor organizations to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection. Further, the Board agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the enjoyment of any of the rights covered by Michigan Public Employment Relations Act, as amended, or other laws of the State of Michigan or the Constitutions of the State of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his membership or non-membership in the Association, his participation or refraining from participation in any lawful activities of the Association or in collective professional negotiations with the Board of Education or of his institution of any grievance pursuant to this Agreement or any proceeding pursuant to law.*
- B. *The Board and the Association specifically recognize the mutual right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.*
- C. *The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and without regard to race, creed, religion, color, national origin, age, sex, or marital status, or disability. The private and personal life of any teacher shall not be grounds for any discipline or discrimination, unless the same shall adversely affect the student-teacher relationship.*

- D. *The Association shall be duly advised by the Superintendent of fiscal, budgetary, and tax programs affecting the District. The Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.*
- E. *In response to reasonable requests, the Board agrees to make available to the Association all available public information.*
- F. *The Association and its members shall have the right to hold their professional meetings in school buildings after working hours provided same shall not conflict with other previously scheduled meetings and provided they are during the normal work hours of custodial staff.*
- G. *Equipment shall be available for Association use at all reasonable hours without cost to the Association. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. The use of facilities and equipment shall not interfere with the instructional program. The Association agrees to reimburse the Board for any damage to school equipment which is entrusted to its use or care. Any dispute which may arise as to the liability for damages shall be subject to the grievance procedure.*
- H. *The Board shall make available in each school, restrooms and lavatory facilities exclusively for school personnel. A room shall be provided for use as a faculty lounge. A bulletin board for bargaining unit member use shall be provided in said lounge. The Association shall have the right to post notices of its activities and matters of Association concern on said bulletin boards.*
- I. *The Association may use the teacher mailboxes for communications to teachers. The District shall be reimbursed at the appropriate rate if the Association uses the inter-school mail service. All such communications will be authorized by the Association.*
- J. *If the Board and the Association agree to negotiate during the school day, any teacher so negotiating shall be released from regular duties without loss of pay.*
- K. *The Association President shall have fifteen (15) days of release time to coordinate Association business. Said days will be granted to individual members by the President of the Association upon prior notification to the building principal. The Superintendent may approve additional days. The Association shall reimburse the Board of Education for the cost of a substitute provided one is hired in the teacher's absence.*
- L. *The rights extended in this Article shall be limited to employees of the Board and not to members of the Association who are employees of other school districts in this state.*

ARTICLE 4: Teacher Rights and Responsibilities

- A. *The Board agrees that the administration will give all necessary assistance to teachers with respect to the maintenance of control and discipline in the classroom. Teachers agree to help supervise students throughout the school building and during assemblies and special programs.*

- B. *The Board recognizes that a teacher may use such reasonable force as is necessary to maintain order and control in a school or a school related setting for the purpose of providing an environment conducive to safety and learning. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary for any of the following:*
- (1) *To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district or public school academy functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.*
 - (2) *For self-defense or the defense of another.*
 - (3) *To prevent a pupil from inflicting harm on himself or herself.*
 - (4) *To quell a disturbance that threatens physical injury to any person.*
 - (5) *To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.*
 - (6) *To protect property.*
- C. *A teacher may dismiss a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish in writing, as promptly as his obligations will allow, full particulars of the incident to the principal. The principal, or his designee, shall respond to the teacher in writing as soon as possible concerning the disposition of the matter.*
- D. *Any case of assault upon a teacher which had its inception as a school-centered problem shall be immediately reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render the necessary assistance.*
- E. *Any teacher, who is threatened physically, verbally, or in a written manner by a student, shall have the right to request that the student be removed from his/her classroom. This request shall be submitted in writing to the building principal who shall initiate a formal risk assessment of the student's threatening behavior. A subsequent staffing of the student involving relevant school and other professional personnel shall be conducted to determine the outcome of the teacher's request for removal of the student. Teachers who disagree with the decision rendered by the staffing group may appeal to the Superintendent and Board of Education.*
- F. *If any teacher is complained against or sued as a result of any appropriate action taken by the teacher, while in pursuit of his/her employment and such action is not covered by liability insurance, the Board will provide legal counsel to advise the teacher of his/her rights and obligations.*
- G. *Time lost by a teacher in connection with any incident referenced in sections D and E of this Article shall not be charged against the teacher unless he/she is determined to have been negligent.*

- H. *Any reasonable complaint, as determined by the supervisor, directed toward a teacher by a parent shall be called to the attention of the teacher within forty-eight (48) hours of completion of the initial investigation. If such a complaint is brought to the teacher's attention, the teacher shall be made aware of the name(s) of the complaining party(ies). If a written complaint is filed, the teacher shall have the opportunity to respond in writing to such complainant. If the written complaint is subsequently placed in the teacher's personnel file, he/she will have the right to submit a written response as an attachment to the file copy of said written complaint.*
- I. *The parties recognize that in unusual circumstances, it is the Board's policy to reimburse teachers for loss, damage, or destruction of clothing or personal property while on duty.*
- J. *The Association recognizes that abuse of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the profession and create undesirable conditions in the school building. Alleged breaches of conduct shall be promptly reported to the teacher and the Association. The Association agrees to notify the teacher of such alleged deficiencies.*
- K. *A teacher shall at all times be entitled to have present a representative of the Association when he/she is being investigated, reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.*

The administrator will have clearly identified the member's deficiencies and documented the previously taken steps prior to the development and implementation of any written plan or placement in an out of sequence evaluation.

- L. *In recognition of progressive discipline, no teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand asserted by the Board, or representative thereof, shall be subject to the professional grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the teacher. Upon request of the teacher, such information shall be provided to the Association Representative.*
- M. *Teachers are protected from working under unsafe, unhealthy, or hazardous conditions or performing tasks which endanger their health and safety. Such conditions should be reported by the teacher, in writing, to the principal or submitted on the designated form provided by the District.*
- N. *Any warning, reprimand or other document of a disciplinary nature in a teacher's file which does not relate to a recurring incident within a three (3) year period from the date of such warning or reprimand, shall be removed at the written request of the teacher provided there is concurrence of the immediate supervisor. Should the teacher and the immediate supervisor disagree, the Superintendent shall make the final determination. Once removed, such documentation shall not thereafter be used against the teacher.*
- O. *If the Board receives a Freedom of Information Act request concerning materials contained in a teacher's personnel file, it will notify the Association and the teacher prior to, or at the time of fulfilling the request. If requested by the teacher, the Board will furnish copies of the materials to the teacher. The Board reserves the right to charge the Association the same amount for copies as it charges the person making the request under the Freedom of Information Act. If other requested materials are not in the*

personnel file and the teacher is named in the Freedom of Information Act request, then the foregoing shall also apply.

- P. In the event a teacher is subjected to physical or verbal abuse by a student, parent, members of the community or other employees of the District in regards to the teacher's proper duties; the teacher shall notify his/her immediate supervisor in writing within twenty-four (24) hours. The immediate supervisor shall determine what action is appropriate. Following such notification and action, the teacher or the Association may call for a special conference to review the situation.
- Q. A general education teacher, assigned a student with a special medical condition shall not be expected to perform routine medical procedures associated with the condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's medical condition. Reasonable accommodations for the student shall be established and indicated in a written plan.
- R. Teachers are encouraged to become residents of the community upon employment with the District.

ARTICLE 5: Dues, Fees and Payroll Deductions

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of initial employment, shall, as a condition of employment, pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Association's Administrative Procedures adopted pursuant to that policy. The Service Fee shall be legally permissible and not exceed the amount of the Association dues collected from Association members. The teacher may authorize payment through payroll deduction, as herein provided. In the event that the teacher shall not authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the teacher's wages and remit same to the Association.
- B. The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7), shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to authorize deduction for same, the Association may request the Board to make the deduction.
- C. Should the provision for mandatory payroll deduction of dues or Service Fees, as referenced in section A above, be found contrary to law, the parties agree to negotiate procedures for termination from employment for failure to comply with the provisions of this Article. Said negotiations shall commence within thirty (30) calendar days of any such determination.
- D. It is recognized that those teachers who were not members of the Association or did not pay a Service Fee prior to August 15, 1985, shall be exempt from the provisions of this Article.
- E. The Association has established a "Policy Regarding Objections to Political- Ideological Expenditures." That Policy (a copy of which shall be provided to each non-union teacher by the Association), and the administrative procedures (including the timetable for

payment) pursuant thereto, apply only to non-union teachers. The remedies set forth in such 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 teacher concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement,

- F. *Teachers who work less than full time shall be assessed on a pro-rata basis as determined by the number of hours they are normally scheduled to work. Teachers who are hired during the course of the school year will be assessed on a pro-rata basis as determined by their starting date and the days remaining in the school year.*
- G. *The Employer shall deduct Association dues and Service Fees equally over twenty pays during the school year commencing with the second pay period. Deductions shall be pro-rated based upon the amount of time the teacher is contracted to work.*
- H. *The Association shall notify the Employer of the amount to be payroll deducted for each teacher within two (2) weeks of the beginning of school or within thirty (30) days of employment, whichever is applicable.*
- I. *The Board agrees to remit all sums deducted to the appropriate Association together with a list of teachers from whom deductions were made.*
- J. *The Association shall hold the Board harmless from any and all claims, demand, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions herein. It is understood that the Association shall have the right to compromise claims which may arise under this save harmless clause. The Association shall indemnify and save the Board harmless from all sums improperly deducted and remitted to the Association.*
- K. *In the event litigation prevents the mandatory dues deduction herein specified or in the event litigation is commenced concerning the validity of the dues deductions in this Article, the Board shall have the right to cease dues deduction notwithstanding the terms of this Article until such time as the litigation clarifies the legal validity of the terms of this Article. The Board shall have the right to select its own attorney and the Association shall pay attorney fees associated with the defense of the validity of the terms of this Agreement.*
- L. *Upon appropriate written authorization from the teacher, the Employer shall deduct from the salary of such teacher and make appropriate remittance for tax sheltered annuities, credit union, United Fund, hospitalization and any other plans or programs jointly approved by the Association and the Board provided the District's accounting procedures can accommodate same.*

ARTICLE 6: Grievance Procedure

- A. *A grievance shall be defined as an alleged violation of the express terms of this Agreement.*

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. *The termination of service of or failure to re-employ any probationary teacher.*

2. *The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.*
 3. *Any matter involving the contents of evaluation.*
 4. *It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).*
- B. *The Grievant may designate an Association member or MEA staff as their representative in the grievance process. The Board hereby designates the principal of each building to act as its representative at Level One, and the Superintendent or his designated representative, to act at Level Two.*
- C. *The term "days" as used herein shall mean days on which school is in session. During the summer months, days shall refer to Monday through Friday excluding holidays. By mutual agreement, the parties may extend timelines. All extensions shall be in writing.*
- D. *A written grievance as required herein shall contain the following:*
1. *It shall be signed by the grievant(s);*
 2. *It shall be specific;*
 3. *It shall contain a synopsis of the facts giving rise to the alleged violation;*
 4. *It shall cite the section or subsections of this Agreement alleged to have been violated;*
 5. *It shall contain the date of the alleged violation;*
 6. *It shall specify the relief requested.*
 7. *Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limits set forth herein.*
- E. *Level One – Principal*
1. *A teacher believing himself wronged by an alleged violation of the express provisions of this Agreement may orally discuss the grievance with the building principal in an attempt to resolve same.*
 2. *If no resolution is obtained or no oral discussion is held, the teacher shall reduce the grievance to writing and file it with the principal within ten (10) days of its alleged occurrence or within ten (10) days of when the grievant could have reasonably been expected to have knowledge of its occurrence. By mutual agreement between the Association and the District, the ten (10) day time period at the onset of the grievance may be extended.*
 3. *The principal shall arrange a meeting with the grievant and/or designated representative and issue a written decision to the grievant and association representative within ten (10) days of receiving the written grievance. If the*

grievant is not satisfied with the principal's written response or no response is received, the grievant or Association may proceed to level two within ten (10) days of when the response was due.

F. Level Two – Superintendent

- 1. To appeal the decision a copy of the written grievance shall be filed with the Superintendent, or designee.*
- 2. The Superintendent or designee shall arrange a meeting with the grievant and/or designated representative and issue a written decision to the grievant and Association representative within ten (10) days of receiving the written grievance. If the grievant or Association is not satisfied with the Superintendent's written response or if no response is received, the Association may proceed to level three within ten (10) days of when the response was due.*

G. Level Three - Board of Education

- 1. To appeal the decision a copy of the written grievance shall be filed, together with the decision of the Superintendent, with the secretary of the Board.*
- 2. The Board may, at its sole discretion, waive its right to hear the grievance. In which case the union may proceed to the next step of the grievance procedure.*
- 3. However, in the event the Board exercises its right to hear the grievance, the following procedure shall be observed.*
- 4. Upon proper application as specified in Level Two, the Board shall allow the teacher and/or his/her Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing, subject to a., below.*
 - a. The Board may hold future hearings, may designate one (1) or more of its members to hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.*
 - b. Copies of the written decision of the Board shall be forwarded to the Superintendent, the principal of the building in which the grievance arose, the grievant, and the president of the Association.*

H. Level Four – Arbitration

- 1. Individual teachers shall not have the right to process a grievance at Level Four.*
- 2. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, notify the Superintendent or designee in writing that it desires to refer the matter to arbitration. If the parties cannot agree upon an arbitrator, the Association shall refer the matter to the American Arbitration Association for selection of the Arbitrator. The hearing shall be conducted in accordance with the rules of the American Arbitration Association.*

3. *Neither party may raise a new defense or ground at Level Four that was not previously raised or disclosed at other written levels.*
4. *The decision of the arbitrator shall be final and conclusive and binding upon teachers, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.*
5. *The powers of the arbitrator are subject to the following limitations:*

The Arbitrator:

- a. *Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.*
 - b. *Shall have no power to establish salary scales or to change any salary.*
 - c. *Shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.*
 - d. *Shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall construe the Agreement such that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.*
 - e. *Shall have no power to interpret state or federal law.*
 - f. *Shall not hear any grievance previously barred from the scope of the grievance procedure.*
6. *After a case on which the arbitrator is empowered to rule has been referred to him/her, it may not be withdrawn except by mutual consent.*
 7. *No more than one (1) grievance shall be considered by the arbitrator at the same time except upon the written consent of the parties.*
 8. *The cost of arbitration shall be borne equally by the parties. Each party shall assume its own cost for representation including any expense of witnesses.*
- I. *Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred. All extension of timelines will be agreed to in writing. Should the Board fail to respond to a grievance within the time limits specified, the grievance will be considered to have been moved to the next level*
 - J. *All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations except as mutually agreed otherwise.*

- K. *Where no monetary loss has been caused by the action complained of, the Board will be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.*
- L. *Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.*

ARTICLE 7: Working Conditions

A. *Hours*

- 1. *The Association recognizes that each teacher is expected to be punctual and regular in his/her attendance. In the event teachers deviate from established hours, the Association encourages principals to take positive action in eliminating such deviation.*
- 2. *Teachers agree:*
 - a. *To be in their buildings fifteen (15) minutes prior to the beginning of the school day [ten (10) minutes for K-5 and grades 9-12 teachers],*
 - b. *To be at their assigned place of duty ten (10) minutes prior to the beginning of the school day [five (5) minutes for K-5 teachers], and*
 - c. *To be in the immediate area of their assigned duty stations during passing time prior to the period following lunch and/or preparation periods.*
 - d. *To leave no earlier than five (5) minutes following the dismissal of school, except with permission from the building principal.*
- 3. *Work hours may be adjusted by mutual agreement between the teacher and administrator. Staff would be informed of any situations involving adjusted work hour opportunities and have the ability to express interest in the opportunity. Selection for assignment would be dependent on the individual being certified and qualified and possessing the most seniority, with exceptions made to maintain master schedule integrity.*
- 4. *All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes during which they may leave the building after notice to the office.*

In addition to the foregoing, teachers assigned to the K-5 levels shall be entitled to a ten (10) minute planning period which is contiguous to the lunch period.

The administration will evaluate the structure of the lunch hour to enable teachers to have the ten minute planning time free of students.

5. *Classroom teachers in grades K-5 shall be provided an average of 250 minutes of released preparation/conference time during the student instructional day each week except in the event of a reduction in staff and/or programs. Each full-time K-5 classroom teacher will be provided with five (5) forty (40) minute planning times per week. Partial classroom teacher's planning time will be prorated accordingly.*

When scheduling specials (physical education, music, art, etc.) the highest priority will be to minimize the number of days where K-5 teachers have no prep time. Some consideration shall be given to teacher preferences and upper elementary versus lower elementary needs. Excess planning time for physical education, music and art teachers will be used for program enhancement in a manner collaboratively decided by the teacher and building principal.

Each elementary school improvement team may explore innovative scheduling of preparation time.

6. *Full time classroom teachers in grades 6-12 shall have one (1) unassigned preparation period per day equal in length to an academic period. Part-time classroom teachers in grades 6-12 will receive preparation periods in accordance with the following:*

a.	<i>Teaching Hours</i>	<i>Contract Pro-ration</i>	<i>Teaching Hours</i>	<i>Contract Pro-ration</i>
	1	17%	1	25%
	2	33%	2	50%
	3	50%	3	75%
	4	67%	4	100%
	5	83%		
	6	100%		

- b. *This method of pro-ration takes into account the existence of a preparation period in each teaching day. Part-time teachers will be expected to report for work fifteen (15) minutes before their first class, if the majority of their assignment is in the first half of the day or stay five (5) minutes after their last class, if the majority of their assignment is in the second half of the day. Part-time teachers will also be expected to be in the building for an amount of time equal to their pro-rated preparation period. At the middle school, preparation period is defined as 47 minutes and at the high school, 70 minutes. The salary pro-ration percentage will be applied to the above class time periods to establish the pro-rated preparation period.*

- c. *As part of the weekly preparation time, each high school teacher must plan for 1 (one) TIES (To Inspire, Empower and Succeed) advisory period of forty minute duration to work with a group of approximately twenty students. Teacher responsibilities include, but are not limited to, academic advising, scheduling, data collection and other responsibilities decided and agreed to by building staff and administration. Members teaching a half time schedule or less are not required to participate in TIES.*

7. *Meetings and Professional Development Days*

- a. *All teachers agree to be available the equivalent of one (1) hour per week in addition to the basic school day for a building meeting called by the principal (not to exceed 20 per year) and for professional development (12*

hours) that will be selected by the teacher. An unscheduled meeting may be called by the principal for emergency reasons.

Teachers serving on curriculum councils are also expected to attend called meetings (not to exceed two (2) per month).

The Superintendent may call general staff meetings not to exceed four (4) in any school year. The Superintendent may call further meetings in emergency situations after consultation with the Association President.

It is understood that teachers, when requested by the Special Education Director or Building Principal, shall attend IEPTs, student staffing and other meetings as determined appropriate by the supervisor. Wherever reasonably possible, these meetings will take place during regular, established hours with minimum disruption of normal planning time.

- b. Eighteen (18) hours on calendar of professional development will be provided by the District. This time may be replaced with teacher selected professional development activities established by the Professional Development Committee and with building principal approval.
- c. Reporting forms for recording professional development hours will be maintained by teacher and building principal to record the thirty (30) hours required by the state.

8. All teachers will consider it a professional obligation to attend the following:

Elementary teachers: Fall Open House
 Fall Parent Conferences
 Spring Parent Conferences

Secondary teachers: Fall Parent Conferences
 Spring Parent Conferences
 A Chaperoning Function

In addition to the foregoing, all teachers are encouraged to attend High School Commencement and other after school student activities.

Within the adopted format of the trimester schedule, high school teachers will have three sets of parent-teacher conferences. Each high school teacher will dedicate five (5) hours of parent-teacher conference time for each trimester as established by the school. No additional release time will be provided other than the current amount established on the calendar.

- 9. The Board will employ a sufficient number of lunchroom and playground aides at the elementary schools to supervise the student lunch/recess period.
- 10. Teachers will be available on a rotation basis for consultation with the lunchroom/playground aides when the building principal is not available during the lunch period.
- 11. Any teacher who substitutes in the absence of the building principal, as a consultant to the lunchroom and playground aide(s) during the student lunch/recess period, shall be compensated at the hourly rate established in

Appendix B for Professional hourly rate. It is understood that the building principal must authorize the compensation prior to payment.

- a. *Prior to the first student day in each building, a list of playground regulations will be jointly developed by teachers and the building principal.*
 - b. *A copy of the regulations will be provided to each teacher and each lunchroom and playground aide prior to the first student day in each year.*
 - c. *When it will be necessary for the principal to be absent during the student lunch/recess period he/she will notify the consultant prior to the lunch period.*
12. *A K-5 teacher may choose to take his/her class outside for recess daily [twenty (20) minute maximum] and provide direct supervision for the students.*
13. *Any teacher who completes the parent-teacher conferences prior to the end of the conference schedule may leave the building with the permission of the principal, who will not unreasonably withhold such.*
14. *Probationary teachers fulfilling the fifteen (15) days of professional development as required by law will be paid at the per diem substitute rate of pay for reporting to work in August prior to the first returning-teacher day for District sponsored Professional Development.*
15. *Teachers assigned partial FTE schedules shall work a pro-rated amount of time as defined by the posting or administrator. The individual is expected to attend a pro-rated number of staff meetings and professional development activities, and work a pro-rated amount of the required after school time (13.5 hours) equal to the partial schedule.*

B. Class Loads

The teacher/pupil ratio is an important aspect of an effective educational program. The parties agree that class size should be adjusted whenever possible to meet the following maxim:

1. Elementary:
- Kindergarten26*
 - Grades 1-226*
 - Grades 3-628*
 - Split Sections24*
 - Special Education15*
 - Transitional 1st grade15-18 students*
 - Pre-Kindergarten16-18 students*
- a. *Class loads will be adjusted and/or aides assigned as appropriate within ten (10) working days of the first annual count day and the beginning day of each successive marking period thereafter for grades K-5. For 6th grade, the count dates will be the first annual count day and the beginning day of the 2nd, 3rd and 4th marking periods.*
 - b. *Physical Education, Music, and Art in grades K-5 shall be governed by the above class sizes. An overloaded section will be exempt from the aide requirement defined in Article 7B5.*

- c. *Prior to the first full week of school and prior to establishing class schedules, the physical education and music teachers will be consulted by their respective building principals regarding their class schedules.*
- d. *Within each building the disparity in class size at the same grade level will not exceed four (4) students. Once the school year begins, the disparity will be addressed by placing new students in the class with the lower student count. This subsection d. may be voided by either the Board or Association annually.*

2. Secondary:

Technology Education.....	24
Speech.....	24
Art.....	28
<i>(H.S. pottery limited to 2 students per wheel, not to exceed 28)</i>	
Accounting	28
English	28
Middle School – (Lab. 24)	28
Language	28
Family and Consumer Sciences	
<i>(Nutrition High School - Lab. 24)</i>	<i>28</i>
Composition	24
Mathematics.....	28
Introduction to Computers.....	Not to exceed 28
<i>Limited to one student per computer</i>	
7th & 8th Grade Computer Ed....	Not to exceed 28
<i>Limited to one student per computer</i>	
Science	28
<i>(By 2011-12, MHS Chemistry classes limited to not exceed 28)</i>	
History	28
Social Studies	28
Drafting	<i>Limited to number of teaching stations</i>
Physical Education.....	34
Exploratory.....	24

- a. *Secondary instrumental and vocal music teachers shall be consulted as to class size before the class schedule is established.*
- b. *In grades 7-12, if the daily load is below the maximum, individual class size may exceed class size maximum by no more than two (2) students in not more than one-half of the teacher's assigned classes. By mutual agreement between the teacher and administrator, the maximum may exceed three (3) students in any one hour. If daily load is at the maximum, individual class size may exceed class size maximum by no more than one (1) student.*

Example: Below daily load based on 24 maximum class size
 $26 + 26 + 22 + 23 + 22 = 119$

Example: At maximum daily load based on 24 maximum class size
 $24 + 25 + 25 + 22 + 24 = 120$

- c. *Section b. above shall not apply to those classes which are designated as limited to the number of teaching stations. If safety concerns exist, an aide will be provided upon the mutual agreement of the teacher and administration.*
 - d. *The disparity in class size between the same course offered the same hour will not exceed four (4) students. The necessary adjustments will be made up to, but not including, the first student day of the semester. Once the semester begins, the disparity will be addressed by placing new students in the class with the lower student count. This subsection d. may be voided by either the Board or Association annually.*
3. *Should a teacher feel that he/she has been assigned an imbalance of students with special needs, he/she may request, and shall be granted, a hearing with the building principal for the purpose of justifying and/or exploring alternative solutions. If the teacher is not satisfied with the principal's disposition, he/she may appeal to the Superintendent for a review.*
 4. *Special education class loads shall not exceed state standards except in cases where a deviation has been permitted by the State Department of Education. Copies of the deviation requests for special education class loads will be provided to the Association President upon submission to the Department of Education.*
 5. *In the event the listed maximum is exceeded in any K-6 class, an aide will be assigned to that class on the following basis:*
 - a. *Elementary classrooms may be overloaded by one (1) or two (2) students (K-2 to 28 and grades 3-6 to 30) in which a half time aide will be provided, if the teacher so desires.*
 - b. *Through mutual agreement between the teacher and administrator, class maximums may be exceeded by three (3) students. Where the overload is three (3) students, an aide will be provided for the entire school day for each classroom (a.m. or p.m. for kindergarten) exceeding the specified maximum, if the teacher so desires.*
 - c. *Kindergarten classrooms that are overloaded to twenty-nine (29) students shall receive an additional classroom aide. Literacy and Special Education aides are not considered overload aides.*
- C. *The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Team (IEPT). It is further acknowledged and recognized that the general education classroom teacher and the appropriate special education teachers are jointly responsible for the implementation of the IEP and for attending to the educational needs of special education students assigned to the teacher's class.*
1. *A Least Restrictive Environment Committee process is hereby established.*
 - a. *Section C shall only apply to identified special education students in the following categories: CI, SXI, and AI and the medically fragile.*

D. Miscellaneous

1. *The Board or its representatives agree to meet with the duly designated representatives of the Association from time to time for the purpose of improving the selection and use of educational tools. The Board agrees to promptly implement all joint decisions made by its representatives and the Association consistent with its financial ability to do so.*
2. *Within reason, radical temperature deviations (outside the range of 75-78 degrees for air-conditioned classrooms during warm weather and 68-72 degrees during cold weather) within the classroom will be given the highest maintenance priorities. Forms for reporting these problems will be provided in the principal's office. The Superintendent will be provided with copies of completed forms. Additionally, problems may be reported on the end-of-year forms.*
3. *The Administration will be responsible for printing student names, addresses, and birth dates on CA 60 Kindergarten records.*
4. *Duties such as collecting monies will be kept at a minimum through the assignment of such tasks to non-professional personnel.*
5. *The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be advised of a telephone number to report unavailability for work. Calls shall not be later than one (1) hour prior to the beginning of the first class period. The Board shall accept the responsibility of acquiring substitute teachers with the following exceptions: Guidance Counselors, Social Workers and School Psychologists. Except for good cause, a teacher who fails to report an absence as specified above may be denied pay.*
6. *The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. There will be available at each school adequate word processing and copying equipment for teachers' use in the preparation of instructional material.*
7. *Telephones having a reasonable degree of privacy shall be made available to teachers throughout the school system for school business and emergency personal use. Teachers will pay toll charges for personal calls.*
8. *The Board agrees that academic freedom is essential for good teaching. Only where and when necessary and based only on accepted standards of professional educational responsibility, shall limitations be placed upon the study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning.*
9. *It shall be a violation of this Agreement to initiate discussion of or conduct Association business in class or to use the student-teacher relationship to promote personal or Association positions.*
10. *All teachers in a given subject or a given grade level shall be required to follow the curriculum guide or text for that subject or grade level unless granted specific permission by the Administration to do otherwise.*
11. *The final report card for all students will be mailed except as financial considerations dictate otherwise.*

ARTICLE 8: Calendar

- A. *The calendar(s) as set forth in Appendix C is designed to coordinate the shared services in the county for Mason students. Any modification in said calendar(s) shall be by mutual agreement between the parties.*
- B. *When weather conditions, mechanical malfunctions and/or other emergencies or Acts of God close schools to students, teachers shall not be required to report for work.*
 - 1. *When school is closed for the above reasons, teachers will be notified by radio or telephone.*
 - 2. *Pursuant to State Law, the first thirty (30) hours of Act of God or Emergency school closings will be considered as time worked. All additional Act of God or Emergency hours will be considered as days and/or hours not worked and not paid but will be rescheduled to provide the number of days and hours of student instruction required to receive full state aid. Teachers will be expected to report for work on said rescheduled days at their regular rate of pay.*
 - 3. *A teacher who is on paid leave when school is closed for the above reasons shall suffer neither loss of salary nor loss of leave time.*
- C. *Should the State Aid Act be changed, the parties agree to renegotiate any necessary provisions to ensure the District receives full state aid.*
- D. *In the event the parties have miscalculated the state-mandated hours/days of student instruction for the duration of this Agreement, same shall be subject to further negotiations except that there will be no additional compensation.*

ARTICLE 9: School Improvement, Inservice and Professional Development

- A. *For those teachers participating on the School Improvement Team, a balance between released time and after school hours for committee work will be maintained. Where the difference between released time and after school hour's participation exceeds three (3) hours, the correction of the disparity shall become part of the agenda at the next School Improvement Team meeting. In no event shall the imbalance exceed six (6) hours in any school year.*
- B. *Participation on legally mandated committees shall be voluntary unless sufficient volunteers are not available.*
- C. *Each teacher is encouraged to improve professionally. In-service programs will be provided cooperatively by the administration, Board and staff. It is suggested that in-service be offered in part, on school time. The time period for professional development activities that occur on non-student days shall be defined as follows: full day - 8:00 a.m. – 3:00 p.m. and an A.M. half day 8:00 a.m. – 11:00 a.m.*
- D. *All teachers shall be expected to participate in in-service programs formulated with the cooperation of the Board, the administration and the teachers, unless excused for a period of time because of illness or some other unavoidable cause. Any determination of failure to meet professional development requirements, as charged, shall be subject to review.*

- E. *The Board and the Association recognize the need for professional development, and, therefore, encourage teachers to enroll in college or university courses related to their instructional responsibilities.*
- F. *The Board agrees to reimburse any teacher, who has completed one (1) year of service to the Mason Public Schools, for one-half (1/2) of the costs incurred for tuition associated with such course work. Said reimbursement will be contingent upon the Superintendent's decision as to whether the course is related to the teacher's instructional responsibilities. Credits earned in this manner may not be used toward the completion of initial certification requirements; nor can any one (1) teacher receive reimbursement for more than six (6) semester hours or nine (9) term hours during any one school year, July 1 - June 30.*
- G. *Upon application, the Board may provide the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.*
- H. *There shall be a Professional Development Committee composed of six (6) members, three (3) appointed by the Association and three (3) appointed by the Board. The Committee shall do the following:*
- *Maintain a list of approved professional development activities.*
 - *Oversee the professional development form used to record teacher PD hours.*
 - *Address other related matters as it may determine.*
- I. *At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.*

ARTICLE 10: Evaluation

- A. *It shall be the administration's responsibility to evaluate performance. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or an administrator who is otherwise familiar with the teacher's work. The evaluation process and forms set forth in the Evaluation Process and Framework For Professional Practice booklets will be used to evaluate performance and will be interpreted for any and all new hires prior to any formal observation.*
- B. *The purposes of evaluation are to provide information which will determine the employment status of the teacher and promote the improvement of instruction. The evaluation of a teacher's performance will be based only upon valid criteria.*
- C. *Formal monitoring or observation of the work of a teacher shall be conducted openly and in the classroom with full knowledge of the teacher. Formal monitoring in any other manner shall be done only with the consent of the teacher. Each observation shall be for a minimum of thirty (30) consecutive minutes.*

D. *The appropriate administrator shall provide the probationary teacher with an Individualized Development Plan at the beginning of the second school year. First year probationary teachers may also be provided an IDP. The Plan shall be based upon the Evaluation Process and Framework For Professional Practice and shall be developed in consultation with the teacher.*

1. *The initial observation of the first year probationary teacher shall be conducted within the first six (6) weeks of school.*
2. *Probationary teachers shall receive an annual, year-end Track I evaluation in writing each year during the probationary period. Said evaluation shall be based upon at least two (2) classroom observations at least sixty (60) calendar days apart. Year-end evaluations shall include an assessment of the teacher's progress toward meeting the goals of the Individualized Development Plan.*
3. *All required probationary evaluations shall be completed by March 30.*
4. *In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reason(s) therefore in writing.*

E. *Tenured teachers shall be evaluated in writing annually. All required evaluations of tenured teachers shall be completed by April 30 in the evaluation year. Prior to initiating a Track III evaluation, the administrator will have clearly identified the member's deficiencies, documented previously attempted improvement efforts and reviewed the evidence of a lack of positive progress with the relevant staff member (the staff member may request union representation). Said staff member may request one (1) reevaluation by an alternate administrator, within thirty (30) days of being placed on Track III and an Individual Development Plan.*

Teachers who are actively participating in the National Board Certification process are exempt from the evaluation requirement as stated above (once in a three year period) if the evaluation is scheduled during the year(s) of participation.

F. *A copy of the written evaluation shall be made available to the teacher at least 24 hours prior to the personal interview. During the interview, the teacher and administrator shall review the evaluation and content of the observation(s) and goal(s) upon which the evaluation is based.*

1. *Should the overall work performance of the teacher be rated less than satisfactory, an Individualized Development Plan within Track I or III shall be implemented to improve the teacher's performance.*
2. *Said Plan shall be developed in consultation with the teacher.*
3. *The plan shall be based upon the Evaluation Report in the Evaluation Process and Framework For Professional Practice booklets and at least two (2) classroom observations.*
4. *Evaluations pursuant to an Individualized Development Plan shall include an assessment of the teacher's progress toward meeting the goals of the Plan.*

5. *Evaluation reports which are part of an Individualized Development Plan shall show that any previously noted deficiency has been corrected or that said deficiency still exists.*
6. *Should the supervisor find a teacher's work performance lacking, the reason(s) therefore shall be set forth in specific terms as shall an identification of the ways in which he/she is to improve and of the assistance to be given by the administration. Further, a reasonable deadline for improvement shall be established.*
- G. *Should the teacher disagree with the content of a written evaluation, he/she may submit his/her written objections and have same attached to the (personnel) file copy of the evaluation within fifteen (15) working days of receipt of said evaluation.*
- H. *A teacher's signature on a written evaluation shall not be interpreted to mean that he/she necessarily agrees with its content, but shall be interpreted to mean that he/she has reviewed said material.*
- I. *In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reason(s) therefore in writing. Said teacher shall be entitled to a hearing with the Superintendent or his/her designee.*
- J. *The evaluation forms are set forth in the Evaluation Process and Framework For Professional Practice booklets and are considered a part of this Agreement.*
- K. *The discharge for unsatisfactory services of School Psychologists and Social Workers who have been employed by the Mason Public Schools for more than four (4) full school years shall be an appropriate matter for consideration under the Grievance Procedure in this Agreement, including Arbitration. Any such grievances shall be filed within ten (10) workdays of receipt of written notice of discharge.*
- L. *Should the Michigan Teacher Tenure Act be repealed by the Legislature either party may request bargaining within thirty (30) calendar days after repeal toward the replacement of the due process procedures.*

ARTICLE 11: Qualifications and Assignments

- A. *For purposes of this Agreement including layoff and recall, no teacher will be assigned to a position for which he/she is not both certified and highly qualified. (Teacher interns are excepted.) Bargaining unit members must meet all applicable standards for a "highly qualified teacher" under the No Child Left Behind Act of 2001 and meet the Michigan definition of "Highly Qualified Teachers" as approved by the State Board of Education. This provision shall not limit the District's right to engage a full or part-time non-certificated, non-endorsed teacher to teach certain subject areas as determined by the State Board pursuant to section 1233-b of the revised School Code.*
 1. *In grades K-5 and grade 6 in a self-contained classroom, highly qualified shall be defined as possessing elementary certification. Areas of specialization such as elementary music, physical education, library science or special education shall require special certification or a special endorsement.*

2. *In grades 7 and 8, in addition to certification, highly qualified shall be defined as possessing a major in the content area in which they are teaching or meeting one of the following criteria:*

- *Successfully complete the MTTC subject area examination for subjects in which they do not have a major (these teachers may be teaching in their minor area)*
- *Possess a graduate degree or coursework equivalent to an undergraduate major in the teaching field (teachers may apply a MA degree in a teaching field to one content area to gain certification)*
- *Achieve National Board Certification or credentialing in the subject(s) at an appropriate developmental level(s) that he/she teaches*
- *Complete a Highly Objective Uniform State Standard of Evaluation (HOUSSE) process that consists of developing a portfolio that will be assessed by a local committee of administrators and teachers.*

Teachers in counseling, library science and special education shall hold special certification or a special endorsement.

3. *In grades 9-12, highly qualified shall be defined as possessing secondary certification and a major in the content area in which they are teaching or meeting one of the criteria listed above in A.2.*

- B. *Upon the written request of the teacher and approval by the Superintendent, the Board will pay for the needed training, course work, workshops, etc. for teachers assigned to teach in areas where they have no previous training or classroom experience.*
- C. *All teachers shall be given the opportunity to review their assignment for the following year before the close of the present school year. Teachers will be consulted whenever possible before any changes in their schedules are made after the close of the school year. Only in the case of an emergency will assignments be changed after August 15.*
- D. *Any assignments in addition to the regular load during the school year shall not be obligatory, but shall be with the consent of the teacher. Preference in making extra-duty assignments as set forth in Appendix B will be given to tenured teachers regularly employed in the District if they are equally qualified to other applicants.*
- E. *In the event there are changes in the law or if the law is repealed, the Association and Board agree to bargain the impact on wages, hours and working conditions.*
- F. *The Board agrees to pay members a total of one hundred sixty dollars (\$160.00) toward the cost of re-certification with the Michigan Department of Education. As of January 1, 2005, employees will be reimbursed for successful completion of the Michigan Test for Teacher Certification (MTTC) in areas based on District needs.*

ARTICLE 12: Special and Student Teaching Assignments

- A. *Assignments to summer school programs will be made by the Board with first consideration given to tenured teachers who possess a continuing teaching certificate and who are regularly employed in the District during the school year, provided, that state and federal regulations are met.*
- B. *Teachers who supervise student teachers shall be tenured and possess a Bachelor's Degree. Supervision of a student teacher shall be voluntary.*
- C. *The Association agrees to accept student teachers as honorary members and include them in appropriate Association meetings and activities.*
- D. *Should remuneration be received by the Mason School District as a result of providing student teaching experience, such funds shall be spent following the sponsoring organization's guidelines and the District's purchasing procedures. In the event that an agreement cannot be reached regarding the use of the funds, a committee of administrators and teachers will be formed.*

ARTICLE 13: Shared Assignments

For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full time personnel. It is understood that teachers electing job-sharing positions are not eligible for unemployment compensation.

- 1. *The parties agree that job-sharing arrangements shall be restricted to two (2) teachers sharing one (1) full time position.*
 - a. *Agreement to share a full time job assignment shall commit the teacher(s) for not more than one (1) year and shall expire with the last workday of each school year.*
 - b. *The teacher(s) shall have the options of requesting the renewal of the established job sharing assignments, requesting the granting of another job sharing assignment or returning to a position subject to the provisions of Article 15, section A.1.*
 - c. *While involved teacher(s) may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment, the less senior teacher shall be considered displaced unless by prior written agreement, the more senior teacher agrees to be displaced.*
 - d. *The junior teacher shall have the right to displace the teacher with the least district-wide seniority provided he has the necessary certification and/or qualifications. The exercise of this provision shall not cause the unnecessary layoff of any teacher.*
 - e. *Should the displaced teacher not possess the necessary seniority and certification to effect paragraph d above, he/she shall have the option of requesting the creation of another job sharing assignment or be subject to layoff.*

2. *Job sharing situations shall be arranged by the teachers involved and presented to the Superintendent and the Association prior to May 1.*
3. *In order to establish a shared job assignment, the teacher and principal involved shall, by June 1:*
 - a. *Schedule the work time and designate the responsibility for each class or subject, e.g. one (1) semester on, one (1) semester off; mornings and afternoons; class hours at secondary level, etc.*
 - b. *Provide a brief description of how the responsibilities are to be shared, including:*
 - 1) *parent-teacher conferences*
 - 2) *grade level meetings*
 - 3) *building staff meetings*
 - 4) *in-service education sessions*
 - 5) *half days of school*
 - 6) *communication with immediate supervisor and the process to be used*
 - 7) *mutual planning time/individual planning time*
 - 8) *other appropriate responsibilities*
4. *The assignment shall become final upon mutual agreement of the teachers, the principal, and Superintendent after completion of such plans.*
5. *Whenever possible, teachers in a shared job assignment shall substitute in the other's absence at the established substitute rate.*
6. *Teachers in a shared job assignment shall accrue seniority and salary schedule credit as if employed full time. Teachers working only one (1) semester in a job sharing assignment will have seniority accrual only through the semester worked.*
7. *Teachers in a shared job assignment shall receive the pro-rata share of salary which reflects the fraction of time the position is shared and as provided at Appendix A of the Master Agreement.*
8. *Sick leave and personal leave shall accrue and be credited on a pro-rata basis as provided in Article 1 of the Master Agreement. Teachers sharing one (1) full time position shall receive a pro-rata portion of one (1) full time fringe benefit package.*
9. *Employment in a job sharing position is subject to the terms and conditions outlined in this Article and the Master Agreement negotiated between the Board and the Association.*
10. *The Board of Education reserves the right to approve all shared teaching assignments.*

ARTICLE 14: Mentor Teacher

- A. *A mentor teacher shall be a tenured teacher.*
- B. *Each teacher in his/her first three (3) years in the classroom shall be assigned one or more mentor teacher(s) by the Administration. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a collegial fashion.*
- C. *A mentor teacher shall be assigned in accordance with the following:*
1. *Participation as a mentor teacher shall be voluntary.*
 2. *The mentor teacher assignment shall be for one (1) academic year subject to review. The appointment may be renewed in succeeding academic years.*
 3. *Should either the mentor teacher or the mentee present cause to dissolve the relationship, the administration will meet with the mentor teacher and the Mentee to determine an appropriate course of action.*
 4. *Mentees will be matched with mentors who work in the same building whenever possible.*
 5. *Instructional support in the classroom from district personnel will be provided at the request of the mentor teacher, mentee or building administrator through the evaluation process. The individual assigned to provide instructional support would be in a non-evaluative role.*
- D. *Upon request, the Administration may provide release time so the mentor may work with the mentee in his/her assignment during the regular workday. Where practical, the mentor teacher and the mentee shall be assigned common preparation time.*
- E. *Mentees shall be provided with a minimum of fifteen (15) days of professional development instruction during their first three (3) years of classroom teaching.*
- F. *Performance responsibilities of a mentor teacher may include but not be limited to: work to establish a relationship with Mentee based on mutual trust, respect and collegiality; provide encouragement, support, guidance and feedback when needed; help mentee feel welcome; take part in training to enhance teaching and mentoring skills; complete periodic evaluations of Mentor-Mentee program, as requested,; contact mentees, minimally once a week, for formal or informal meetings; help mentee learn about resources, procedures, curriculum, students' needs, building and district policies, regulations and schedules; promote a smooth transition between teacher training and the actual classroom setting; facilitate three-way conferences involving the mentor, mentee and Principal; provide opportunities for mentee to observe the mentor and other teachers; share new and alternative materials, methods and resources with mentee; observe mentee's teaching in a classroom setting; conduct pre and post observation conferences; and assist mentee with goal setting.*

- G. Classroom teachers who serve as mentor teachers shall be compensated an annual amount equal to one percent (1%) of their annual contracted salary as set forth at Appendix A. Mentors will receive the one percent (1%) compensation per mentee, with a limit of two mentees per mentor.

ARTICLE 15: Vacancies, Transfers and Promotions

- A. For purposes of this Agreement, a vacancy shall be defined as an open position known by the administration to have no teacher with an outstanding right to return to the position for a full year or no displaced teachers who are certified for the position. A displaced teacher is an individual whose position has been eliminated. It is understood that during a reduction in personnel, both voluntary and involuntary transfers may occur prior to the filling of vacancies.
1. Vacancies shall be posted for a minimum of five (5) working days, except during the summer months days shall be Monday through Friday. Posting shall occur in each building, except during the summer months posting will occur in the Central Office. A copy will be sent to the Association President.
 2. Vacancies known to exist for the ensuing school year will be posted not later than two (2) weeks after the April Board meeting.
 3. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill a position, but said temporary assignments shall not extend beyond the balance of the school year. The person temporarily appointed to fill such vacancy or position shall not be given preference for permanent appointment over any applicant from within the staff.
 4. In order to minimize program disruption, the Board may appoint less senior teachers to fill vacancies created by leaves of absence which are less than one (1) full school year.
 5. Teachers who desire to apply for a vacancy shall file an application in writing with the Superintendent. In filling such vacancy or new position, the Board agrees to give due consideration to the professional background and attainment of all applicants, the length of time each has been in the District, and other relevant factors. Where qualifications are equal, service within the system shall govern. For purposes of this Article, "service" in the system shall mean continuous employment in the District, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on a leave of absence for any cause.

If a member desires to transfer to an unstaffed position prior to the recall of individuals on layoff status, the member shall complete the form in Appendix G. When considering individuals for placement, the following factors will be considered: certification, highly qualified status, seniority, Title One comparability and other potential factors (e.g. – the transfer would block a laid off member from returning due to the certification/qualification/grade level of the position changes). The transfer request form must be submitted by June 1, or within five days that an unstaffed position becomes available. Copies of the transfer form will be filed with the individual's current principal, the principal of the building where the transfer is

requested, the Association President and the Assistant Superintendent for Human Resources.

6. *An interview committee will be used to recommend a viable candidate to the Superintendent to fill a vacancy. The four to six (4-6) person committee shall include the following:*

- *Department chairperson/grade level or subject common teacher*
- *Association appointed teacher (collaborated with administrator)*
- *Administrator appointed teacher (optional)*
- *Two administrators*

B. *If the Board creates a new bargaining unit position, it shall notify the Association of the position together with the job description where appropriate, prior to permanently filling same and further, agrees to commence negotiation on wages, hours and working conditions. In the event of a dispute as to the inclusion of the position within the bargaining unit, either party may file a unit clarification petition with MERC for its determination of the dispute.*

C. *An involuntary transfer of a teacher to a different building at the elementary level, or an involuntary transfer of a teacher to a grade level or department assignment where substantially different preparation is required, shall entitle the teacher to either four (4) days of compensatory time or compensation equal to four (4) days at the current substitute rate of pay for preparation in the new assignment when notice of such involuntary transfer is ten (10) or less workdays prior to the commencement of the new assignment, or unless mutually agreed upon by the Association and the Board. In addition, maintenance services shall be provided to move any equipment and/or supplies required in the new assignment.*

1. *Teachers involuntarily transferred for less than half (1/2) of their working day, shall be entitled to half (1/2) of the compensatory time or half (1/2) of the substitute rate referenced in Section D above.*

2. *Compensatory time shall not be taken on the first or last day of school of instruction or on the day immediately preceding or immediately following a school holiday or vacation period.*

3. *An assignment which requires substantially different preparation shall include, but not be limited to the following:*

a. *Elementary: a change of two (2) or more grade levels.*

b. *Secondary: a change to a department in which the teacher has not taught in the last three (3) years.*

c. *K-12: Teachers who continue to be assigned within their content area, i.e. music, art, special education, library, physical education, shall not qualify for this benefit, except as provided in Section d below.*

d. *Any teacher who is involuntarily transferred from one level to another level, for his/her total day, shall qualify for this benefit in any case. Levels shall be defined as K-5, 6-8 and 9-12.*

- D. *The District will notify the Association, when they determine that an Involuntary Transfer is necessary.*

The District will seek input from the Association concerning, among other factors, the needs and goals of the District, the academic/certification/qualifications/experiences of those being considered for involuntary transfers, scheduling requirements of the District/Building, grade level vacancy and the seniority of those being considered for involuntary transfer. Involuntary transfers shall not be used as a means of disciplining a teacher. If a teacher is involuntarily transferred, he/she shall be provided with the written reasons prior to the transfer.

- E. *Any teacher who shall be transferred to a supervisory or executive position in the Mason Public Schools and shall later return to the bargaining unit, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer.*

- F. *The Board declares its support of a policy of promotion from within its own staff; provided that the Association recognizes the Board shall not be limited in the selection of personnel to fill administrative vacancies to applicants from within the staff. Administrative vacancies will be posted in accordance with Section A.1 above.*

ARTICLE 16: Seniority, Staff Reduction and Recall

- A. *“Seniority” shall be defined as the number of years of teaching within the District from the last date of hire. All teachers accrue seniority from the last date of hire.*

1. *Seniority shall continue to accrue for paid leaves of absence, FMLA, and military leaves.*
2. *Credit given for outside experience in school districts shall not be considered for the purpose of accumulating seniority.*
3. *A teacher who is employed less than full time shall accrue seniority as if he/she were employed full time.*
4. *“Last date of hire” shall be defined as the date upon which the teacher is contractually obligated to commence work. This definition shall be retroactive to August 1, 1995, only and shall not affect seniority acquired prior to said date.*
5. *The seniority list will include the date of hire, certification and qualifications. Bargaining unit members who become District Administrators will be included on the seniority list for three years. If they return to the bargaining unit within three (3) years, they retain all seniority (administrator and teacher). If they return after three (3) years, they retain only teacher seniority. Current administrators who formerly taught in the District retain their 2000-01 seniority level if they return to the bargaining unit. Ties in seniority will be broken at the time of layoff in accordance with the following criteria and in the order listed:*

- a. *Teaching experience in the subject in the last ten (10) years or grade level teaching experience (grades K-2 or 3-6) in the past ten (10) years.*
- b. *Total teaching experience.*
- c. *Advanced degrees held.*

- d. *Versatility of certifications held areas in which one is highly qualified.*
 - e. *Hours acquired beyond degrees.*
 - f. *Service on District committee(s) and extra duty assignments (Schedule B) – completing the full assignment (season or year commitment) and cumulative over the last five (5) years.*
 - g. *Retirement credit earned.*
- B. *The Board of Education shall prepare a seniority list in accordance with paragraph A.2 above and shall transmit a copy of same to the Association on or before October 1 of each school year.*
- C. *It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.*
- D. *Should substantial and unforeseen changes in student population or other conditions make a general reduction in the number of teachers employed by the Board necessary, the Board will consult with the Association prior to making any reductions.*
- E. *Layoffs will be governed by seniority, certification and “highly qualified” status.*
- 1. *“Certification” shall be as defined in Article 11.*
 - 2. *“Highly Qualified” shall be as defined in Article 11.*
- F. *In order to promote an orderly reduction in personnel when the educational program and curriculum are curtailed, the following procedure will be used:*
- 1. *Probationary teachers will be laid off first provided there is a more senior teacher who is certified and qualified to perform the services of the probationary teacher.*
 - 2. *In the event it is necessary to lay off senior teachers, layoff will be on the basis of seniority, certification and “highly qualified” status. The Association recognizes that upon certain occasions it will be necessary, to assure proper staffing throughout the school system, for the Board to retain a certified teacher out of line of seniority. It is expressly understood that the Association shall have a right to review the layoff list prior to the notification of the teachers to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within three (3) working days after reviewing the layoff list.*
 - 3. *Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule if employed for more than one-half of the school year. Otherwise such teachers shall remain on the same salary step.*
 - 4. *No new teachers shall be employed by the Board while there are teachers of the District who are on the recall list unless there are no laid off teachers who are certified and highly qualified to fill the remaining positions.*

5. *Written notice of layoff to the affected unit members and the Association President will be at least forty-five (45) calendar days prior to the effective date of layoff.*
- G. *Senior teachers shall be recalled to employment in inverse order of layoff for vacant positions, as determined by the programs to be offered by the Board, provided they are certified and highly qualified. Prior to the recall of members on layoff status, the District will consider transfer requests of individuals as stipulated Article 15. A. 5.*
- H. *The Notice of Recall shall be by certified, return receipt mail. A teacher shall indicate acceptance of recall by certified mail to the Superintendent within fifteen (15) days from the postmarked date of the Notice of Recall. Failure to do so shall forfeit the right of the teacher to remain on the recall list.*
- I. *It shall be the responsibility of each teacher to notify the Board of any change of address and any change of status (e.g. certification and qualifications) as it relates to being considered for recall.*
- J. *The teacher shall lose his right to recall if he refuses employment to an equivalent position unless at the time of recall he is already under contract to another public school in the State of Michigan. If he is under contract, he shall have a right to return to the next available position for which he is certified and highly qualified upon the expiration of the contract not to exceed one (1) school year. Should there be no available position at the end of one (1) school year, the teacher shall retain the right to recall.*
- K. *Probationary teachers will remain on the layoff list for a period of two (2) years from the effective date of the layoff.*

ARTICLE 17: Leaves of Absence

- A. *The District allocates thirteen (13) days of leave with pay for teachers to use for sickness, death, funeral and memorial services, injury or serious illness in the immediate family, or for personal business as defined in subsection E. These days will be granted to each teacher at the beginning of the school year and shall accumulate from year to year without limit.*
 1. *In the event the teacher does not serve the entire school year, his/her leave days will be pro-rated in accordance with his service.*
 2. *Part-time teachers who have accumulated sick leave while in a part-time position will have sick leave pro-rated until such time as they assume a full time teaching assignment.*
- B. *Any time the sick leave bank is depleted, each teacher shall contribute one-half (1/2) day of his sick leave to a common bank to be administered by the Association.*
 1. *Teachers who have exhausted their personal sick leave may make reasonable withdrawals, as determined by the Association, from the bank.*
 2. *Days borrowed from the bank shall be paid back at the earliest possible date.*

3. *Rules governing the use of the sick bank, attached hereto as Appendix D, shall be mutually agreed upon by the Association and the Board and shall not be changed during the life of this Agreement except by mutual consent of the parties.*
- C. *Sickness, as used in Section A, shall include personal physical illness, emotional stress, disabling personal injury, exposure to a contagious disease, pregnancy-related disability, and/or serious illness in the teacher's immediate family.*
1. *The term "immediate family" shall include the teacher's spouse, children, parents, parent-in-law, and siblings, or persons with whom the teacher has close emotional ties.*
 2. *If, at the beginning of any school year, a teacher is ill and unable to resume his duties and such teacher has unused accumulated sick leave days, he/she will be allowed to use such previously accumulated sick leave days while he/she remains ill and unable to work, provided he is not otherwise employed. The teacher shall not accumulate any further sick leave until he/she has returned to work.*
 3. *The Board reserves the right to request a doctor's certificate where abuse of sick leave is indicated or in cases of extended illness, to determine the possible length of the teacher's absence. In order to qualify for pay, the teacher will be required to provide daily lesson plans for days of absence, or in cases of extended absence, up to five (5) daily lesson plans and up to three (3) weekly guidelines.*
 4. *Individuals on paid sick leave on Records' Day will be charged a sick day if the District has to pay for a substitute for the day. If no substitute is needed, the member will not have a sick day deducted from his/her allocation.*
- D. *If at the close of the preceding school year, a teacher shall not have used more than three (3) sick leave days (including personal business days) and shall have accumulated twenty (20) sick leave days, then, in the following year, the teacher shall be entitled to one (1) "earned day" to be taken at the teacher's discretion in accordance with scheduling requirements.*
1. *The teacher intending to use an "earned day" shall notify the building principal at least one (1) workday in advance.*
 2. *The principal of each building shall not be obligated to grant more than three (3) "earned days" and/or personal business days on any given day.*
 3. *"Earned days" shall accumulate up to a maximum of five (5) days at the rate of one (1) day per year. The use of an "earned day" shall not be counted as part of any other leave and the employee may elect to be compensated at the rate of \$100.00 per day rather than take the time off.*
 4. *Teachers may donate an earned day to assist a bargaining unit member reach long term disability status. On a member's behalf, the Association may request an anonymous donation of earned days for this purpose. If sufficient days are not donated, the sick bank may be accessed. Applications for donated days will be processed through the existing sick bank procedures.*
- E. *At the beginning of every school year, each teacher shall be credited with three (3) personal days.*

1. *The personal days herein granted when used shall be deducted from the sick leave herein before granted in paragraph A.*
 2. *The teacher shall notify his/her principal, in writing, at least one (1) week in advance, except in case of emergency. Should the principal not approve the request, the teacher may appeal the principal's decision to the Superintendent. The principal of each building shall not be obligated to accept more than three (3) applications on any given day.*
 3. *With the exception of the first day of school, members may use one personal day in conjunction with a holiday. The use of personal days will be limited to 5 teachers at the high school, 4 teachers at the middle school and 2 teachers at each elementary.*
 - a. *The first submission for personal day holiday use will be by September 30th of the school year.*
 - b. *If there are more applicants than openings, a lottery will be conducted by the building principal with a union representative present.*
 - c. *If additional openings remain, a final submission is due by January 15th, with a second lottery held as needed.*
 4. *Teachers need not state the reason for the personal day at the time of application. Any teacher feeling that reimbursement for a personal day has been wrongfully withheld shall have the burden of proving same.*
 5. *Teachers who have adopted an infant child (less than 24 months) may exercise the option of converting up to twenty (20) accumulated sick leave days to personal leave days to be used consecutively to provide infant care upon receiving custody of the child.*
 6. *Attendance at the funeral or memorial service for an individual with whom the member has a close emotional tie does not require the use of a personal business day.*
- F. *Any teacher drawing benefits under the Worker Compensation Act may elect to be reimbursed the difference between worker compensation benefits and his regular salary to the extent of the monetary value of his/her accumulated paid leave days provided this differential is not determined by a court or administrative agency to be a required offset under Section 354 of the Worker Compensation Statute. To the extent permitted by law, this provision shall be interpreted as a disability pension plan not to be utilized as an offset under Section 354.*
- G. *In the event a teacher is subpoenaed to appear in court for a dispute in which he/she is not a party, or if the teacher must report for an armed forces' physical, he/she will receive his/her full salary during such absences. Said absences will not count as leave nor be deducted from any other leave provided herein. This provision shall not apply to any situation in which the teacher is subpoenaed by the Association, to testify against the District.*
- H. *Teachers who are requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service.*

- I. A sabbatical leave of absence may be granted to teachers upon the recommendation of the Superintendent, subject to the approval of the Board of Education. All applications for leave shall be made directly to the Superintendent for referral to the Sabbatical Leave Committee for their advisory opinion. This Committee shall consist of four (4) members, two (2) appointed by the Superintendent and two (2) appointed by the Executive Committee of the Association. The Committee shall consider among other qualifications, the following: The extent of the applicant's professional study, travel, research, growth, contributions and the purpose of the leave.*
- 1. Any teacher who has been employed for at least seven (7) consecutive years by the Mason Schools may be granted a sabbatical leave of absence, not to exceed one (1) year, for the following purposes:
 - Approved Travel*
 - Approved Study*
 - Other activities as approved by the Board**
 - 2. A teacher on sabbatical leave shall receive a salary equal to one-half (1/2) the salary that he would have received had he remained in the District that year. Salary will be remitted on regular pay dates during the leave period.*
 - 3. Request for leave shall be submitted on or before March 1 in the school year prior to the anticipated leave period. The total number of teachers on sabbatical leave shall not exceed one percent (1%) or two (2) members of the staff, whichever is greater.*
 - 4. When the teacher receives notification of Board approval of the leave, the teacher shall enter into an agreement to remain in the District for at least two (2) years upon return from said leave, or agree to repay the amount paid to the teacher during the leave period.*
 - 5. Upon return from a sabbatical leave, a teacher will be placed on the appropriate step of the salary schedule as though he/she had been employed during the leave period. Other paid leave as provided in this Agreement shall not accrue during the leave period. All other fringe benefits will be granted.*
 - 6. Leave shall be subject to all of the terms, conditions and provisions contained in Section 380.1235 of the School Code as amended.*
- J. Upon the teacher's written request and the Superintendent's recommendation, a leave of absence without pay may be granted to a teacher for the following enumerated reasons. Unless otherwise stated below, the leave of absence will be granted or renewed at the discretion of the Board of Education. All requests for renewals shall be filed in writing not less than ninety (90) days prior to the termination of the leave.*
- 1. Any teacher whose personal illness or disability extends beyond the period compensated in Section A of this Article shall be granted an unpaid leave of absence for such time as is necessary for complete recovery from such illness or disability or for up to one (1) year, whichever is shorter. The leave period may be extended at the Board's discretion.*
 - 2. Maternity leave shall be granted for up to a maximum of one (1) calendar year, renewable at the discretion of the Board.*

- a. *In order to obtain a maternity leave, the teacher shall request said leave at least two (2) months prior to the expected date of birth. Said request shall be filed with the Superintendent and shall be accompanied by a doctor's statement verifying the pregnancy.*
 - b. *The Board of Education will specify the beginning and ending dates of the leave of absence. The beginning and ending dates will correspond as nearly as possible with the beginning or ending of school or a semester, or the winter or spring recess.*
 - c. *A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave period. In case of stillbirth or miscarriage, the Board of Education reserves the right, in its sole discretion, to approve an accelerated termination of maternity leave on the basis of each individual case.*
 - d. *Failure to return from a maternity leave on the date specified in said application shall be deemed a resignation.*
 - e. *A teacher returning in accordance with the provisions of this section shall retain all of the experience credit she held at the time the leave was granted.*
3. *Upon written request, a leave of absence for up to one (1) calendar year shall be granted to a teacher adopting a child. Such leave shall be renewed at the discretion of the Board. The teacher returning to the employ of the Mason Public Schools under the provisions of this Section shall retain all of the experience credit he/she held at the time the leave was granted. Leave hereunder is subject to the provisions of Section K of this Article.*
 4. *Upon sixty (60) days written notice to the Board and subject to paragraphs 2 b, d and e above, the Board shall grant a leave of absence to a teacher for the purpose of caring for the teacher's infant child or child with a long-term illness or similar circumstance. Infant child is defined as twenty-four (24) months or less.*
 5. *A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended.*
 6. *Extended time off without pay, for an emergency, and at the convenience of the job, will be considered.*
 7. *The teacher may take one (1) day off without pay at the convenience of the job. Business day guidelines will apply.*
 8. *Teachers may apply for a one (1) year leave of absence to explore employment in a new career. The provisions applying to said leave shall be those which apply to a general leave including the right to return to a previous position. The Board and the Association agree to continue to investigate career alternatives.*
 9. *If an unpaid leave is needed, the District may deduct the money for the unpaid days in equal installments over the remaining pays for the contracted year.*

- K. *The Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Agreement. Where additional benefits are extended to teachers by the Act, those additional benefits will be honored by the Board. Where certain Employer rights are also granted in connection with such additional benefits, the Board shall be permitted to exercise same. To the extent that leaves of absence are granted under this Agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with Board policy.*
1. *For the teachers who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of leave:*
 - a. *Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the teacher had continued in employment during the leave period.*
 - b. *If the teacher does not return to work after the expiration of the leave, the teacher shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week period of the leave, unless the teacher did not return to work due to circumstances beyond his/her control.*
 2. *A teacher may elect to use his/her accumulated sick leave and/or business leave where applicable during a leave pursuant to the Family Medical Leave Act.*
 3. *The Board reserves the right to require certification from the health care provider of the teacher or of the teacher's spouse, child or parent, as the case may be. All certification(s) shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a teacher's spouse, parent or child, the certification shall also state that the teacher is necessary for the care of such an individual and an estimate of the amount of time that the teacher is needed for such care. When the leave is for a teacher, the certification shall also state that the teacher is unable to perform the duties of his/her employment. The Board may require that the teacher obtain subsequent rectification on a reasonable basis.*
 4. *The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 3 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the teacher, whose opinion shall be final and binding.*
 5. *A teacher, upon return from leave pursuant to the Family Medical Leave Act shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the teacher is certified and qualified.*

6. *In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Assistant Superintendent for Human Resources.*

L. *Unless otherwise specified, a leave of absence when granted by the Board of Education shall:*

1. *Entitle the teacher to return to the same position if the same shall still exist or if not to an equivalent position for which he/she is certified and qualified provided the leave is for one (1) year or less. The teacher shall provide written notice of his/her intent to return to the administration at least sixty (60) days prior to June 30 or sixty (60) days prior to the expiration date of the leave period whichever shall come first. If June 30 shall fall less than sixty (60) days prior to the commencement of the leave, notice shall be at least sixty (60) days prior to the termination of the leave period.*

2. *Entitle the teacher to employment in a position for which he/she is qualified where the leave is in excess of one (1) year and provided written notice is given as stated in paragraph 1.*

3. *Entitle the teacher to re-employment. The teacher shall lose his right to re-employment when the Employer offers equivalent employment hours and the teacher refuses same.*

A teacher failing to return from a leave of absence after receipt of written notice by certified mail, return receipt requested, to the last known address, shall be deemed to have resigned from employment. The Employer shall proceed to the next name on the recall list or where appropriate, employ a new teacher.

4. *Not entitle the teacher to accrue sick leave.*

5. *Not entitle the teacher to advancement on the salary schedule for the leave period except in cases of military leave.*

M. *As it relates to FMLA/sick leave usage, the Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection C-3 above, where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the teacher, whose opinion shall be final and binding.*

The subsequent recertification or second/third opinion of a health care provider must be for health conditions and/or fitness for returning for work.

ARTICLE 18: Public School Academies

Should the Employer decide to grant a contract to form a Public School Academy, the Association shall be notified prior to the same becoming operational.

ARTICLE 19: Compensation and Retirement

- A. *The salaries of teachers are set forth in Appendix A which is attached hereto and made a part of this Agreement.*
- B. *The Board may, at its sole discretion, grant credit to newly employed teachers for experience acquired outside the District. The District will fully disclose to new teachers that they may be hired at a different salary step than other new hires with identical credit.*
- C. *Although graduate credits earned before the acquisition of a teaching certificate do not count toward a BA+24, BA+36, or BA+52 lane change, these credits do count toward a MA lane change if the MA degree is attained. Furthermore, graduate credits earned before a MA degree is attained do not count toward a MA+10. The MA degree must first be attained, and then the subsequent graduate credits will count toward a MA+10 lane change.*
- D. *Compensation for the annually assigned extra-duty positions are set forth in Appendix B which is attached hereto and incorporated into this Agreement.*
- E. *In recognition of service to the District, each teacher, upon resignation or retirement from the Mason Public Schools shall be paid a terminal leave payment of .75% of salary for each year of service to the District, provided the teacher has been employed by the District for at least ten (10) years. Only those years of employment in the District shall be used in determining the terminal leave payment.*

The above language shall apply to any teacher, who has at least ten (10) years of service as of August 17, 1999. For those teachers with less than ten (10) years of service and those teachers with ten years or more who wish to opt-out of the above referenced system, the twenty (20) year longevity step shall be increased by one thousand one hundred fifty dollars (\$1150) and maintained until retirement. This amount shall remain constant and not be increased by any annual percentage increases applied to the salary schedule. Those teachers opting out of the above referenced system must notify the District in writing by June 1, 2000.

Longevity Supplemental 2010-11 School Year:

	BA	BA+24	BA+36 MA	BA+52 MA+10
20	\$51,308	\$64,135	\$69,814	\$72,561
21	\$51,308	\$64,135	\$69,814	\$72,561
22	\$51,308	\$64,135	\$69,814	\$72,561
23	\$51,308	\$64,135	\$69,814	\$72,561
24	\$51,795	\$64,746	\$70,481	\$73,255

and on until retirement

- F. *Upon mutual consent between the Association and the Administration, the parties agree to review early retirement provisions annually during the month of January only to determine what, if any, provisions may be allowed for that particular school year with regard to early retirement provisions.*

- G. *If by mutual consent, a teacher shall teach one more teaching period than the normal teaching load as set forth at Article 7, he/she shall receive an additional one-fourth (1/4) of his/her annual base salary at the high school level and one-sixth (1/6) of his/her annual base salary at the middle school for the duration of said assignment. In the event the high school or middle school adopt block scheduling, the foregoing will be replaced by a formula agreed upon between the parties.*
- H. *Teachers will not be expected to substitute in the absence of another teacher's absence except in cases of emergency. Should a teacher substitute in the absence of another teacher during his/her preparation/conference period, he/she will be compensated at the professional hourly rate set forth at Appendix B.*
- I. *A teacher will be compensated at the professional hourly rate if proctoring/monitoring standardized tests during the individual's preparation/conference period. The additional compensation provision would not apply if special circumstances (e.g. - MME special test date at MHS) exist.*
- J. *A teacher achieving National Board Certification shall receive a one-time stipend of five hundred dollars (\$500).*
- K. *All teachers shall be paid on the basis of twenty-one (21) or twenty-six (26) pays-per-year. Employees shall make their selection prior to the first work day of each school year. In the event the staff member makes no selection, their pay shall be in accordance with a twenty-six (26) pay cycle. In any event, once decided upon, the pay cycle shall not be altered for the remainder of the school/fiscal year.*
- L. *Advance Resignation/Retirement Notice:*

Any teacher who submits a written letter of resignation/retirement to the Superintendent or designee on or before January 13 shall receive a five hundred (\$500) stipend to be included in his/her final check. Any teacher who submits a written letter of resignation/retirement to the Superintendent or designee on or before February 13 shall receive a two hundred and fifty (\$250) dollar stipend to be included in his/her final check.

ARTICLE 20: Insurance Benefits

- A. *The Board shall remit premiums as presented below to provide all full-time teachers a MESSA PAK for a full twelve (12) month period. Teachers who do not elect MESSA PAK Plan A (1) or MESSA PAK Plan A (2) will select MESSA PAK Plan B:*
 - 1. *Plan A (1)*

*MESSA Super Care 1 Health Insurance, \$10/\$20 Rx, \$100/200 Deductible
Delta Dental Plan 80/80/80 \$1,500
\$25,000 Life Insurance with AD&D
\$5,000 Basic Life with AD&D (Included in MESSA health plans)
Vision Care, VSP III+
Long Term Disability (LTD) 60 day modified fill, 66 2/3%, \$5,000 monthly max.*

- or -

Plan A (2)

MESSA CHOICES II - \$10/\$20 Rx,
\$200/\$400 Deductible, \$20/\$25/\$50 for OV/UC/ER Effective July 1, 2011
Delta Dental Plan 80/80/80 \$1,500
\$25,000 Life Insurance with AD&D
\$5,000 Basic Life with AD&D (Included in MESSA health plans)
Vision Care, VSP III+
LTD 60 day modified fill, 66 2/3%, \$5,000 monthly max.

2. Plan B (No health insurance)

\$300 per month in cash
Delta Dental Plan 80/80/80 \$1,500
\$30,000 Life Insurance with AD&D
Vision Care, VSP III+
LTD 60 day modified fill, 66 2/3%, \$5,000 monthly max.

- B. Teachers who work half time or more shall receive a pro-rated portion of the employer health insurance premium or a pro-rated portion of the cash in lieu in accordance with Plan "B". The amount to which the teacher is entitled shall be determined by dividing the total number of minutes that the part-time teacher is expected to be on-site by the total number of minutes that the full-time teacher is expected to be on-site.

All teachers who work less than full time shall receive the insurance below without cost to the teacher for a full twelve (12) month period.

Delta Dental Plan 80/80/80 \$1,500
\$30,000 Life Insurance with AD&D
Vision Care, VSP III+
LTD 60 day modified fill, 66 2/3%, \$5,000 monthly max

- C. 1. The Board will remit premiums toward the cost for (Choices II) and members choosing this option will pay \$60 (sixty dollars) per month, and beginning January 1, 2011, \$100 (one hundred dollars) per month, toward the premium.
2. If Plan A1 (Super Care 1) is chosen, teachers agree to pay the amount for Plan A1 (SC1, packaged or unpackaged) that exceeds Plan A2 (Choices II) premium.
- D. A teacher who is on an unpaid leave of absence and/or layoff status may elect to continue his/her insurance premium benefits through the Employer provided he/she remits the premium amount(s) and the service fee equal to that permitted under COBRA in advance of same being due.
- E. The Employer will adopt a qualified plan document including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code. The plan document will become effective with the next open enrollment period. The cost associated with establishing the initial plan documents shall be borne by the Employer. Employees may purchase MESSA variable options and contribute to Board approved annuities through payroll deduction.

ARTICLE 21: Bargaining Provisions

- A. *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 contract heretofore in effect. All future individual contracts shall be made expressly subject to terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.*
- B. *Copies of this Agreement shall be printed at the mutual expense of the Board and the Association and shall be presented to teachers and administrators currently employed, to be employed and/or considered for employment by the Board.*
- C. *There shall be four (4) signed copies of this Agreement two (2) of which shall be retained by the Employer and two (2) shall be retained by the Association.*
- D. *If any provision of this Agreement is subsequently found to be in conflict with any applicable Federal or State statute, only that portion of the provision shall be void. Either party may request a meeting to negotiate a substitute for the voided provision.*
- E. *The parties agree to meet on a regular basis as a collaborative labor/management team to address/resolve issues that arise during the term of this collective bargaining agreement.*
- F. *The Association recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.*

ARTICLE 22: Duration of Agreement

This Agreement shall be effective as of August 16, 2010, and shall continue in effect until August 15, 2011. This Agreement shall not be extended orally or modified orally but may be extended upon written mutual agreement and attached to this Agreement. The parties agree to process the teacher evaluation revisions and the associated future compensation issues related to it during the Labor-Management meeting process.

*BOARD OF EDUCATION
OF MASON PUBLIC SCHOOLS*

*By _____
Its President*

*By _____
Its Secretary*

*INGHAM CLINTON EDUCATION
ASSOCIATION – MEA/NEA*

*By _____
Its Co-President*

*By _____
Its Co-President*

*By _____
Its Treasurer*

APPENDIX A.1: 2010-11 0% Change

Steps	BA - 0	BA+24(a)	MA BA+36(b)	MA+10(c) BA+52(c)
0	36,016	37,456	38,955	40,513
1	37,755	39,264	40,835	42,467
2	39,576	41,157	42,805	44,517
3	41,484	43,145	44,870	46,665
4	43,487	45,226	47,036	48,917
5	45,585	47,408	49,305	51,276
6	47,784	49,695	51,683	53,751
7		52,093	54,176	56,344
8		54,606	56,791	59,062
9		57,242	59,532	61,912
10		60,003	62,403	64,899
11			65,414	68,031
Longevity Base	48,697	61,150	66,665	69,331
Longevity Years				
12	49,184	61,762	67,331	70,025
16	49,671	62,373	67,998	70,718
20	50,158	62,985	68,664	71,411
24	50,645	63,596	69,331	72,105

Longevity Calculations

- 12 1% of salary for having 12 years of seniority
- 16 2% of salary for having 16 years of seniority
- 20 3% of salary for having 20 years of seniority
- 24 4% of salary for having 24 years of seniority

1. Must be on an approved program and accepted by an accredited college or university in writing; or courses must be related to instructional responsibilities.
2. To be computed as years of service with Mason Public Schools within the teacher bargaining unit.
3. Individual contracts will not be re-written during the school year. Salary for the entire school year will be based on those hours that the teacher has earned and claimed prior to October 1 in any school year.
4. Semester hours (to calculate multiply terms hours by .67).
5. With the exception of other professional certificates that require a Masters degree, all hours must be earned after the acquisition of a provisional teacher certificate. No one presently on the salary schedule will be reduced because of this clause.
 - a. BA plus 24 semester or 36 term hours.
 - b. BA plus 36 semester or 54 term hours or MA.
 - c. BA plus 52 semester or 78 term hours; or MA plus 10 semester or 15 term hours; or 60 term credit MA; or 45 semester hours MA.

APPENDIX B: Extra Duty Positions and Salaries (% Applied to Salary)

Effective and retroactive to August 1, 2002, the following percentages shall be paid on the appropriate step of the MA schedule including longevity. Bargaining unit members who were in their coaching/extra duty positions and paid on the MA+ salary schedule prior to August 1, 2002, will continue to be compensated at the MA+ salary schedule as long as they remain in that particular coaching/extra duty position. If they leave the coaching/extra duty position, and later return to the same position, they will be paid at the MA level rather than the MA+ level. If an individual on the MA+ schedule takes a leave of one year or less from their Schedule B and teaching positions, the person may return to the same Schedule B position at the MA+ level. This provision is only applicable if the individual has satisfactorily performed the duties and was recommended to continue in the position.

FALL	Varsity Football	12
	Assistant Varsity Football	8
	J.V. Football	8
	Assistant J.V. Football	6
	9 th Grade Football	7
	Assistant 9 th Grade Football	6
	8 th Grade Football	5
	Assistant 8 th Grade Football	3
	7 th Grade Football	5
	Assistant 7 th Grade Football	3
	Varsity Basketball (Girls)	12
	J.V. Basketball (Girls)	8
	9 th Grade Basketball (Girls)	7
	8 th Grade Basketball (Girls)	5
	Assistant 8 th Grade Basketball (Girls)	3
	7 th Grade Basketball (Girls)	5
	Assistant 7 th Grade Basketball (Girls)	3
	Varsity Cheerleading	6
	J.V. Cheerleading	4
	9 th Grade Cheerleading	4
	Cross-Country (3% if 5 or more girls participate and are combined with boys team or 6% if separate coaches)	6
	Golf	6
	Varsity Soccer	10
	Assistant Varsity Soccer	7
	J.V. Soccer	7
	Assistant J.V. Soccer	5
	9 th Grade Soccer	6
Swimming (Girls)	10	
Tennis (Girls)	7	
J.V. Tennis (Girls)	5	
WINTER	Varsity Basketball (Boys)	12
	J.V. Basketball (Boys)	8
	9 th Grade Basketball (Boys)	7
	8 th Grade Basketball (Boys)	5
	Assistant 8 th Grade Basketball (Boys)	3
	7 th Grade Basketball (Boys)	5
Assistant 7 th Grade Basketball (Boys)	3	

	Varsity Cheerleading	6
	J.V. Cheerleading.....	4
	9 th Grade Cheerleading	4
	Varsity Gymnastics	8
	J.V. Gymnastics	5
	Varsity Wrestling	10
	J.V. Wrestling.....	7
	Middle School Wrestling.....	5
	Assistant Middle School Wrestling.....	3
	Varsity Swimming.....	10
	Varsity Volleyball.....	10
	J.V. Volleyball.....	7
	9 th Grade Volleyball	6
	8 th Grade Volleyball	5
	8 th Grade Volleyball, Assistant.....	3
	7 th Grade Volleyball	5
	7 th Grade Volleyball, Assistant.....	3
SPRING	Varsity Track (Boys & Girls)	8
	Assistant Track (Boys & Girls).....	5
	Middle School Track (Boys & Girls).....	5
	Assistant Middle School Track (Boys & Girls).....	3
	Varsity Baseball	9
	J.V. Baseball	6
	9 th Grade Baseball.....	6
	Varsity Tennis (Boys)	7
	J.V. Tennis (Boys).....	5
	Varsity Softball	9
	J.V. Softball.....	6
	9 th Grade Softball	6
	Golf (Girls).....	6
	Varsity Soccer (Girls)	10
	Assistant Varsity Soccer (Girls).....	7
	J.V. Soccer (Girls).....	7
	Assistant J.V. Soccer (Girls).....	5
	9 th Grade Soccer (Girls)	6
YEARLY	Dramatics (High School & Middle School)	2
	Forensics	2
	Pep Band	2
	Instrumental Music / Concerts and Festivals	3
	Marching Band	4
	High School Jazz Band	2
	Middle School Band	3
	Middle School Jazz Band	2
	Fall Play Producer	2
	Fall Play Director.....	4
	Fall Play Technical Director.....	2
	Spring Musical Producer	7
	Spring Musical Director	4
	Show Choir	4
	Stage Manager.....	3
	Student Senate	4
	Vocal Music / Concerts and Festivals.....	3

Mosaics.....	2
Publications, Yearbook (High School)	4
Yearbook (Middle School)	2
Newspaper (High School)	4
National Honor Society.....	4
Senior Class Advisor	4
Junior Class Advisor.....	4
Special Olympics Districtwide Coordinator	2
Club Sponsors.....	4
(as approved by the Board of Education)	
NCA Co-Chairs (2 @ High School).....	6
Athletic Director (Middle School)	6

HOURLY AND SALARIED COMPENSATION

The following hourly and salaried compensation amounts will be increased commensurate with the increased percentage on Appendix A, except for the Sports Student Assistants who receive \$1000 and are appointed by the Athletic Director.

	<u>10-11</u>
Professional hourly rate	\$24.27
Intramural (per hour)	\$15.76
Middle School Intramural Director (per yr)	\$3,929
Student Assistants (per yr)	\$1,000
-Approved by Athletic Director	

Department Chairpersons

The Administration may appoint department chairpersons in the areas listed below who will be compensated in accordance with the following:

	<u>10-11</u>
1-4 person (FTE) department	\$1,438
5-6 person (FTE) department	\$1,641
7 or more person (FTE) department	\$1,856

Middle School and Elementary Building \$2,124
 Computer/Technical Coordinators (per building per year)

MHS Departments: Business, Counseling, English, Fine Arts/World Language, Math, Physical Education, Science, Social Studies, Special Education

Sophomore Forum- Shall receive up to 80 hours total at the professional hourly rate.

Middle School Camp \$119 (10-11) per day of camp attendance. The professional hourly rate shall be paid, for up to 15 hours total preparation, for all staff involved.

Teachers that make presentations for in-service/staff development shall receive two hours pay for preparation for every hour of in-service/staff development presented to be paid at the professional hourly rate.

APPENDIX C: MASON PUBLIC SCHOOL CALENDARS - 2010-11 – ELEM/MMS/MHS

ELEMENTARY

August 2010						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
September 2010						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
October 2010						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
November 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
December 2010						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Full Day
Elem.: 8:45 a.m. – 3:45 p.m.

Half Day
Elem.: 8:45 a.m. – 12:00 Noon

Kindergarten
AM 8:45 a.m. – 11:52 a.m.
PM 12:37 p.m. – 3:45 p.m.

Early Release
8:45 a.m. – 2:45 p.m.

175 K-8 Student Days (173 Full/2 Half)
174 MHS Student Days – All Full Days
182 Teacher Days (180 Full/2 Half)

AUGUST

25-26 New & Probationary Teachers
30 New Teacher Orientation
31 AM Mtgs./PM Work Time (Optional)

SEPTEMBER

1 District Prof. Development
2 AM Mtgs. (Dept./Grade Level)
PM Work Time (Optional)
7 Labor Day - No School
8 First Day of School
K-8 Half Day/PM Teacher Work Time
28 Early Release One Hour - PD

OCTOBER

27 Early Release One Hour - PD

NOVEMBER

12 Elem- End First Trimester (49 Days)
17 K-5 Students -No School; AM Conference
Prep; PM and Evening Conferences
18 Elementary Evening Conferences
24 K-12 No School - Teacher Release Day
25-26 Thanksgiving Holiday

DECEMBER

9 Early Release One Hour - PD
December 20 - 31 Winter Break

JANUARY

3 School Resumes
17 MLK Day - No School for Students
Teachers - Assessment/Records' Half
Day (Optional if tasks completed)

FEBRUARY

1 Early Release One Hour - PD
21 Mid-Winter Break

MARCH

2 Early Release One Hour - PD
4 End of 2nd Trimester – Elem. (64 Days)
9 K-5 Students -No School; AM Conference
Prep; PM and Evening Conferences - K-5
10 Elementary Evening Conferences

APRIL

4-8 No School - Spring Break
22 No School – Good Friday and Teacher Release
Day

MAY

6 Early Release One Hour - PD
19 Kindergarten. - All Day Both AM/PM
30 Memorial Day

JUNE

10 Last Day of School
K-5 Half Day/PM Teacher Work Time
Elementary-End of 3rd Trimester (62 Days)
8 Teachers - Assessment/Records' Half
Day (Optional if tasks completed)

January 2011						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
February 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
March 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
April 2011						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
May 2011						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
June 2011						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Shaded Box = Teacher Day-No
Students
Numbers Struck Out (6) = No School
for
Teachers and Students

APPENDIX C: MASON PUBLIC SCHOOL CALENDARS - 2010-11 – ELEM/MMS/MHS

MIDDLE SCHOOL

August 2010						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
September 2010						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
October 2010						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
November 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
December 2010						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Full Day
 Elem.: 8:45 a.m. – 3:45 p.m.
 M.S.: 7:45 a.m. – 2:30 p.m.
 H.S.: 7:45 a.m. – 2:35 p.m.

Half Day
 Elem.: 8:45 a.m. – 12:00 Noon
 M.S.: 7:45 a.m. – 11:00 a.m.

Early Release
 MMS: 7:45 a.m. – 1:30 p.m.

175 K-8 Student Days (173 Full/2 Half)

AUGUST

25-26 New & Probationary Teachers
 30 New Teacher Orientation
 31 AM Mtgs./PM Work Time (Optional)

SEPTEMBER

1 District Prof. Development
 2 AM Mtgs. (Dept./Grade Level)
 PM Work Time (Optional)
 7 Labor Day - No School
 8 First Day of School
 K-8 Half Day/PM Teacher Work Time
 28 Early Release One Hour - PD

OCTOBER

27 Early Release One Hour - PD

NOVEMBER

3 Grades 6-8 Students -No School;
 AM Conference Prep
 PM and Evening Conferences
 4 MMS Evening Conferences
 12 MMS- End First Marking Period (48 Days)
 24 K-12 No School - Teacher Release Day
 25-26 Thanksgiving Holiday

DECEMBER

9 Early Release One Hour - PD
 December 20 - 31 Winter Break

JANUARY

3 School Resumes
 17 MLK Day - No School for Students
 Teachers - Assessment/Records' Half Day (Optional if tasks completed)
 28 MMS-End 2nd Marking Period (41 Days)

FEBRUARY

1 Early Release One Hour - PD
 21 Mid-Winter Break

MARCH

2 Early Release One Hour - PD
 23 Grades 6-8 Students -No School
 AM Conference Prep
 PM and Evening Conferences - 6-8
 24 MMS Evening Conferences

APRIL

1 MMS End 3rd Marking Period (43 Days)
 4-8 No School - Spring Break
 22 No School – Good Friday and Teacher Release Day

MAY

5 Early Release One Hour - PD
 30 Memorial Day

JUNE

5 Last Day of School
 10 K-8 Half Day/PM Teacher Work Time
 MMS-End of 4th Marking Period (43 Days)
 13 Teachers - Assessment/Records' Half Day (Optional if tasks completed)

January 2011						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
February 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
March 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
April 2011						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
May 2011						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
June 2011						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Shaded Box = Teacher Day-No Students
 Numbers Struck Out (6) = No School for Teachers and Students

APPENDIX C: MASON PUBLIC SCHOOL CALENDARS - 2010-11 – ELEM/MMS/MHS

HIGH SCHOOL

August 2010						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
September 2010						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
October 2010						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
November 2010						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
December 2010						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Full Day
Elem.: 8:45 a.m. – 3:45 p.m.
M.S.: 7:45 a.m. – 2:30 p.m.
H.S.: 7:45 a.m. – 2:35 p.m.

Early Release-Prof. Development
MHS 7:45 a.m. – 1:35 p.m.

Early Release – Final Exams
MHS 7:45 a.m. – 1:30 p.m.

175 K-8 Student Days (173 Full/2 Half)
174 MHS Student Days – All Full Days
182 Teacher Days (180 Full/2 Half)

AUGUST

25-26 New & Probationary Teachers
30 New Teacher Orientation
31 AM Mtgs./PM Work Time (Optional)

SEPTEMBER

1 District Prof. Development
2 AM Mtgs. (Dept./Grade Level)
PM Work Time (Optional)
7 Labor Day - No School
8 First Day of School – MHS Full Day
28 Early Release One Hour -PD

OCTOBER

19/21 MHS Evening Conferences
27 Early Release One Hour - PD

NOVEMBER

24 K-12 No School - Teacher Release Day
25-26 Thanksgiving Holiday
30 Full Day of School – Exam 1

DECEMBER

1 Early Release (1:30 p.m.) Exams 2-3
2 Early Release (1:30 p.m.) Exams 4-5
End of First Trimester (59 Days)
3 No School MHS Students
Teacher Trimester Prep
9 Early Release One Hour - PD
December 20 - 31 Winter Break

JANUARY

3 School Resumes
19 MLK Day - No School for Students
Teachers - Assessment/Records' Half Day (Optional if tasks completed)
25/27 MHS Evening Conferences

FEBRUARY

1 Early Release One Hour - PD
21 Mid-Winter Break

MARCH

1 School in Session – Grade 11 MME
2 Early Release One Hour - PD
8 Full Day of School – Exam 1
9 Early Release (1:30 p.m.) Exams 2-3
10 Early Release (1:30 p.m.) Exams 4-5
End of 2nd Trimester (57 Days)
11 No School MHS Students
Teacher Trimester Prep

APRIL

4-8 No School - Spring Break
22 No School – Good Friday and Teacher Release
26/28 MHS Evening Conferences

MAY

5 Early Release One Hour - PD
30 Memorial Day

JUNE

8 Full Day of School – Exam 1
9 Early Release (1:30 p.m.) Exams 2-3
10 Early Release (1:30 p.m.) Exams 4-5
End of 3rd Trimester (59 Days)
13 Teachers - Assessment/Records' Half Day (Optional if tasks completed)

January 2011						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
February 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
March 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
April 2011						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
May 2011						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
June 2011						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Shaded Box = Teacher Day-No Students
Numbers Struck Out (6) = No School for Teachers and Students

APPENDIX D: Bargaining Unit Member Sick Leave Bank

The sick leave bank is a cooperative project between the Board and the professional staff of the Association.

The purpose of the bank is to provide emergency extended sick leave days to teachers through a shared donation of sick leave days. The plan in no way alters the sick leave provisions of the Master Agreement.

ELIGIBILITY

All teachers as defined by the Master Agreement will participate in the sick leave bank.

A teacher must teach at least 1/2 of the school day to be eligible to draw on the sick bank.

DONATION OF DAYS

On the first full day of school in September, 1972, each teacher donated one half (1/2) sick day to the sick bank. Beginning with the 2010-11 school year, new members will donate one half (.5) of a day on the onset of their third year in the District. Members who have not yet donated a day, will donate one half (.5) of a day upon ratification of the Agreement.

When the number of days in the sick bank drops below ten (10) days, more days may be requested by a 2/3 vote of the MDMEA Representative Council.

The number of days donated will be limited to a maximum of one (1) day per year per teacher.

ADMINISTRATION

The MDMEA Executive Board will make determinations regarding requests for up to ten (10) extended sick leave days.

The MDMEA Representative Council will make determinations for over ten (10) requested days.

All committee decisions will be forwarded in writing to the Superintendent's office for appropriate administrative action.

CHAIRPERSON

A sick leave bank chairperson will be appointed by the MDMEA President.

The chairperson will be responsible for dispensing request forms for sick bank leave. The chairperson will forward the completed request forms to the appropriate body.

The chairperson will be responsible for the record keeping of the sick bank.

LIMITS

All teachers will be eligible to receive up to ten (10) days of extended sick leave upon approval of the MDMEA Executive Board. A special meeting of the MDMEA Board can be called at the President's request.

Requests for more than ten (10) days shall be submitted to the MDMEA Representative Council at a regular monthly meeting. A two-thirds (2/3) majority vote is required for approval.

A teacher's request for leave may not exceed thirty (30) days in any school year.

In case of pregnancy, the request for days will be submitted after the birth.

The MDMEA reserves the right to refuse any request. Such refusal will be accompanied by written reasons for such refusal.

PROCEDURE

- 1. The teacher shall obtain a request form from the sick bank leave chairperson.*
- 2. The teacher shall complete the form, and have it signed by a physician.*
- 3. The teacher shall return the form to the chairperson who will forward it to the proper body.*
- 4. Twenty percent (20%) of the value of the anticipated loaned days will be paid by the member to the Association upon application. This money will be repaid to the member upon return of all borrowed days.*
- 5. The chairperson will report the decision to the teacher.*
- 6. Before receiving extended leave days, the teacher will sign a repayment agreement with the MDMEA.*
- 7. The chairperson will submit written notification to the Superintendent's office for administrative action.*

REPAYMENT

Teachers who borrow from the bank will sign an agreement with the MDMEA for repayment.

Repayment will start at the beginning of the following school year.

Repayment shall be at the rate of at least six (6) days per year until all days are paid.

In the event that a teacher leaves the Mason Public Schools before repayment is complete, the teacher will reimburse the District an amount equal to the number of non-reimbursed days, times his daily rate of pay at the time the days were borrowed. Upon receipt of repayment from the teacher, the Board shall return the sick leave days borrowed by the teacher to the bank.

APPENDIX E.1: Evaluation Report

The evaluation process and all associated forms are contained in the documents listed below and are considered part of this Collective Bargaining Agreement.

TEACHER EVALUATION PROCESS & FRAMEWORK FOR PROFESSIONAL PRACTICE FOR TEACHERS

TEACHER EVALUATION PROCESS & FRAMEWORK FOR PROFESSIONAL PRACTICE FOR TEACHER LIBRARIANS

TEACHER EVALUATION PROCESS & FRAMEWORK FOR PROFESSIONAL PRACTICE FOR INSTRUCTIONAL SPECIALISTS

EVALUATION PROCESS & FRAMEWORK FOR PROFESSIONAL PRACTICE FOR SCHOOL COUNSELORS

EVALUATION PROCESS & FRAMEWORK FOR PROFESSIONAL PRACTICE FOR SCHOOL PSYCHOLOGISTS

EVALUATION PROCESS & FRAMEWORK FOR PROFESSIONAL PRACTICE FOR SPEECH LANGUAGE PATHOLOGISTS

EVALUATION PROCESS & FRAMEWORK FOR PROFESSIONAL PRACTICE FOR SOCIAL WORKERS

APPENDIX F: Grievance Report Form

Grievance # _____ Mason Public Schools

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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LEVEL ONE

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Section of Contract allegedly violated _____

3. Relief Sought _____

_____/_____
 Signature of Grievant / Date

C. Disposition of Principal _____

_____/_____
 Signature of Principal / Date

If additional space is needed in reporting Section B-1 & 2 of Step 1, attach an additional sheet.
(Note: Continued)

D. *Position of Grievant and/or Association* _____

_____/_____
Signature of Grievant or Association *Date*

LEVEL TWO

A. *Date Received by Superintendent or Designee* _____

B. *Disposition of Superintendent or Designee* _____

_____/_____
Signature Superintendent or Designee *Date*

C. *Position of Grievant and/or Association* _____

_____/_____
Signature of Grievant *Date*

LEVEL THREE

A. *Date Submitted to Board of Education* _____

B. *Disposition of Board of Education* _____

_____/_____
Signature of Board President *Date*

LEVEL FOUR

A. *Date Submitted to Arbitration* _____

Submitted by _____

APPENDIX G – TRANSFER REQUEST FORM

Please submit this form to the individuals listed below by June 1, or within five days that an unstaffed position becomes available.

NAME _____ **DATE** _____

CURRENT ASSIGNMENT

BUILDING _____

GRADE LEVEL/SUBJECT(S) _____

TRANSFER REQUEST

BUILDING _____

GRADE LEVEL/SUBJECT(S) _____

Member's Signature

Date

ATTACHMENTS – LETTERS OF AGREEMENT

1. ***Individual Educational Planning Team (IDPT)***
 2. ***Placement of Special Education Students***
 3. ***Safety Issues – Special Needs Students in Exploratory/Elective Classes – Revised 2007-08***
 4. ***Work Hours – Expectation (13.5 Hours)***
 5. ***Teacher Evaluation Instrument/Process – Revised 2010-11***
 6. ***Staffing “Bubble” Elementary Grade Levels***
 7. ***Elementary Recess Supervision***
 8. ***Elementary Collaboration Time***
 9. ***Rehiring Retirees***
-

LETTER OF AGREEMENT ON INDIVIDUAL EDUCATIONAL PLANNING TEAM (IEPT)

The Ingham Clinton Education Association and the Mason Board of Education will abide by the following recommendations developed by the IEPT subcommittee during negotiations:

1. *The Director of Special Education will attempt to group full day and half day IEPTs at all levels within the district. Grouping of IEPTs is a current strategy at the secondary level and it will continue.*
 2. *The Student Support Team concept will be implemented at all elementary buildings.*
 3. *Building level meetings will be continued to address issues as they arise.*
-

**LETTER OF AGREEMENT REGARDING
PLACEMENT OF SPECIAL EDUCATION STUDENTS**

The parties agree to implement the following provisions regarding the placement of special education students in general education classrooms:

- 1. Periodic training and review of special education laws and contractual rights concerning placement will be provided for special and general education teachers.*
- 2. Communication from special education staff will occur to transition special needs students into the general education classrooms.*

**LETTER OF AGREEMENT ON CLASSROOM SAFETY ISSUES
INVOLVING SPECIAL NEEDS STUDENTS**

The parties agree that an adult aide will be hired (3-6 hours per day) at the middle school and assigned in the elective or exploratory classes with the greatest safety needs due to the placement of special needs students. The placement of the aide will be at the discretion of the building principal. The aide position will be evaluated for effectiveness at the conclusion of the year. Should budget constraints require the elimination of this position, the placement of special needs students in an exploratory or elective class, where safety is a potential concern, will be determined through the IEP process. The IEP also will determine if an aide placement is necessary.

**LETTER OF AGREEMENT REGARDING
WORK HOUR EXPECTATION**

The 2007-08 school calendar reduced three teacher days and restructured the use of 19.5 hours associated with these days. The calendar used six of the hours to extend the Early Release Days to two-hour blocks of time for professional development activities.

The parties agree that the remaining 13.5 hours have been dedicated to teacher participation in meetings (student staffings, IEP meetings, parent or student meetings, or extra meetings fulfilling School Improvement initiatives) conducted before or after the contractual hours. Contractually obligated meetings (staff meetings, curriculum committee work, parent-teacher conferences) are not included in the 13.5 hour expectation.

LETTER OF AGREEMENT REGARDING TEACHER EVALUATION INSTRUMENT PROCESS

The Michigan School Code Section 1249 states: With the involvement of teachers and school administrators, the Board shall adopt and implement for all teachers and school administrators a rigorous, transparent and fair performance evaluation system that does all of the following:

- *Evaluates the teacher's and administrator's job performance at least annually, while providing timely and constructive feedback*
- *Establishes clear approaches to measuring student growth and provides teachers and school administrators with relevant data on student growth*
- *Evaluates a teacher's or school administrator's job using multiple ratings categories that take into account data on student growth as a significant factor*
- *The student growth shall be measured by national, state or local assessment, and other objective criteria.*

To abide by the law, the parties agree to the following provision that will be communicated to Bargaining unit members and administrators to begin the evaluation process for the 2010-11 school year, while the ICEA-Board of Education Labor Management Team develops the final contractual language to recommend for ratification to both parties:

- *The specific timelines for evaluation meetings are flexible (September/January)*
- *The IDPs and PGPs are due by Friday, October 1, 2010*
- *Teachers will need to develop 1-3 annual goals, with at least one goal being specific to student data associated to the individual teacher based on the fourth bullet from above*
- *Group, or individual goals may be developed, but each teacher's goals must include at least one individual goal related to that teacher's students' growth*
- *For Track II teachers, goals may be multi-year with annual updates provided*
- *For Track II teachers, the annual written summary may be "scaled down" for multi-year and non-student growth goals, and to reflect annual completion*
- *Data gathering must include both a national, state or local assessment, and other objective criteria*
- *Data gathering may be by unit of study that would impact a district goal or address a specific area noted for improvement from a standardized assessment*
- *Goals may be tied to building or district School Improvement Goals*
- *The Labor-Management Team will address the need for the multiple rating categories that must be used by administrators on the written evaluation*
- *The self-assessment process to develop goals will be used, as needed, for Track II teachers... (the annual review of the rubric may not be needed annually for each domain for Track II teachers, especially if multi-year goals are developed)*

**LETTER OF AGREEMENT REGARDING
STAFFING “BUBBLE” ELEMENTARY GRADE LEVELS**

Several items may be considered when administration is assigning staff to “bubble” grade levels. Administration may use, but is not limited to the following non-prioritized list:

- *Previous grade level experience in the “bubble” class*
- *Volunteers willing to move*
- *Previous assignment shifts made by a teacher in recent years*
- *Seniority within the district*

If all factors are equal, seniority within the district will be the determining factor.

**LETTER OF AGREEMENT REGARDING
ELEMENTARY RECESS SUPERVISION**

The parties agree to the following provisions that amend Article 7. A. 12:

A 1:2 teacher to classroom ratio for recess supervision is allowable on an occasional basis, with occasional being defined as up to two times per week

The teacher remaining indoors must be supervising and/or assisting students. If no students remained indoors, both teachers would need to be outside.

Elementary recess must end by 3:00 p.m.

Any variation of the aforementioned points needs prior approval of the building principal.

**LETTER OF AGREEMENT REGARDING
ELEMENTARY COLLABORATION TIME**

The elementary principals were open to try to provide time for cross-building grade level meetings in 2010-11. The dates would be coordinated by the three principals and announced in September at the opening meeting. Teachers would assume responsibility to collect the agenda items and conduct the meetings. The following option was suggested and recommended to be placed in the back of the contract with the other LOAs:

- *Designate one meeting per trimester at the elementary level for district wide grade level collaboration. Meetings would be scheduled from 4:00-5:00 p.m. and the individual grade levels would set the agenda. A sign-in list would be included at each location.*

- *An additional collaborative time could be called using one of the four Superintendent meeting days provided in the contract. This additional meeting would be optional for 2010-11.*

**LETTER OF AGREEMENT REGARDING
REHIRING RETIREES**

The parties agree to the following provisions:

- 1. Part time offers will be made available to a terminating member at the sole discretion of the administration.*
- 2. The part time offer will be for an initial period of one year. At the end of the initial year and any subsequent year, the administration has the sole discretion to determine if the offer of a postretirement option will be renewed, renewed with modifications, or terminated. Salary will be determined at the time of renewal.*
- 3. Part time positions will be compensated at 1/3 of the retirant's FAC (with a maximum of 1/3 the final teaching salary), or the equitable part of the assignment (e.g. - .33 compensation for .33 FTE; .25 compensation for .25 FTE). The compensation will not include any insurance benefits.*
- 4. The district will make every attempt possible to have the contracted hours consecutive.*
- 5. While under contract, the retirant will be a member of the MDMEA bargaining unit and subject to its guidelines.*