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8/15/98



AGREEMENT
BETWEEN THE

MASON COUNTY CENTRAL BOARD OF EDUCATION
AND THE
MASON COUNTY CENTRAL EDUCATION ASSOCIATION

1995/96

1996/97

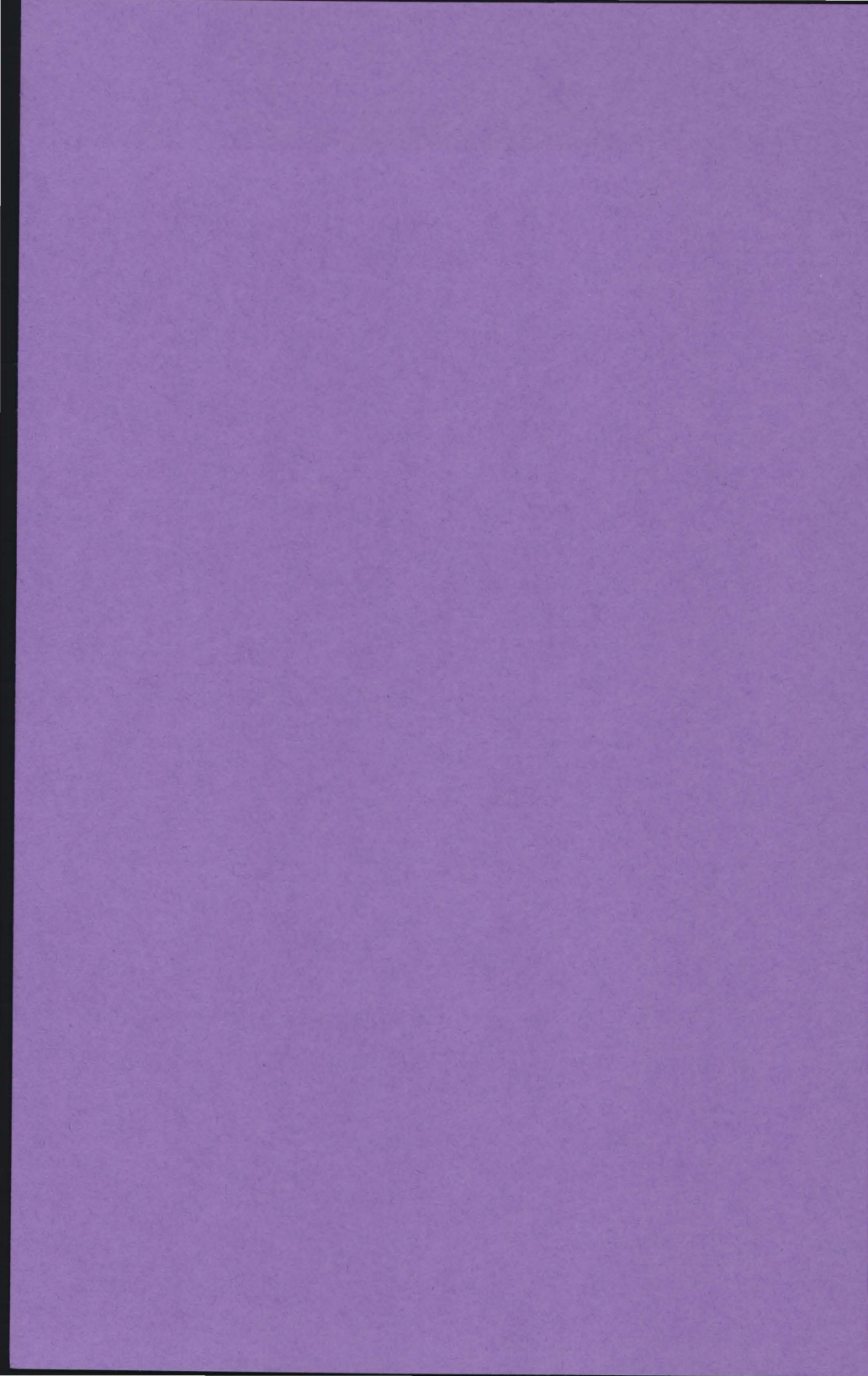
1997/98

Mason County Central School District

Scottville MI 49454

August 21, 1995

Mason County Central School District



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AGREEMENT

BETWEEN THE

MASON COUNTY CENTRAL BOARD OF EDUCATION

AND THE

MASON COUNTY CENTRAL EDUCATION ASSOCIATION

This Agreement entered into this twenty-first (21st) day of August, 1995 by and between the Board of Education of the Mason County Central School District of Scottville and Mason County, Michigan, hereinafter called the "Board," and the Mason County Central Education Association, hereinafter called the "Association."

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Mason County Central School District is their mutual aim, and;

Whereas, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Association as representative of its teaching personnel with respect to wages, hours and conditions of employment, and;

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 336 of 1947 as amended by Act 379 of Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, librarians, guidance counselors, but excluding principals, supervisory, executive personnel, office and clerical employees and all others.

The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of this Association, if the adjustment is not inconsistent with the terms of the Agreement or contrary to Act 336 as amended.

C. The Board specifically recognizes the right of the Association to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such agency; the Association specifically recognizes the right of the Board to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

D. It is agreed that should any portion of this contract be found to be invalid by state law or legal decision, that part shall be immediately open for renegotiations by the Board and the Association. All other sections of the contract shall remain in full force.

ARTICLE II

MANAGEMENT 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 Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees which affect adversely the school system.
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. No transfer shall be made without prior consultation with the teachers.
3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To supervise the means and methods of instruction, to decide the selection of textbooks and other teacher materials and the use of teaching aids of every kind and nature.

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

with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. In meeting such responsibilities, the Board acts through its administrative staff.

ARTICLE III

TEACHER RIGHTS AND RESPONSIBILITIES

- A. Military leave shall be in accordance with Act 145 of the Public Acts of 1943 as amended.
- B. The Association has the right to use school building facilities at all reasonable hours for meetings in accordance with school board policy.
- C. The Board and the Association mutually recognize and agree that teachers have rights and responsibilities under the Michigan Public Employment Relations Act, Michigan General School Laws and the federal and state constitutions, including recourse through the courts and governmental agencies. It is, however, mutually agreed that this Paragraph is not subject to the Grievance Procedure and any disagreement of the interpretation or application of these laws and regulations are likewise not subject to the Grievance Procedure, Article V, of this Agreement.
- D. No tenured teacher shall be suspended or discharged without just cause.
- E. The Association may request, from time to time, information relative to problems to be discussed. Information will be in the form of standard school reports such as the adopted budget, the annual audit and other reports adopted by the Board of Education and normally provided to the public.
- F. The Board endorses generally the concept of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. The Board reserves the right to impose a more severe disciplinary action where the seriousness of the initial incident dictates such.

G. The Association will, at its request, be allowed a period of time up to one hour in duration on the first day in which teachers report to school.

ARTICLE IV

INCLEMENT WEATHER

When the schools are closed to students due to severe inclement weather or road conditions, teachers shall not be required to report for duty. In the event that the schools are dismissed early due to the above conditions, teachers shall be permitted to leave as soon as the buses have left the teacher's building as determined by the building administrator.

ARTICLE V

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation, misapplication or misinterpretation of the expressed terms of this Agreement and shall be resolved through the procedures set forth herein.

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).

No grievance shall be filed due to the Board's failure to renew a contract for a probationary teacher.

No grievance shall be filed concerning any policy, rule, regulation or practice of the Board.

No grievance shall be filed concerning any matter set forth in the Agreement which is covered by a state and/or federal law which may be pursued through an administrative agency.

B. The Board shall not be required to deal with individuals purporting to be representatives of the Association unless such individuals have been so authorized in written notice from the Association.

The Board hereby designates the Elementary Principal, the Middle School Principal and the Senior High School Principal to act as its representatives at Level One as hereinafter described and the Superintendent or designated representative to act at Level Two as hereinafter described. The Elementary Principal shall be the Board representative of K-4 in each building.

C. The term "days" as used herein shall mean days in which school is in session unless otherwise specified herein.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall quote at length the section or sub-section of the contract alleged to have been violated.
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.

The grievant shall have the right to have a representative of their choice present at any level of the Grievance Procedures. The Association also reserves the right to have a representative present at all proceedings beyond Level One.

E. Level One

A grievant believing themselves wronged by an alleged violation of the expressed provisions of this contract shall, within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. Within ten (10) days of the alleged occurrence, the grievant shall reduce the grievance to writing if it has not been resolved as a result of the oral discussion.

The ten (10) days may be extended by mutual written agreement between the principal and the grievant.

If no resolution is obtained within three (3) days of submission of the written grievance, the grievant shall - proceed within eight (8) days of submission of the written grievance to Level Two.

Level Two

A copy of the written grievance as specified in Level One shall be filed with the Superintendent or designated agent with the endorsement thereon of the grievant. Within five (5) days of receipt of the grievance, the Superintendent or designated agent shall conduct a meeting with the grievant and/or the designated Association Representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render their decision in writing, transmitting a copy of same to the grievant, the Association Secretary, the building principal in the building where the grievance arose and place a copy of the same in a permanent file in their office.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant, the grievant may appeal same to the Board of Education within ten (10) days by filing the written grievance and the decision of the Superintendent with the President of the Board of Education and the endorsement thereon of the approval or disapproval of the Association.

Level Three

Upon proper application as specified in Level Two, the Board shall allow the teacher or their Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled, which shall not be later than thirty (30) days after filing of the grievance with the Board. Within seven (7) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein 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 seven (7) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant and the Secretary of the Association.

Level Four Binding Arbitration

Section 1. If the alleged grievance is not settled at Level Three, the matter may be referred to arbitration before an impartial arbitrator. Either party may refer the matter to arbitration provided that notice to refer the matter is given to the other party within five (5) days from the date of the Board's written decision at Level Three. Within ten (10) days after the date of the written request for arbitration, a committee of the Board or its designated representative and the Association or its designated representative shall make every effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within five (5) additional days, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the American Arbitration Association which shall likewise govern the arbitration proceeding except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.

Section 2. The arbitrator shall hear the grievance in dispute and shall render a decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth findings of facts, reasoning and conclusions with respect to the issues submitted to arbitration. Each party shall meet together not less than three (3) days prior to the hearing to make a final attempt to resolve the dispute after which time no new evidence could be presented. The decision of the arbitrator shall be placed into immediate effect pending any judicial review initiated by either party.

Section 3. The arbitrator shall only act upon alleged violations, misapplications or misinterpretations of the expressed provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of either party's rights and responsibilities except as they have been limited by the terms of this Agreement.

The Arbitrator shall not add to, subtract from, disregard, alter or modify any terms of this Agreement or establish salary scales. The Arbitrator shall have no power to change any policy of the Board nor substitute their judgment for that of the Board as to the reasonableness of any such policy.

Section 4. In the event that a case is appealed to the arbitrator on which the Arbitrator has not power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Section 5. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

Section 6. The arbitrator's fees and expenses shall be shared by the Employer and the Association equally. The expenses and compensation for attendance of any employee, witness or participant shall be paid by the party incurring such expense.

F. Should the grievant fail to institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant) shall be barred.

G. The Association shall have the right to initiate a grievance involving the right of a group of teachers without their expressed approval in writing thereon.

H. All preparation, filing and 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 unless the Board or its designated representatives request otherwise.

I. In the event a grievance is filed on or after the first of June, every effort shall be made by both the Board Grievance Committee and the Association Grievance Committee to resolve same prior to the beginning of the next school year.

J. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

K. There shall be no reprisals of any kind by administrative personnel taken against any party in the interest of their Association Representative or any other participant in the procedure set forth herein by reason of such participation. The Association or its members shall take no reprisals of any kind against any administrative personnel or Board member by reason of participation in a grievance procedure.

L. The filing of the grievances shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance so long as such action is consistent with provisions of this Agreement.

M. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance so long as such action is consistent with provisions of this Agreement.

ARTICLE VI

PROFESSIONAL COMPENSATION

Each teacher has the option to receive their salary in one of three methods, providing they notify the Board by September 1, 1995, as to which method they wish to be paid by. If the teacher fails to notify the Board by the above date, they will be paid by method number one (1). They may change this to method number three (3) by notifying the Board prior to April. The three methods of payment are as follows:

1. Paid every two weeks in twenty-six (26) equal pays
2. Paid every two weeks in twenty-one (21) equal pays
3. Paid every two weeks and computed by receiving pay method number one (1) and receiving the remainder of their pay the second pay period in June.

The first pay of the 1995-96 school year is September 8, 1995.

ARTICLE VII

PUPIL/TEACHER RATIO

A. It is mutually agreed that the Board and Association's goal, beginning with the 1995/96 school year, is a maximum classload of 25 students in Y5's, Kindergarten and first grade and 27 students in grades two through four. If the K-4 classroom load exceeds these recommended maximums, upon written request of the classroom teacher one hour of assistance to the teacher per day will be provided for each student over these maximums on the Monday following the 4th Friday count. No Y5's, K or 1st

grade class shall exceed twenty-seven(27) and no grade 2-4 classroom shall exceed twenty-nine (29) unless mutually agreed.

B. The Board shall endeavor to maintain an equitable distribution of secondary students per teacher.

ARTICLE VIII

VACANCIES, PROMOTIONS & TRANSFERS

A. A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular or extra-duty activities.

B. The promotional positions, by way of illustration and not limitations, are: assistant principal, elementary principal, middle school principal, senior high school principal, administrative assistant, assistant superintendent, community school director and project director and need not be posted.

C. A vacancy shall be defined as a situation where a vacant position was previously held by an employee or when a new teaching position is created.

D. Whenever a vacancy as defined in Paragraph C occurs, the Board shall publicize the same by giving written notice of such vacant position to the Association and by posting a copy of such notice in each school building. Vacancies shall not be filled except on a temporary basis until such vacancy has met posting requirements. Posting requirements will be fulfilled at 3:00 p.m. of the seventh (7th) calendar day of posting. During the summer months, the publication requirement shall be fulfilled by

giving the written notice to the Association and posting a copy at the Board of Education offices. Less than half-time vacancies shall be posted for two (2) school days. Teachers on lay-off shall be recalled prior to filling vacancies except those caused by voluntary transfers, pursuant to this Article as provided in Article XIX, Section C.

E. Any teacher may apply for a vacancy as defined in Paragraph A, B, or C. All extra-curricular activity openings listed in the Agreement shall be posted in accordance with this Article except for class sponsors, building directors, and Driver Training. Applicants within or to become members of the bargaining unit will be given an opportunity to apply for the posted positions with their qualifications being considered by the Board or its agents.

F. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties hereby agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. The Superintendent or designee shall notify the affected teacher, in writing, of an involuntary transfer.

G. Teachers may request transfers from one school to another or transfers to a different teaching subject for the ensuing school year commencing the following September. All requests for transfers must be in writing and received by the Superintendent and the respective building administrator prior to July 1.

H. Any teacher who shall be transferred to a supervisory or executive position and shall later be transferred to a teacher status shall be entitled to certain such rights as they may have had under this Agreement prior to such a transfer.

ARTICLE IX

TEACHER WORK DAYS AND TEACHING HOURS

- A. The school year shall be composed of 183 days for returning teachers and 184 days for new teachers with 180 student instruction days. Specific calendars are in Article XXIII.
- B. The Board reserves the right to alter the calendar to achieve at least 180 days of student instruction in accordance with state aid requirements.
- C. Beginning with the 1993-94 school year, the normal teacher day will consist of a continuous period of not more than 7 hours and 30 minutes, including the lunch period. Inservice/parent-teacher conference time shall not exceed 15 hours in any one school year. No more than 6 hours can be added to the schedule in any 48 hour period of time unless mutually agreed upon.
- D. Should major system-wide changes in the teaching hours be deemed necessary, such changes will be preceded by consultation with the President, Vice President, Secretary, Treasurer and Chairman of the Negotiating Committee of the MCCEA.
- E. A Board/MCCEA committee shall meet to adjust the calendar for the duration of this agreement. This shall include the establishment of the starting date, ending date, winter break, Thanksgiving Break and spring break.
- F. It is expressly understood that the MCCEA members shall make up snow days, within the constraints of the established beginning and ending dates, with no additional compensation, if, and only if, Michigan state law requires same, in order to be in compliance with state aid requirements.

ARTICLE X

PAYROLL DEDUCTION

Payroll deduction shall be available for any credit union, 403(b), IRA and/or other savings/investment program in which the teacher wishes to participate. Upon written authorization from the

teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances to the custodian. Changes in, or the addition of, an individual program shall be limited to the first payroll of the month for credit union deductions and at designated calendar-year quarterly intervals for all other deductions. It is further understood that any direct charges to the Board for application/set-up fees and/or custodial expenses associated with the aforementioned programs shall be paid by the teacher through payroll deduction.

ARTICLE XI

DEDUCTION OF EDUCATION ASSOCIATION DUES

A. The Board agrees to deduct from the salaries of teachers dues for the Mason County Central Education Association, the Michigan Education Association and the National Education Association, when voluntarily authorized in writing by each teacher of such dues deducted.

B. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction per month, for ten consecutive equal installments.

C. The individual authorization form is as follows: On this _____ day of

_____, 19 ____, I, _____

(Teacher's Name)

hereby authorize the Board of Education to deduct the following sums in ten (10) equal consecutive monthly installments as dues for the following organizations as specified in the Master Agreement.

\$ _____ Mason County Central Education Association

\$ _____ Michigan Education Association

\$ _____ National Education Association

I further understand that in the event of a dispute over payment of the above specified amounts, I must

seek my remedy from the Mason County Central Education Association. Further, it is my express understanding that this Authorization for Dues Deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Mason County Central Education Association.

(Teacher's Signature)

Filed with the Board of Education

on this _____ date of _____, 19 _____

(Superintendent's or designee's signature)

D. Dues authorizations will be filed with the Superintendent at the end of the first full week of the new school year except as provided in Paragraph E. When a teacher leaves the system at any time during the school year, the dues deduction will terminate. Teachers entering the system at any time after the school year commences will have dues deducted after filing authorization with the Superintendent.

E. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form, in writing and signed by the teacher, is filed with the Superintendent and the Treasurer of the Association.

F. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA and the NEA, which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during the entire school year.

G. For the purposes of this Article, the term "School Year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.

H. Dues deductions shall be transmitted by the Superintendent to Mason County Central Education Association Treasurer within fourteen (14) days after such deductions are made. The Mason

County Central Education Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.

I. All refunds claimed for dues of the Mason County Central Education Association, MEA or NEA under such dues authorizations shall lie solely with the Association. The association agrees to reimburse any teachers for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.

J. Any dispute between the Mason County Central Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

K. The Association will protect and save harmless the Board from any or all claims, demands, suits and 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 this Article.

ARTICLE XII

FRINGE BENEFITS

A. **Duty Free Lunch Period:** The Board agrees that the teachers in the Mason County Central School system are entitled to a 30-minute lunch period free from extra-duty requirements, subject to emergency situations or problems connected with inclement weather.

B. **Sick Leave:**

1. At the beginning of the school year, each teacher will be credited with ten (10) days of sick leave when they report to work. In the case of beginning teachers, any pay for absence during the first ten (10) days will be deducted; however, should the teacher complete the year satisfactorily, the

accumulated portion of their sick leave may be applied to the days absent at the beginning of the year and the teacher reimbursed accordingly. A teacher who works only part of the year by virtue of late entrance into the system shall be granted a total sick leave allowance for that year equal to one (1) day per month for each month, if employed by the 15th of the month.

2. The maximum allowable accumulated sick leave shall be a total of 90 days.
3. All leave requests up to the maximums listed below are subject to the examination of the Superintendent or designated representative and evidence of need may be requested. Proof of illness signed by a physician may be required at any reasonable time.
4. Extended leaves with pay, above the maximum as indicated below may be granted at the discretion of the Superintendent or designee.
5. Leave may be taken and sick leave charged to the teacher for the following reasons:
 - a. Personal Illness: The teacher may use all or any portion of their leave to recover from illness or disability.
 - b. Death in the Immediate Family: The teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law.
 - c. Other Deaths: The teacher may take one day per death up to a maximum of two days per year to attend the funeral of relatives not mentioned above or friends.
 - d. Other Leave: The teacher may take such time as is needed to make arrangements for medical or nursing care or for illness in the immediate family. Duration of such leave is at the discretion of the Superintendent or designee.
6. Notification of sick leave accumulation shall be made at least at the beginning or end of the school year. Other notification may be made periodically during the year at the discretion of the Superintendent or designee.
7. At the beginning of each year, the sick leave account of each teacher may be charged one day, these sick leave days to be placed in a sick leave bank to be administered by the Association. The

maximum number of sick leave days an individual teacher can take from the sick leave bank per year, and the maximum number of days to be accumulated in the sick leave bank, must be mutually agreed upon by the Board of Education and the Association. The days accumulated in the sick leave bank are not subject to any provisions in the contract for severance pay. The administration of the sick leave bank is not subject to the grievance procedure.

C. Personal Days:

1. Two (2) personal business days per year shall be credited to each tenure teacher, each second year probationary teacher and each third year probationary teacher. First year probationary teachers shall be credited with two (2) personal business days after five (5) days of service.
2. The principal must be given written notice not less than 48 hours before such absence, unless it is of an emergency nature for which the teacher provides an acceptable explanation.
3. Granting of these personal days shall be based on availability of substitute teachers and on a first-come, first served basis.
4. Unused personal business days will be credited to the teachers' sick leave.

D. Hospitalization Insurance:

1. Board authorized hospitalization insurance carrier, namely MESSA, for the 1994/95 school year will remain in effect until October 1, 1998. When appropriate, limited Medicare Supplement and Medicare Part B shall be paid on behalf of the employee and spouse.
2. Insurance benefits shall be limited to teachers working half-time or more, who have made proper application and have been approved by the insurance carrier. Teachers working less than a full day but at least a half-day, shall have their fringe benefits prorated. Fringe benefits become effective the first day of the month following the month in which the teacher reports for work the first time except for sick leave as specified in Paragraph C.
3. The Board will pay the cost of health and hospitalization insurance needed by a teacher in the following categories for the period October 1, 1995, to September 30, 1998.

MESSA PAK B for those not needing hospitalization

4. The Board will pay the full MESSA PAK premium through September 30, 1998, with the agreement that the Board's payment effective October 1, 1998, will revert back to the MESSA PAK rates in effect as of October 1, 1997, unless changed by mutual agreement.
 5. For the period October 1, 1995, through September 30, 1998, the Board shall contribute \$80 per month to each employee not selecting hospitalization insurance coverage, to be used to purchase MESSA insurance options and/or annuities currently approved by the Board.
 6. The Board of Education and the Association agree to participate in a committee structure whose goal will be to explore the possibility of bidding health and related insurances so as to achieve cost containment and reduce disparity between single and married staff. This committee will begin meeting no later than February 1, 1993.
- F. **Dental Insurance:** Effective October 1, 1995, through September 30, 1998, the Board will provide coverage to the family of each teacher employed by the Board and who continues in the employ of the Board, the Delta Dental Plan 80/80/80 with the Orthodontic Rider of \$2,000. Insurance benefits shall be limited to teachers working half-time or more.
- G. **Vision Insurance:** Effective October 1, 1995, through September 30, 1998, the Board will provide coverage to the family of each teacher employed by the Board and who continues in the employ of the Board, the MESSA VSP3 vision insurance plan. Insurance benefits shall be limited to teachers working half-time or more.
- Teachers working less than a full day but at least a half-day shall have their fringe benefits prorated. Fringe benefits become effective the first day of the month following the month in which the teacher reports for work the first time, except for sick leave as specified in Paragraph C.
- In the case of new teachers who wish immediate coverage on commencement of services, said coverage will be granted, contingent upon permission from the insurance carrier and provided the premium payments are received at the central business office in ample time to process same.
- H. **Severance Pay:** Severance pay will be granted to teachers resigning from the Mason County Central Schools under the following provisions:

Payment through 1995/96 will be at the rate of \$15.00 per day for unused sick leave and the teacher must have served ten (10) years at Mason County Central Schools. Payment beginning in 1996/97 will be at the rate of \$20.00 per day for unused sick leave and the teacher must have served ten (10) years at Mason County Central Schools.

I. **Long Term Disability:** The Board will continue the Long Term Disability program for the duration of this contract.

J. The Board of Education and the Association agree to participate in a committee structure whose goal shall be to discuss an early retirement plan. This committee will meet on an annual basis no later than January 15 of each contract year.

K. **Compensatory Days:**

1. All K-12 teachers will be allowed to bank one hour of compensatory time for every two hours of participation in committee work that falls outside the normal working day, which begins at 7:45 a.m. and ends at 3:15 p.m.

2. For each seven hours accumulated in their bank, a teacher will be entitled to a compensatory day.

3. The principal must be given written notice not less than 48 hours before such absence, unless it is of an emergency nature for which the teacher provides an acceptable explanation.

4. Granting of these compensatory days shall be based on availability of substitute teachers and on a first-come, first-served basis.

5. A compensatory day cannot be taken the day prior to or the day following scheduled vacation days (i.e. Thanksgiving, Christmas or Spring Break), or in conjunction with personal days used to extend one of these scheduled vacation times.

6. No teacher may use more than two compensatory days in any one year.

Payment through 1995/96 will be at the rate of \$15.00 per day for unused sick leave and the teacher must have served ten (10) years at Mason County Central Schools. Payment beginning in 1996/97 will be at the rate of \$20.00 per day for unused sick leave and the teacher must have served ten (10) years at Mason County Central Schools.

I. **Long Term Disability:** The Board will continue the Long Term Disability program for the duration of this contract.

J. The Board of Education and the Association agree to participate in a committee structure whose goal shall be to discuss an early retirement plan. This committee will meet on an annual basis no later than January 15 of each contract year.

ARTICLE XIII

TEACHER EVALUATION

A. The Association recognizes that the Board has a responsibility to observe and evaluate the performance of a teacher and to confer with the teacher to explain its view of their work performance. It is expressly understood and agreed that the purpose of a probationary period is for the Board, working through the Administration, to determine if said probationary teacher's work is satisfactory and that this is a management responsibility not subject to the grievance procedure, except as specifically provided in Paragraph I of this Article.

B. Tenure Teachers: Tenure teachers shall be evaluated at least once during each two (2) year cycle, based in part on at least one (1) classroom observation of at least twenty (20) consecutive minutes. This shall be done by April 1.

C. Probationary Teachers: Probationary teachers shall be evaluated at least three (3) times during each individual teacher's first probationary year, based in part on at least three (3) classroom observations of at least thirty (30) consecutive minutes each. Two of the evaluations shall be completed by April 1. Each succeeding probationary year, probationary teachers shall be evaluated a minimum of two (2) times, based in part on at least two (2) classroom observations of at least thirty (30) consecutive minutes each. Both of the evaluations shall be completed by April 1.

D. The principal will review with all teachers to be evaluated the evaluation procedure and the evaluation instrument prior to the first evaluation visit. Teachers shall be conferred with either before and/or after an observation of the classroom by an evaluator. A written copy of the classroom observation summary will be provided the teacher within ten (10) school days of the visitation. If the evaluator believes the teacher's work is unacceptable, the evaluator shall make recommendations for improvement.

E. Each teacher will be given one (1) copy of the written evaluation and must sign one (1) copy, to be given to the evaluator, to indicate that the teacher has read the evaluation report. The evaluation instrument shall include a provision for the teacher to make comments concerning the evaluation.

F. An employee will have the right to review the contents of their personnel file, excluding college placement materials and other initial references and to have a representative of the Association accompany him in such review.

G. No later than April 20th of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher.

H. Each teacher's final evaluation of the year shall include at the conclusion of the report, the statement, "considering all factors, the work performance of this teacher is Satisfactory _____ or Unsatisfactory _____". (Check one)

I. It is expressly understood that the evaluation of the teacher and the criteria used to evaluate the teacher are not subject to the grievance procedure as provided in the Agreement; however, the provisions of Paragraphs B, C, D, E, F and G may be subject to the grievance procedure as provided in the Agreement. Notwithstanding any other provisions of this Agreement, no teacher shall be discharged for unsatisfactory teaching performance who has not been evaluated during the course of the school year in compliance with the procedural requirements contained above.

ARTICLE XIV

CONTINUITY OF OPERATION

The Association agrees that neither its officers, agents or members shall, during the period of this Agreement, authorize, condone, directly or indirectly engage in or assist in any strike or other deliberate and concerted interruption or interference with service within this school district.

In the event of a violation of this Article by a member or members, the Association will work with the Administration to make every reasonable effort to assure a prompt restoration of service.

Any teacher or group of teachers who willfully violates this Article may be disciplined forthwith up to and including discharge without recourse to any grievance procedure.

ARTICLE XV

PROFESSIONAL DAYS

Professional Days

1. Upon recommendations of the Superintendent and/or principal, professional days for educational purposes may be granted to any teacher. The Association recognizes that the intent of the Board in providing this day or days is to allow the teacher an opportunity to acquaint themselves with outstanding examples of educational projects or facilities which should result in benefits to the Mason County Central program.

- a. Said teacher shall submit a brief, written report to the principal following their professional day(s).
- b. Mileage will be allowed for the professional day(s).
- c. Substitute teachers' pay will be assumed by the Board.

2. A professional day shall consist of conferences, institutes, workshops, visitations and the like which are designed to improve the teacher's effectiveness, but expressly excluding negotiation institutes, workshops, conferences or meetings.

ARTICLE XVI

ASSIGNMENT OF TEACHER DUTIES

All teachers shall be given written notice of any changes in their subject area or assignment for the forthcoming year not later than the first day of June. In no event will changes in teacher's subject area or assignment be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same. Such notification will only be given for major changes in subject area or assignment.

ARTICLE XVII

ASSOCIATION LEAVE

The Association shall be granted a total of five (5) days to be used for official Association meetings, provided that such days shall be taken without pay. The Board will pay the substitute teacher's salary.

ARTICLE XVIII

REDUCTION OF STAFF

- A. If, for any reason, the Board determines the necessity to reduce the number of staff members, the Board will determine the number that shall be laid off in order to make the best possible adjustment of personnel to the new school program.
- B. Teachers shall be laid off in program area by seniority.
- C. The teacher in the specific position being reduced or eliminated shall

be the teacher notified of layoff. In the event the position being reduced or eliminated is the same as other positions in the bargaining unit, the teacher in the position with the least seniority shall be the teacher notified of layoff.

D. A teacher notified of layoff shall have the right to replace the least senior teacher within the teacher's certification.

E. Seniority shall be computed from the most recent date of hire at Mason County Central Schools and shall be defined to mean the amount of time of continuous employment to the school district. Seniority shall accrue during various forms of approved leave but for not longer than 1 year.

F. The Board shall maintain a seniority list and will furnish the Association with a copy by December 1 of each year of the contract. Accompanying the name of each teacher on the seniority list shall be date of hire and certification.

G. An employee shall lose seniority rights if they retire, resign, are discharged for cause or are laid off for five (5) years, except that if a tenure employee is recalled to the same position they shall retain all seniority accumulated as of the date of layoff.

H. Changes in a teacher's certification after the first day of the school year following layoff shall not permit the teacher to be recalled by bumping.

I. For the purposes of this Article, a teaching load of at least one-half time shall count as if the service is at full-time teaching. Teachers who work less than half-time will have their seniority prorated.

J. The Board shall provide at least forty-five (45) calendar days of notice of layoff by handing the employee the layoff notice (in private) or by submitting a certified letter to the employee at their last known address. The Board shall give written notice of recall from layoff by sending a certified letter to said employee at their last known address. Failure to report to work within ten (10) calendar days of receipt of written notice of recall or to present written notice of a valid reason (illness or emergency) within said ten (10) day period shall constitute a voluntary quit. A return of letter as "addressee unknown" shall have the same result. It shall be the responsibility of each employee to notify the Board of any change of address.

K. No teacher will be terminated, lose recall rights or seniority if the teacher is, at the time of recall, under contract with another district; except the teacher will be expected to request mutual termination of the contract. If this is not successful, the Board will extend the recall limits to the end of the school year.

L. In the event of more than one teacher signing a contract on the same day, seniority shall be determined by a draw.

M. Teachers on layoff shall be recalled in order of the most seniority provided the teacher is certified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers who are certified to fill the vacancy, except as provided in Article VIII, D.

N. Teachers will have the right to refuse a lesser position than that from which they were laid off without losing rights to recall

ARTICLE XIX

SPECIFIC TEACHING CONDITIONS

GRADES 9-12

The teacher in grades 9-12 shall be assigned no more than 13 blocks per year to meet state mandated guidelines. Any additional classes shall be on a voluntary basis or at the request of the individual teacher.

ARTICLE XX

BASIC SALARY SCHEDULE

1. Payment will be based on semester hours of credit.
2. Credit must be in the teacher's instructional field, major or minor field or with prior written approval of the administration. The provisions of this section shall be effective beginning with the 1989-90 contract year and are not retroactive.
3. Evidence of extra hours earned must be provided the administration by the Friday after Labor Day of the year for which payment is expected.
4. If a teacher earns thirty (30) semester hours or more of graduate level credits in their instructional, major or minor fields, they shall consult with the Superintendent to determine master's degree equivalency. The granting of an equivalency is at the discretion of the Superintendent of Schools.

5. A teacher may advance beyond the master's equivalency for salary advancement in any of the following ways:
- a. Earn the master's degree in appropriate education area from an accredited university.
 - b. Earn an additional six (6) semester hours or approved equivalent, beyond the master's equivalency. Credit shall be in areas approved by the superintendent. (Advancement may only occur for hours earned after August, 1991.)
 - c. Complete an approved project after earning a master's equivalency. The project will be subject to approval of the superintendent and of benefit to the Mason County Central School District.
6. The Superintendent shall be the sole authority for placing teachers new to the system on the salary schedule and may recognize experience up to and including the top step of the salary schedule.
7. Per diem shall be defined as the teacher's annual salary, excluding extra-duty assignment pay, divided by 183.

LONGEVITY:

14th step	5% of column base to begin in 1989-90 school year
19th step	10% of column base to begin in 1990-91 school year.
24th step	15% of column base to begin in 1991-92 school year.
28th step	20% of column base to begin in 1992-93 school year.

Eligibility for Longevity is based on the years of service as a certified teacher at Mason County Central Schools only.

ARTICLE XX

1995-1996 SALARY SCHEDULE FOR MCCEA (2.95% INCREASE)

A	B	C	D	E	F	G	
BA/BS	BA/BS +18	MA/MS Or Equiv.	MA/MS +15	MA/MS +30	MA/MS +45	MA/MS +60	
Step 100	102	105	108	110	112	115	
1.	25497	26007	26772	27537	28047	28557	29322
2.	27168	27827	28735	29679	30322	31000	31961
3.	28839	29647	30698	31821	32597	33443	34600
4.	30510	31467	32661	33963	34872	35886	37239
5.	32181	33287	34624	36105	37147	38329	39878
6.	33852	35107	36587	38247	39442	40772	42517
7.	35523	36927	38550	40389	41697	43215	45156
8.	37194	38747	40513	42531	43972	45658	47795
9.	38865	40567	42476	44673	46247	48101	50434
10.	40536	42387	44439	46815	48522	50544	53073
INDEX	159	163	166	170	173	177	181

1996-97 SALARY SCHEDULE FOR MCCEA (2.95% INCREASE)

A	B	C	D	E	F	G
BA/BS	BA/BS +18	MA/MS Or Equiv.	MA/MS +15	MA/MS +30	MA/MS +45	MA/MS +60
Step 100	102	105	108	110	112	115
1. 26249	26774	27561	28349	28874	29399	30186
2. 27970	28648	29582	30554	31216	31914	32903
3. 29691	30522	31603	32759	33558	34429	35620
4. 31412	32396	33624	34964	35900	36944	38337
5. 33133	34270	35645	37169	38242	39459	41054
6. 34854	36144	37666	39374	40584	41974	43771
7. 36575	38018	39687	41579	42926	44489	46448
8. 38296	39892	41708	43784	45628	47004	49205
9. 40017	41766	43729	45989	47610	49519	51922
10.41738	43642	45750	48194	49952	52036	54639
INDEX						
159	163	166	170	173	177	181

1997-98 SALARY SCHEDULE FOR MCCEA (2.95% INCREASE)

A	B	C	D	E	F	G
BA/BS	BA/BS +18	MA/MS Or Equiv.	MA/MS +15	MA/MS +30	MA/MS +45	MA/MS +60
Step 100	102	105	108	110	112	115
1. 27023	27563	28374	29185	29725	30266	31076
2. 28795	29492	30455	31455	32136	32855	33873
3. 30567	31421	32536	33725	34547	35444	36670
4. 32339	33350	34617	35995	36958	38033	39467
5. 34111	35279	36698	38265	39369	40622	42264
6. 35883	37208	38779	40535	41780	43211	45061
7. 37655	39137	40860	42805	44191	45800	47858
8. 39427	41066	42941	45075	46602	48389	50655
9. 41199	42995	45022	47345	49013	50978	53452
10.42971	44924	47103	49615	51424	53567	56249
INDEX						
159	163	166	170	173	177	181

ARTICLE XXI

EXTRA DUTY SALARY SCHEDULE

1995/98

The extra duty salary is computed by multiplying the percentage listed for activity times the step on the BA Salary Schedule (Column A) corresponding to years of experience in that particular activity, giving one full step credit for each two (2) years of experience, to a maximum of ten (10) years or to Step 6 on the BA Salary Schedule (Column A). All positions listed will not necessarily be filled.

All persons holding Schedule B positions will be evaluated on an annual basis. All persons receiving a satisfactory evaluation will not have their positions posted. Any person not receiving a satisfactory evaluation may have their position posted. It is clearly understood that this is meant to include both bargaining unit members and non-bargaining unit members. All vacated positions will be posted. Qualified bargaining unit members will have priority in assignment.

<u>POSITION</u>	<u>%</u>
FOOTBALL	
Head Varsity	13.0%
Assistant Varsity	7.0%
Head Junior Varsity	8.0%
Assistant Junior Varsity	5.0%
Head Middle School	6.0%
Assistant Middle School	5.0%

BOYS' BASKETBALL

Head Varsity	13.0%
Head Junior Varsity	8.0%
9th Grade	6.5%
8th Grade	6.0%
7th Grade	6.0%

VARSITY GOLF

Varsity Golf (Co-ed)	8.0%
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GIRLS' BASKETBALL

Head Varsity	13.0%
Head Junior Varsity	8.0%
8th Grade (middle school)	6.0%
7th Grade (middle school)	6.0%

DIRECTOR - SATURDAY PROGRAM	3.5%
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BASEBALL

Head Varsity	10.0%
Junior Varsity	8.0%

HIGH SCHOOL GIRLS' SOFTBALL

Varsity	10.0%
Junior Varsity	8.0%

TRACK AND FIELD

Boys' Head Varsity	10.0%
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Boys' Assist. Varsity 7.0%

Girls' Head Varsity 10.0%

Girls' Assist. Varsity 7.0%

Middle School Track:

Girls' Track 6.0%

Girls' Assistant 5.0%

Boys' Track 6.0%

Boys' Assistant 5.0%

GIRLS' VOLLEYBALL

Varsity 10.0%

Junior Varsity 8.0%

Middle School (7th & 8th) 6.0%

WRESTLING

Head Varsity 12.0%

Assistant Varsity 8.0%

Middle School 6.0%

CROSS COUNTRY 10.0%

SENIOR HIGH CHEERLEADING

Fall Sports 4.0%

Winter Sports 9.0%

MIDDLE SCHOOL CHEERLEADING

Fall Sports 4.0%

Winter Sports	5.0%
MUSIC, INSTRUMENTAL	
High School/Middle School	14.0%
FORENSICS	5.0%
MIDDLE SCHOOL DRAMA PRODUCTION	4.0%
HIGH SCHOOL DRAMA PRODUCTION	10.0%
ANNUAL	4.0%
SAFETY PATROL	5.0%
CLASS SPONSORS:	
Senior Sponsor	3.5%
Junior Sponsor	3.5%
Junior Co-Sponsor	3.5%
Sophomore Sponsor	2.0%
Freshman Sponsor	2.0%
SENIOR HIGH STUDENT COUNCIL	4.0%
MIDDLE SCHOOL STUDENT COUNCIL	3.0%
DRIVER TRAINING	

1995/98

The wages for driver's education teachers will be the same hourly rate as that received by high school completion teachers.

MILEAGE: The Board agrees to pay the maximum allowable under I.R.S. rates per mile for school business that has met prior approval of the administration, for the period between July 1, 1995 and June 30, 1998.

ARTICLE XXII
1995-96 CALENDAR

<u>DATE</u>	<u>EVENT SCHEDULED</u>	<u>ATTENDANCE</u>	<u>STUDENT ATTENDANCE</u>	<u>TEACHER</u>
Aug. 30	1st Year Teachers Report		0	1
Aug. 31	All Staff Reports		0	1
Sept. 5-8	Students Report		4	4
Sept. 11-15	Regular Session		5	5
Sept. 18-21	Regular Session		4	4
Sept. 22	Harvest Festival		1	1
	1/2 day session students			
	Teacher inservice p.m.			
Sept. 25-29	Regular Session		5	5
Oct. 2-6	Regular Session		5	5
Oct. 9-13	Regular Session		5	5
Oct. 16-20	Regular Session		5	5
Oct. 23-27	Regular Session		5	5
Oct. 30-Nov. 3	Regular Session		5	5
Nov. 6-10	Regular Session		5	5
Nov. 13-17	Regular Session		5	5
Nov. 20-22	Regular Session		3	3
Nov. 23-24	Thanksgiving Break		0	0
Nov. 27-Dec. 1	Regular Session		5	5
Dec. 4-8	Regular Session		5	5
Dec. 11-15	Regular Session		5	5
Dec. 18-22	Regular Session		5	5
Dec. 25-29	Winter Break		0	0
Jan. 1	Winter Break		0	0
Jan. 2-5	Regular Session		4	4
Jan. 8-12	Regular Session		5	5
Jan. 15-19	Regular Session		5	5
Jan. 22-26	Regular Session		5	5
Jan. 29-Feb. 2	Regular Session		5	5
Feb. 5-9	Regular Session		5	5
Feb. 12-16	Regular Session		5	5
Feb. 19-23	Regular Session		5	5
Feb. 26-March 1	Regular Session		5	5
March 4-8	Regular Session		5	5
March 11-15	Regular Session		5	5
March 18-22	Regular Session		5	5
March 25-29	Regular Session		5	5
April 1-5	Spring Break		0	0
April 8-12	Regular Session		5	5
April 15-19	Regular Session		5	5
April 22-26	Regular Session		5	5
April 29-May 3	Regular Session		5	5
May 6-10	Regular Session		5	5
May 13-17	Regular Session		5	5
May 20-24	Regular Session		5	5
May 27	Memorial Day		0	0
May 28-31	Regular Session		4	4
June 3-7	Regular Session		5	5
To be scheduled	Parent Teacher Conference; Inservice		0	2
			185	187/188

Calendar Shall not be extended except by mutual agreement by both parties.

ARTICLE XXII
1996-97 CALENDAR

<u>DATE</u>	<u>EVENT SCHEDULED</u>	<u>STUDENT ATTENDANCE</u>	<u>TEACHER ATTENDANCE</u>
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ARTICLE XXII
1997-98 CALENDAR

<u>DATE</u>	<u>EVENT SCHEDULED</u>	<u>STUDENT</u> <u>ATTENDANCE</u>	<u>TEACHER</u> <u>ATTENDANCE</u>
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ARTICLE XXIII
DURATION OF AGREEMENT

This Agreement shall be effective as of August 21, 1995, unless specifically stated elsewhere. Said Agreement shall continue in effect until 11:59 o'clock p.m., August 15, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This contract is all inclusive for the three-year period with no provisions for any contract language opens other than those provided for in the contract.

MASON COUNTY CENTRAL
EDUCATION ASSOCIATION

MASON COUNTY CENTRAL
BOARD OF EDUCATION


Chairman-MCCEA Negotiating Committee

President, Board of Education


President-MCCEA


Secretary, Board of Education


Secretary-MCCEA


Treasurer, Board of Education

Amendment to the Contract:

Both parties agree to commence negotiations for the 1998-99 contract on or before March 1, 1998.

The Mason County Central School District is an equal opportunity employer and does not discriminate on the basis of race, color, creed, national origin, sex, age or handicapping condition (Rehabilitation Act of 1973, Section 504).

APPENDIX A
ARTICLE 11: AGENCY SHOP

11.1 In accordance with the terms of this Article, each bargaining unit member, within 30 days of employment, shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

11.2 Association Members - Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

11.3 Service Fee Payers - Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political/Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

11.4 Non-Payment of Dues or Service Fees - If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

11.5 Payroll Deduction - Upon written authorization by a bargaining unit member or pursuant to Paragraph 11.4, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, not later than twenty (20) days following each deduction.

NOTE: The cite for mandatory payroll deduction by the employer pursuant to a collective bargaining agreement is MCLA 408.477 (available at the Central Business Office)

APPENDIX B

BENEFITS COMPLIANCE PROVISION

THIS APPENDIX IS SUBJECT TO ATTORNEY CONFIRMATION PROVIDED BY
THE MASON COUNTY CENTRAL EDUCATION ASSOCIATION

It is the obligation of the Employer to comply with applicable rules and regulations of the Internal Revenue Code, including Section 89 of the Tax Reform Act of 1986.

To the extent permitted by law, the Employer will administer the benefits provided under the terms of this contract on a tax free basis to members of the bargaining unit. This will include providing a plan through mutual agreement with the Association which meets the qualifications and nondiscrimination standards of Section 89 of the Internal Revenue Code.

This provision shall be interpreted for the benefit of members of the bargaining unit.

No change in the benefits provided in this contract will be made in consideration of the Internal Revenue Code, or otherwise, unless such change is mutually agreed to in writing by the parties to this contract.

APPENDIX C

MASON COUNTY CENTRAL SCHOOLS -- TEACHER PERFORMANCE APPRAISAL

STATEMENT OF PHILOSOPHY

Our success in providing an effective educational program for our students depends upon our ability to maintain a competent and productive staff. Each person plays a role in the overall success of our schools. In order to enhance the contribution of each individual and to assist all individuals in reaching their potential, this performance appraisal has been developed.

This performance appraisal is designed to assess individual accomplishments and establish individual goals for the future.

This appraisal has an overriding objective to bring out the best in people. Setting high goals, assessing results and providing feedback are necessary elements in the pursuit of excellence.

In summary, for each individual this appraisal assesses the past performance and provides direction for the future. We believe this appraisal process will encourage improved performance that is critical to the success of all individuals and the district.

TEACHER _____ BUILDING _____

GRADE/SUBJECT _____ LESSON OBSERVED _____

EVALUATOR _____ EVALUATOR'S POSITION _____

DATE OF OBSERVATION _____ TIME OF OBSERVATION _____

LENGTH OF TIME _____

MASON COUNTY CENTRAL SCHOOLS

I. GUIDE FOR TEACHER PERFORMANCE APPRAISAL

_____ TENURE

_____ PROBATIONARY

A. PURPOSE

1. To improve instruction

- a. By teacher self-appraisal
- b. By supervisor's appraisal of teacher
- c. By teacher/supervisor conference and follow-up

2. To provide the administrative office with a ready, permanent, complete record of the teacher's performance.

B. GUIDELINES FOR APPRAISAL

1. The evaluation procedure and instrument will be reviewed with teachers by their immediate supervisor prior to the first evaluation visit.

2. Supervisor's appraisal based on accumulation of class observations and day-to-day contacts with the teacher.

- a. A minimum of three appraisals of at least 30 consecutive minutes annually for probationary teachers for their first probationary year and a minimum of two appraisals of at least 30 consecutive minutes annually for the remainder of their probationary period.
- b. A minimum of one appraisal of at least 20 consecutive minutes every other year for tenure teachers.

3. Teacher/Supervisor Conference

- a. The appraisal is discussed during the conference.
- b. For effective feedback for instructional improvement, the follow-up conference shall be held within ten work days of the observation.

4. A written copy of the classroom observation summary will be provided the teacher within ten school days of the visitation.

5. Timelines of the Appraisal

- a. PROBATIONARY TEACHER --Two of three appraisals completed by April 1 of the first probationary year; both appraisals completed by April 1 of each succeeding year of probationary status.
- b. TENURED TEACHER -- A minimum of one appraisal every other year by April 1

Teacher's major field(s) _____

Minor field(s) _____

Other areas of certification _____

Comments regarding assignment _____

TEACHER'S PERFORMANCE APPRAISAL

II. DEFINITION OF RATINGS

MEETS OR EXCEEDS
EXPECTATIONS

= A check in this box indicates that the teacher meets or exceeds the expectations in this performance area.

DOES NOT MEET
EXPECTATIONS

= A check in this box affects overall performance and requires a teacher improvement plan. It indicates that prompt action is needed by the teacher to correct the deficiencies as prescribed in the improvement plan.

N/O

= No opportunity to observe

N/A

= Not applicable for this teacher

NOTE: If the appraiser wishes to indicate that a teacher exceeds all expectations in a performance area, it can be noted in the comment section of the performance area.

III. PERFORMANCE AREAS

A list of performance areas is provided. These performance areas are designed to specify areas of proficiency required of teachers. A list of expectations is provided under each performance area to clarify the meaning. Place a check mark only in the appropriate box. Use N/O (No opportunity to observe) or N/A (Not applicable for this teacher) as appropriate.

Comments may be written in the space below the rating columns.

A. INSTRUCTIONAL PROCESS

1.	The teacher provides accurate information and clear concise explanations of materials.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	The teacher speaks and writes in clear and correct language and expresses thoughts in vocabulary appropriate to the grade level and/or the program.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The teacher responds to variations in individual learning levels, interests, and needs by varying the rate of learning, the difficulty of activities and by differentiating instructions and assignments.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.	The selected resources and methods are those which are effective in teaching the objectives.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	The teacher clearly communicates the purpose(s) and goal(s) of the lesson to the students.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The teacher monitors the learning by asking stimulating questions that promote higher level thinking skills.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	The teacher helps students correct errors and misunderstandings to avoid student "lost time."	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	The teacher encourages task-oriented and attentive behavior.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	The teacher opens lessons effectively.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	The teacher closes lessons effectively.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	The teacher uses appropriate techniques to measure performance levels of students.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	The teacher uses monitoring results to adjust the instructional process.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. INSTRUCTIONAL PLANNING/RECORD KEEPING/CLASSROOM MANAGEMENT

1.	The instructional plans reflect appropriate sequence for instruction.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.	There is evidence of adequate daily and long range planning.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3.	The teacher utilizes various state, district, and curricular objectives when appropriate.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.	The teacher performs record keeping and organizational duties where appropriate.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5.	Required forms are completed accurately and are submitted in a timely manner.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6.	The teacher maintains records of individual student progress.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7.	The teacher returns written work to students so they are made aware of their current progress.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8.	The classroom setting is conducive to proper learning environment.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9.	The teacher uses and expects students to use behavior which shows consideration for the rights of others.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10.	The teacher has clearly established classroom rules which are known to the students.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11.	The teacher follows a plan for handling behavior problems, using corrective and appropriate techniques.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12.	The teacher promotes student self-discipline and responsibility.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

13.	The teacher has clearly established classroom procedures and timelines.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. INTERPERSONAL RELATIONS

1.	The teacher demonstrates a concern for all students, regardless of cultural, intellectual or economic status.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.	The teacher is responsive to student requests for help.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	The teacher demonstrates appropriate behavior under stress.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	The teacher uses human relations techniques such as acceptance, praise, listening, and humor when warranted.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	The teacher exhibits a willingness to seek help when needed.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	The teacher maintains rapport with students.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	The teacher conveys high expectations of all students within the school setting.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	The teacher demonstrates effective interpersonal relationships with parents.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	The teacher demonstrates effective interpersonal relationships with administration.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10.	The teacher demonstrates effective interpersonal relationships with other staff members	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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11.	The teacher, where applicable, seeks assistance from, and works cooperatively with, teacher consultants and other resource personnel.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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D. TOTAL SCHOOL PROGRAM RESPONSIBILITY

1.	The teacher is punctual.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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2.	The teacher complies with and enforces legal regulations and building and district policies.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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3.	The teacher maintains a high degree of personal and professional integrity in all school related matters. To include, but not be limited to, ethics, confidentiality, and professionalism.	MEETS OR EXCEEDS EXPECTATIONS	DOES NOT MEET EXPECTATIONS	N/O	N/A
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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IV. FACTORS IN THE PRESENT SCHOOL OR PERSONAL ENVIRONMENT WHICH TEND TO REDUCE TEACHER EFFECTIVENESS (May be completed by teacher or appraiser)

V. APPRAISER COMMENTS (Attach additional sheets if necessary)

VI. TEACHER COMMENTS (Attach additional sheets if necessary)

VII. SPECIFIC PERFORMANCE AREAS WHICH COULD BE IMPROVED (Improvement plan not required.)

VIII. AREAS REQUIRING TEACHER IMPROVEMENT PLAN (if appropriate)

IX. APPRAISER RECOMMENDATION

Special skills or contributions this teacher has made to the school program or to education.

Considering all factors, the work performance of this teacher is:

Satisfactory _____

Unsatisfactory _____

Recommendation for Probationary Teachers

_____ 2nd Year Probation

_____ 3rd Year Probation

_____ 4th Year Probation

_____ Tenure

_____ Other (Explain _____)

Date of Observation Conference _____

SIGNATURES:

DATE: _____

Appriser _____

Position _____

Teacher _____

(My signature indicates that I have received a copy of the appraisal.)

Copies: Teacher
 Superintendent
 Supervisor

LETTER OF COMMENDATION - MASON COUNTY CENTRAL SCHOOLS

RECOGNITION OF MERITORIOUS PERFORMANCE

TEACHER _____ BUILDING _____

DESCRIBE THE SPECIAL PERFORMANCE BEING RECOGNIZED

WHAT IS UNIQUE ABOUT THIS PERFORMANCE?

WHAT EFFECT DID THIS PERFORMANCE HAVE ON THE MASON COUNTY CENTRAL SCHOOL DISTRICT?

APPRAISER _____ DATE _____

SUPERINTENDENT _____

INDIVIDUAL DEVELOPMENT PLAN
(Optional)

I. AREAS TO CONSIDER FOR IMPROVEMENT

II. PROCEDURES AND/OR RESOURCES TO BE USED FOR IMPROVEMENT

III. EXPECTED RESULTS

Date to be achieved _____

IV. APPRAISAL METHOD

Review Dates _____

Teacher _____

Date of Observation _____ Appraiser _____

(Signature)

Date of Conference _____ Teacher _____

(Signature)

REQUIRED IMPROVEMENT PLAN
(A Plan of Assistance)

Employee _____ Building _____

Administrative Supervisor _____

Position _____ Date plan was prepared _____

1. Describe the activity to be improved _____

2. Give the reasons why the improvement is required _____

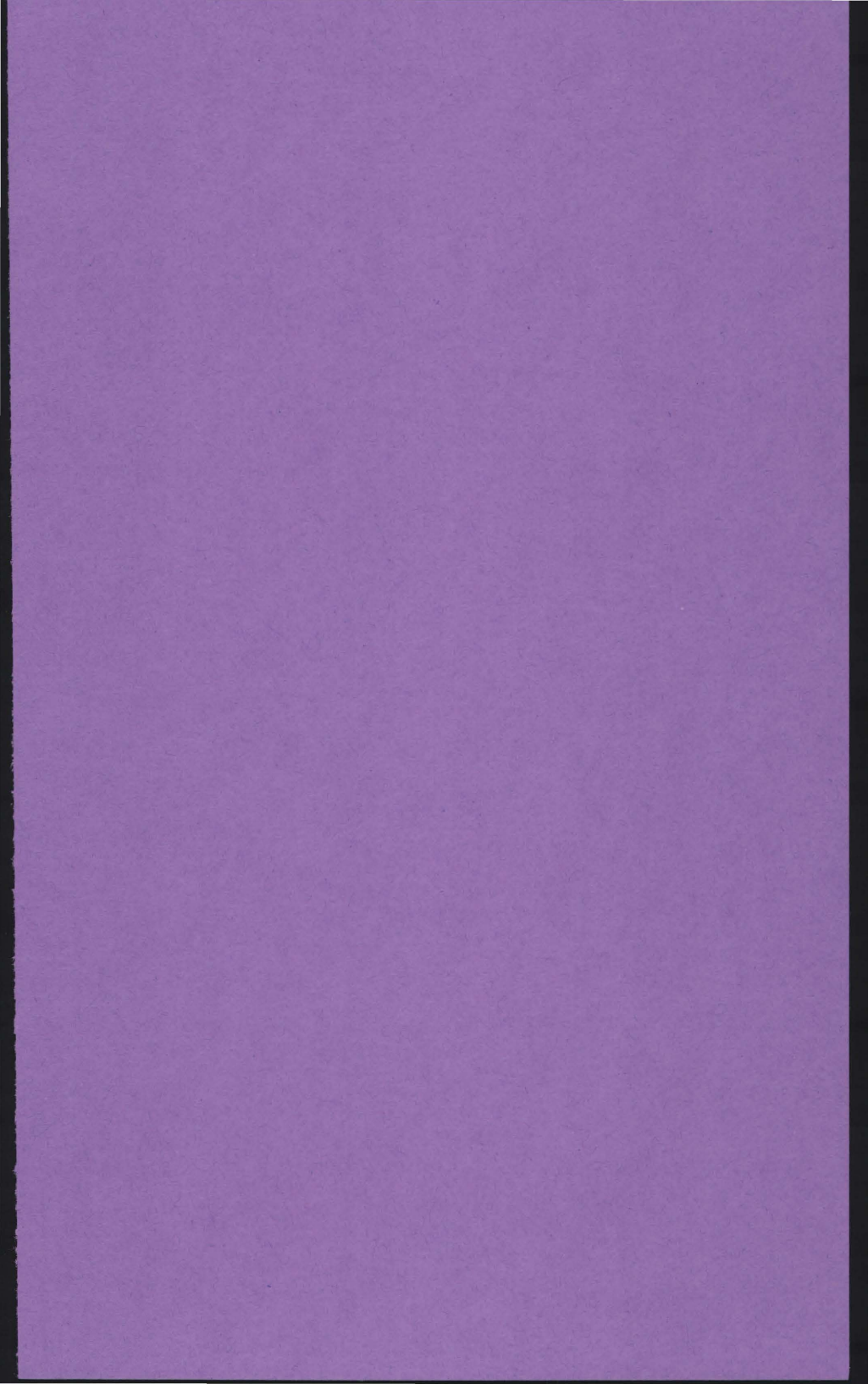
3. Give the specific steps to be taken to correct behavior _____

4. Describe the assistance available from the administrator and/or other resource _____

5. Give the date by which improvement must be shown _____

6. Give criteria for determining adequate progress _____

7. Give final evaluation _____



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed list of items that should be tracked, such as inventory levels, accounts payable, and accounts receivable. It also outlines the procedures for reconciling these accounts and identifying any discrepancies.

The second part of the document focuses on the classification of expenses. It explains how to distinguish between capital expenditures and operating expenses, and how to allocate costs to different departments or projects. This section includes a table with various expense categories and their corresponding accounting treatments. The document also discusses the importance of proper documentation for all expenses, including receipts and invoices, to support the entries in the financial records.

The third part of the document addresses the issue of depreciation and amortization. It provides a clear explanation of how these costs are calculated and recorded over the useful life of an asset. The document includes a table showing the depreciation schedule for different types of assets, such as buildings, equipment, and intangible assets. It also discusses the impact of these calculations on the company's financial performance and tax liability.

The final part of the document covers the preparation of financial statements. It provides a step-by-step guide to calculating the net income, gross profit, and other key financial metrics. The document includes a sample income statement and balance sheet to illustrate the format and content of these statements. It also discusses the importance of reviewing the statements for accuracy and consistency before they are presented to management and external stakeholders.