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# ***MASTER AGREEMENT***

**between the**

**MASON BOARD OF EDUCATION**

**and the**

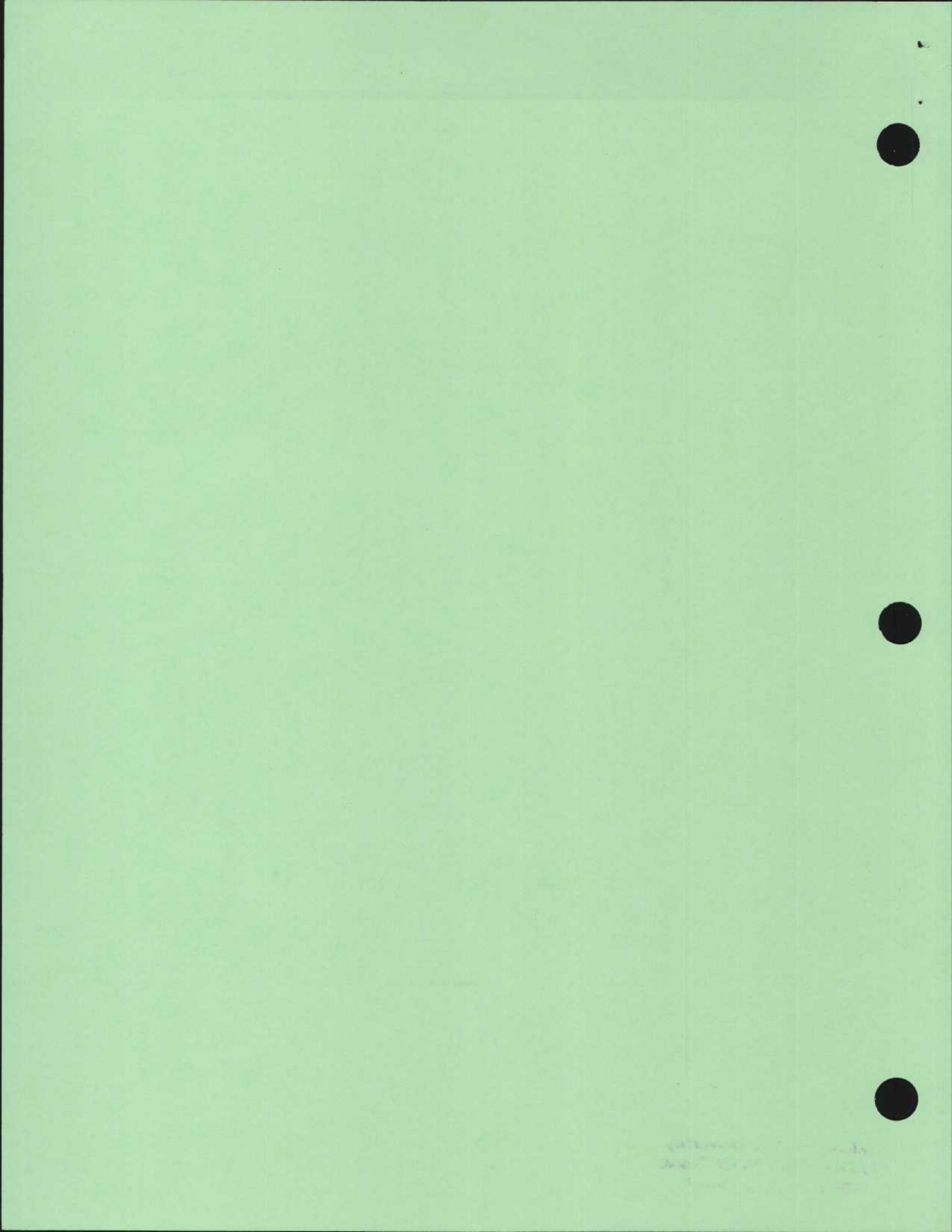
**MASON PUBLIC SCHOOLS**

**and the**

**INGHAM CLINTON EDUCATION  
ASSOCIATION**

**August 16, 1996 - August 15, 1999**

*Mason Public Schools*



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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 I: 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, Athletic Director, 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, and all other employees including substitutes not within the definition of long-term substitutes.
- B. The term "Association" as used in this Agreement shall mean the MDMEA 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 s/he 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. It further agrees upon request of the Association 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 II: 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 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 III: Association Rights and Responsibilities**

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, the Board hereby agrees that every bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 handicap. The private and personal life of any bargaining unit member 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 District inter-school mail service and bargaining unit member mail boxes for communications to bargaining unit members. All such communications will be authorized by the Association.
- J. If the Board and the Association agree to negotiate during the school day, any bargaining unit member so negotiating shall be released from regular duties without loss of pay.
- K. Nine (9) days shall be granted to the Association each year for Association business. Said days will be granted to individual members by the President of the Association

upon prior notification to the building principal. The Association shall reimburse the Board of Education for the cost of a substitute provided one is hired in the bargaining unit member'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 IV: Teacher Rights and Responsibilities**

- A. The Board agrees that the administration will give all necessary assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. Bargaining unit members agree to help supervise students throughout the school building and during assemblies and special programs.
- B. The Board recognizes that a bargaining unit member may use such reasonable force as is necessary to protect himself or any other person from attack.
- C. A bargaining unit member 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 bargaining unit member 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 bargaining unit member in writing as soon as possible concerning the disposition of the matter.
- D. Any case of assault upon a bargaining unit member which had its inception as a school-centered problem shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault and shall render the necessary assistance.
- E. If any bargaining unit member is complained against or sued as a result of any action taken by the bargaining unit member 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 bargaining unit member of his/her rights and obligations.
- F. Time lost by a bargaining unit member in connection with any incident referenced in sections D and E of this Article shall not be charged against the bargaining unit member unless s/he is determined to have been negligent.
- G. Any reasonable complaint as determined by the supervisor, which is directed toward a bargaining unit member by the parent of a student shall be promptly called to the bargaining unit member's attention. If a written complaint is filed, the bargaining unit member shall have the opportunity to respond in writing to such complainant. If the written complaint is subsequently placed in the bargaining unit member's personnel file, s/he will have the right to submit a written response as an attachment to the file copy of said written complaint.



- H. The parties recognize that in unusual circumstances, it is the Board's policy to reimburse bargaining unit members for loss, damage, or destruction of clothing or personal property while on duty.
- I. 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 bargaining unit member reflect adversely upon the profession and create undesirable conditions in the school building. Alleged breaches of conduct shall be promptly reported to the bargaining unit member and the Association. The Association agrees to notify the bargaining unit member of such alleged deficiencies.
- J. A bargaining unit member shall at all times be entitled to have present a representative of the Association when s/he is being 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 bargaining unit member until such representative of the Association is present.
- K. In recognition of progressive discipline, no bargaining unit member 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 bargaining unit member. Upon request of the bargaining unit member, such information shall be provided to the Association Representative.
- L. Bargaining unit members are protected from working under unsafe, unhealthy, or hazardous conditions or performing tasks which endanger their health and safety.
- M. Any warning, reprimand or other document of a disciplinary nature in a bargaining unit member'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 bargaining unit member provided there is concurrence of the immediate supervisor. Should the bargaining unit member and the immediate supervisor disagree, the Superintendent shall make the final determination. Once removed, such documentation shall not thereafter be used against the bargaining unit member.
- N. If the Board receives a Freedom of Information Act request concerning materials contained in a bargaining unit member's personnel file, it will notify the Association and the bargaining unit member prior to, or at the time of fulfilling the request. If requested by the bargaining unit member, the Board will furnish copies of the materials to the bargaining unit member. 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 bargaining unit member is named in the Freedom of Information Act request, then the foregoing shall also apply.

## ARTICLE V: Dues, Fees and Payroll Deductions

- A. Any bargaining unit member 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 not exceed the amount of the Association dues collected from Association members. The bargaining unit member may authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member 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 bargaining unit member'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 bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the bargaining unit member that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member 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 bargaining unit members 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 bargaining unit member by the Association), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. 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 bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- F. Bargaining unit members 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. Bargaining unit members 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 months remaining in the school year.

- G. The Employer shall deduct Association dues and Service Fees from the last payroll in each of ten (10) consecutive months beginning in September. Deductions shall be pro-rated based upon the amount of time the bargaining unit member is contracted to work.
- H. The Association shall notify the Employer of the amount to be payroll deducted for each bargaining unit member 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 bargaining unit members from whom deductions were made.
- J. The Association shall hold the Board harmless for 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 bargaining unit member, the Employer shall deduct from the salary of such bargaining unit member 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 VI: Grievance Procedure**

- A. A grievance shall be defined as an alleged violation of the expressed 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 bargaining unit member.
2. The termination of services or failure to re-employ any bargaining unit member

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 Association shall designate two (2) representatives per building who are members of the bargaining unit to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described, and the Superintendent or his designated representative, to act at Level Two as hereinafter described.
- 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.
- 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 - A bargaining unit member believing himself wronged by an alleged violation of the express provisions of this Agreement shall, within five (5) days of its alleged occurrence or within five (5) days of when the grievant could have reasonably been expected to have knowledge of its occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.
- If no resolution is obtained within three (3) days of the discussion, the bargaining unit member shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.
- F. Level Two - A copy of the written grievance shall be filed with the Superintendent, or his/her designated agent, as specified in Level One with the endorsement or disapproval thereon of the Association.

1. Within five (5) days of receipt of the grievance, the Superintendent, or his/her designated agent, shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance.
  2. Within five (5) days of the discussion, the Superintendent, or his/her designated agent, shall render a decision in writing, transmitting a copy of same to the grievant, the Association President, the principal of the building in which the grievances arose, and place a copy of same in a permanent file in his/her office.
  3. If no decision is rendered within five (5) days of the discussion, or if the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing the grievance, together with the decision of the Superintendent, with the secretary of the Board not less than five (5) days prior to the next regularly scheduled Board meeting.
- G. Level Three - Upon proper application as specified in Level Two, the Board shall allow the bargaining unit member and/or his/her Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing.
1. The Board may hold future hearings thereon, 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.
  2. 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 - Individual bargaining unit members shall not have the right to process a grievance at Level Four.
1. 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, refer the matter to the American Arbitration Association in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, s/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
  2. Neither party may raise a new defense or ground at Level Four that was not previously raised or disclosed at other written levels. Each party shall submit to the other party, not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
  3. The decision of the arbitrator shall be final and conclusive and binding upon bargaining unit members, 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.

4. The powers of the arbitrator are subject to the following limitations:
  - a. S/He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. S/He shall have no power to establish salary scales or to change any salary.
  - c. S/He 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. S/He 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. S/He shall have no power to interpret state or federal law.
  - f. S/He shall not hear any grievance previously barred from the scope of the grievance procedure.
5. 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.
6. No more than one (1) grievance shall be considered by the arbitrator at the same time except upon the written consent of the parties and then only if the grievances are similar in nature.
7. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- I. Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a bargaining unit member 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.
- J. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or a participating Association Representative are to be at their assigned duty stations except as mutually agreed otherwise.

- K. Where no wage 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 VII: Working Conditions

### A. Hours

1. The Association recognizes that each bargaining unit member is expected to be punctual and regular in his/her attendance. In the event bargaining unit members deviate from established hours, the Association encourages principals to take positive action in eliminating such deviation.
2. Bargaining unit members agree to be in their buildings fifteen (15) minutes prior to the beginning of the school day, at their assigned place of duty ten (10) minutes prior to the beginning of the school day, and in the immediate area of their assigned duty stations during passing time prior to the period following lunch and/or preparation periods. Bargaining unit members will leave no earlier than five (5) minutes following the dismissal of school, except with permission from the building principal.
3. All bargaining unit members 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, bargaining unit members assigned to the K-5 levels shall be entitled to a twenty-five (25) minute planning period which is contiguous to the lunch period.

4. Classroom teachers in grades K-5 shall be provided an average of 225 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. For purposes of calculating the foregoing, time bargaining unit members spend on recess supervision (which is normally rotated) shall not be included in the weekly average. Averaging of the released preparation/conference time shall not exceed a normal two (2) week period.
5. 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:





9. Bargaining unit members 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.
10. Any bargaining unit member 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 Driver Education. 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 bargaining unit members and the building principal.
  - b. A copy of the regulations will be provided to each bargaining unit member 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 s/he will notify the consultant prior to the lunch period.
11. Bargaining unit members shall supervise recess periods on a rotation basis. The ratio of classrooms to bargaining unit members shall be no more than two (2) classrooms per bargaining unit member except as otherwise approved by the building principal and the Superintendent.
12. Any bargaining unit member at the elementary level 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.
13. 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 on August 21 and 22, 1997, and August 20 and 21, 1998, or during Mason's summer institute in either year.
14. The instructional hours for the term of this Agreement are appended hereto in Letters of Agreement.

**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 maxima:

1. Elementary: Kindergarten ..... 26  
 Grades 1-2 ..... 26  
 Grades 3-6 ..... 28

Split Sections ..... 24  
 Special Education ..... 15

Transitional 1st grade ..... 15-18 students  
 Pre-Kindergarten ..... 16-18 students

- a. Class loads will be adjusted and/or aides assigned as appropriate within ten (10) working days of the Fourth Friday count and the beginning day of each successive marking period thereafter for grades K-5. For 6th grade, the count dates will be the Fourth Friday and the beginning day of the 2nd, 3rd and 4th marking periods.
- b. Physical Education, music, and other specialized classes shall not be governed by the above class sizes.
- 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.

2. Secondary:

Technology Education.....	24
Speech.....	24
Art .....	28
Accounting .....	28
English .....	28
Homemaking	
(Middle School - Lab. 24) .....	28
Language .....	28
Life Management	
(Nutrition High School - Lab. 24)	28
Composition .....	24
Mathematics.....	28
Introduction to Computers .....	Not to exceed 28
	Limited to one student per computer
7th & 8th Grade Computer Ed....	Not to exceed 28
	Limited to one student per computer
Science .....	28
History .....	28
Social Studies .....	28
Drafting .....	Limited to number of teaching stations
Physical Education.....	40
Study Hall.....	Not to exceed 40
	Limited to number of seats
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 maxima by no more than four (4) students in not more than one-half of the teacher's assigned classes. If daily load is

at the maximum, individual class size may exceed class size maxima by no more than two (2) students.

Example: Below daily load based on 24 maximum class size  
 $28 + 28 + 20 + 21 + 22 = 119$

Example: At maximum daily load based on 24 maximum class size  
 $24 + 26 + 26 + 20 + 24 = 120$

- c. Section b. above shall not apply to those classes which are designated as limited to the number of teaching stations.
3. Weighting students with special needs shall be considered in making class assignments.

Should a teacher feel that s/he has been assigned an imbalance of students with special needs, s/he 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, s/he 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 maxima are exceeded in any class in the elementary grades, an aide will be assigned to that class on the following basis:
- a. Where the overload is fewer than three (3) students, an aide will be provided for up to one-half of each school day for each classroom exceeding the specified maxima, if the teacher so desires.
- b. Where the overload is three (3) students or more, an aide will be provided for the entire school day for each classroom exceeding the specified maxima, if the teacher so desires.
- c. No class in elementary grades K through 6 shall be exceeded by more than six (6) students above the maxima herein before specified until all classes at that grade level in that building are equalized. Other specialized classes shall be exempt from the foregoing.

- 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 Committee (IEPC). It is further acknowledge 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: EMI, SMI, SXI, TMI and AI and the medically fragile.
  - b. The committee process will be ad hoc and composed of three (3) teachers and two (2) administrators, all of whom will be selected in accordance with the respective parties' procedures. At least one (1) of the teachers will be a special education teacher.
  - c. The Committee shall convene upon written request of a general education teacher who is seeking assistance in resolving problem(s) related to a mainstreamed student in his/her classroom. The Committee shall convene within five (5) work days of receipt of the teacher's request.
  - d. The teacher's request will provide evidence that s/he has reasonably exhausted avenues of available assistance and guidance from special education staff and his/her building principal. Additionally, the teacher will provide a written description of the problem(s) and propose solution(s) for the Committee's consideration.
  - e. After its review, the Committee may issue a written recommendation in response to the teacher's request for assistance. The written recommendation of the Committee will be submitted to the Director of Special Education for review and consideration.
  - f. The Director of Special Education will submit his/her recommendations in writing following a review of the teacher's request and Committee's recommendation. A copy of the recommendation will be forwarded to the teacher and Committee members within five (5) work days of receipt of the Committee's recommendation.
2. The student's special education teacher will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of said students and addressing other appropriate issues as same may arise.

With respect to EMI, SMI, SXI, TMI and AI special education students, the special education teacher will have the responsibility for contacting the general education teacher(s) prior to the student entering the regular education classroom(s).

3. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SMI, SXI, TMI, AI, and the medically fragile), the teacher shall not be expected to perform

routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g. tracheotomy, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and to attend to the educational needs of the student while in the teacher's class.

4. The administration will make a reasonable attempt to provide for a substitute in the absence of the regularly assigned special education aide.

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 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.
3. The Administration will be responsible for printing student names, addresses, and birthdates 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. Bargaining unit members 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, School Psychologists, Elementary Librarians and the Athletic Director. Except for good cause a bargaining unit member 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 typing, duplicating, stencil, mimeograph 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 bargaining unit members throughout the school system for school business and emergency personal use. Bargaining unit members 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 VIII: 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.
  1. When weather conditions, mechanical malfunctions and/or other emergencies close schools to students, bargaining unit members shall not be required to report for work.
    - a. When school is closed for the above reasons, bargaining unit members will be notified by radio or telephone.
    - b. Effective with the 1985-86 school year, emergency school closings will be considered as days not worked and therefore, not paid. Said days will be rescheduled to provide 178 days of student instruction. Bargaining unit members will be expected to report for work on said rescheduled days at their regular rate of pay.
    - c. A bargaining unit member who is on paid leave when school is closed for the above reasons shall suffer neither loss of salary nor loss of leave time.
  2. Should the State Aid Act be amended during the term of this Agreement to permit "Act of God" days to be counted as days of student instruction without rescheduling same, bargaining unit members shall not be required to report for work and shall not suffer loss of salary. Other amendments to the State Aid Act during the term of this Agreement which modify make-up time will be subject to the provisions of Article XXI, section D of this Agreement.

3. 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.
- B. In instances where schools are closed because of severe inclement weather or acts of God, bargaining unit members shall not be required to report for work.

#### **ARTICLE IX: School Improvement, Inservice and Professional Development**

- A. The composition of the building School Improvement Team shall include administration, community members/parents, students where appropriate, support personnel and staff who shall be the largest group represented on the School Improvement Team.
- B. For those bargaining unit members 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 hours 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.
- C. Participation on legally mandated committees shall be voluntary unless sufficient volunteers are not available.
- D. Each bargaining unit member is encouraged to improve professionally. Inservice programs will be provided cooperatively by the administration, Board and staff. It is suggested that inservice be offered in part, on school time.
- E. All bargaining unit members shall be expected to participate in inservice programs formulated with the cooperation of the Board, the administration and the bargaining unit members, unless excused for a period of time because of illness or some other unavoidable cause. Any determination of failure to meet professional improvement requirements, as charged, shall be subject to review.
- F. The Board and the Association recognize the need for professional improvement, and, therefore, encourage bargaining unit members to enroll in college or university courses related to their instructional responsibilities.
- G. The Board agrees to reimburse any bargaining unit member, who has completed one (1) year of service to the Mason Public Schools, for one-half (1/2) of the costs incurred for tuition, books and supplies associated with such course work. Said reimbursement will be contingent upon the Superintendent's decision as to whether the course is related to the bargaining unit member's instructional responsibilities. Credits earned in this manner may not be used toward the completion of certification requirements; nor can any one (1) bargaining unit member receive reimbursement for more than four (4) semester hours or six (6) term hours during any one school year, July 1 - June 30.
- H. Upon application, the Board may provide the necessary funds for bargaining unit

members 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 bargaining unit member attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

- I. 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 address such matters as it may determine.
- J. 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 bargaining unit members desiring to attend shall be allowed to do so.

#### **ARTICLE X: Evaluation**

- A. It shall be the administration's responsibility to evaluate performance. Evaluations shall be conducted by the bargaining unit member's immediate supervisor or an administrator working in the same building or an administrator who is otherwise familiar with the bargaining unit member's work.

The evaluation form set forth in Appendix E 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 bargaining unit member and promote the improvement of instruction. The evaluation of a bargaining unit member's performance will be based only upon valid criteria.
- C. Formal monitoring or observation of the work of a bargaining unit member shall be conducted openly and in the classroom with full knowledge of the bargaining unit member. Formal monitoring in any other manner shall be done only with the consent of the bargaining unit member. Each observation shall be for a period of thirty (30) consecutive minutes.
- D. The appropriate administrator shall provide the probationary bargaining unit member with an Individualized Development Plan either at the beginning of the school year or within six (6) weeks of initial employment, whichever is applicable. Said Plan shall be based upon the Evaluation Report at Appendix E and shall be developed in consultation with the bargaining unit member.
  - 1. The initial observation of the first year probationary teacher shall be conducted within the first six (6) weeks of school.
  - 2. First and second year probationary bargaining unit members shall be evaluated



in writing at least once in each semester.

3. Third and fourth year probationary bargaining unit members shall be evaluated in writing at least once in each school year.
  4. Probationary bargaining unit members shall receive an annual, year-end evaluation in writing. 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 bargaining unit member's progress toward meeting the goals of the Individualized Development Plan.
  5. All required probationary evaluations shall be completed by March 30.
  6. 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 at least once in each three (3) year period. All evaluations of tenured teachers shall be completed by April 30 in the evaluation year.
- F. A copy of the written evaluation shall be made available to the teacher at least 24 hours prior to the personal interview which shall take place within two (2) weeks after the observation or observations, if in a series. During the interview, the teacher and administrator shall review the evaluation and content of the observation(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 shall be implemented to improve the bargaining unit member's performance.
  2. Said Plan shall be developed in consultation with the bargaining unit member.
  3. The plan shall be based upon the Evaluation Report at Appendix E and at least two (2) classroom observations.
  4. Evaluations pursuant to an Individualized Development Plan shall include an assessment of the bargaining unit member'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 bargaining unit member's work performance lacking, the reason(s) therefore shall be set forth in specific terms as shall an identification of the ways in which s/he 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 bargaining unit member disagree with the content of a written evaluation, s/he 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 bargaining unit member's signature on a written evaluation shall not be interpreted to mean that s/he necessarily agrees with its content, but shall be interpreted to mean that s/he 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 at Appendix E and are attached to and incorporated into this Agreement.
- K. In lieu of the traditional evaluation, a tenured bargaining unit member and his/her supervisor may mutually agree to enter into the Professional Growth Agreement set forth at Appendix E.2.
- L. 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) work days of receipt of written notice of discharge.
- M. 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 XI: Qualifications and Assignments**

- A. For purposes of this Agreement including layoff and recall, no bargaining unit member will be assigned to a position for which s/he is not both certified and qualified. (Teacher interns are excepted.)
  - 1. In grades K-6, 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, qualified shall be defined as a major or minor in the subject area to which assigned. In lieu of a minor, a bargaining unit member shall be considered qualified if s/he shall have had one (1) year of successful certified teaching experience in the subject area to be taught in a school district accredited by the State of Michigan. Bargaining unit members in counseling, library science and special education shall hold special certification or a special endorsement.

3. In grades 9-12, qualified shall be defined as possessing secondary certification and a major or minor in the subject areas to which assigned.
- B. Upon the written request of the bargaining unit member and approval by the Superintendent, the Board will pay for the needed training, course work, workshops, etc. for bargaining unit members assigned to teach in areas where they have no previous training or classroom experience.
  - C. All bargaining unit members shall be given the opportunity to review their assignment for the following year before the close of the present school year. Bargaining unit members 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 bargaining unit member. Preference in making extra-duty assignments as set forth in Appendix B will be given to tenured bargaining unit members regularly employed in the District.

#### **ARTICLE XII: Special and Student Teaching Assignments**

- A. Assignments to driver education and summer school programs will be made by the Board with first consideration given to tenured bargaining unit members who possess a permanent teaching certificate and who are regularly employed in the District during the school year, provided, that state and federal regulations are met.
- B. Bargaining unit members 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 administered jointly by a committee composed of administrators and bargaining unit members. The Superintendent shall appoint his representative(s) and the Association Executive Committee shall appoint its representative(s). Said remuneration may be used for inservice training programs, released time, and classroom materials and equipment and such other programs as may be determined by the committee.

#### **ARTICLE XIII: 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 bargaining unit members electing job sharing

positions are not eligible for unemployment compensation.

1. The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit members sharing one (1) full time position.
  - a. Agreement to share a full time job assignment shall commit the bargaining unit member(s) for not more than one (1) year and shall expire with the last workday of each school year.
  - b. The bargaining unit member(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 XV, section A.1.
  - c. While involved bargaining unit member(s) may choose the assignment to be shared, it is expressly understood that upon dissolution of the shared assignment, the less senior bargaining unit member shall be considered displaced unless by prior written agreement, the more senior teacher agrees to be displaced.
  - d. The junior bargaining unit member shall have the right to displace the bargaining unit member 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 bargaining unit member.
  - e. Should the displaced bargaining unit member not possess the necessary seniority and certification to effect paragraph d above, s/he 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 bargaining unit members involved and presented to the Superintendent and the Association prior to May 1.
3. In order to establish a shared job assignment, the bargaining unit member 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) inservice 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 bargaining unit members, the principal, and Superintendent after completion of such plans.
  5. Whenever possible, bargaining unit members in a shared job assignment shall substitute in the other's absence at the established substitute rate.
  6. Bargaining unit members in a shared job assignment shall accrue seniority and salary schedule credit as if employed full time. Bargaining unit members working only one (1) semester in a job sharing assignment will have seniority accrual only through the semester worked.
  7. Bargaining unit members 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 XVII of the Master Agreement. Bargaining unit members 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 XIV: Mentor Teacher**

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the School Code and State Administrative Rules and Regulations.
- B. Each bargaining unit member 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.
- D. Upon request, the Administration may provide release time so the Mentor may work with the Mentee in his/her assignment during the regular work day. Where possible, 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 for each mentee.

#### **ARTICLE XV: 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 bargaining unit member with an outstanding right to return to the position for a full year. It is understood that during a reduction in personnel, both voluntary and involuntary transfers may occur prior to the posting of vacancies.
1. Vacancies shall be posted for a period of ten (10) 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 bargaining unit members to fill vacancies created by leaves of absence which are less than one (1) full school year.
  5. Bargaining unit members 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 weight 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.
- 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. Bargaining unit members desiring to transfer for the next school year shall file a written request with the Superintendent prior to May 1. A request for transfer, once submitted shall remain in force for one (1) year. The forms for transfer will be provided by the Employer upon request.
- D. An involuntary transfer of a bargaining unit member to a different building at the elementary level, or an involuntary transfer of a bargaining unit member to a grade level or department assignment where substantially different preparation is required, shall entitle the bargaining unit member 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 work days prior to the commencement of the new assignment. In addition, maintenance services shall be provided to move any equipment and/or supplies required in the new assignment.
1. Bargaining unit members 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 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: Bargaining unit members 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 bargaining unit member 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.
- E. Involuntary transfers shall not be used as means of disciplining a bargaining unit member. If a bargaining unit member is involuntarily transferred, s/he shall be provided with the reasons therefore in writing upon his/her written request.
- F. Any bargaining unit member 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 s/he may have had under this Agreement prior to such transfer.
- G. 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 XVI: Seniority, Staff Reduction and Recall**

- A. "Seniority" shall be defined as the number of years of teaching and administrative experience within the District from the last date of hire. All bargaining unit members accrue seniority from the last date of hire.
  1. Seniority shall continue to accrue for paid leaves of absence.
  2. Credit given for outside experience in school districts shall not be considered for the purpose of accumulating seniority.



3. A bargaining unit member who is employed less than full time shall accrue seniority as if s/he were employed full time.
  4. "Last date of hire" shall be defined as the date upon which the bargaining unit member 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 majors and minors. Administrators will be included on the seniority list. Ties in seniority will be broken at the time of layoff in accordance with the following criteria and in the order listed:
    - a. Experience in the subject in the last 10 years (7-12)
    - b. Total teaching experience.
    - c. Extra duty assignment.
    - d. Service on District committee(s).
    - e. Advance degrees held.
    - f. Hours acquired beyond degrees.
    - g. Residence in the community.
- 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 bargaining unit members 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 qualifications.
1. "Certification" shall be as defined in Article XI.
  2. "Qualification" shall be as defined in Article XI.
- 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 bargaining unit members will be laid off first provided there is a more senior bargaining unit member who is certified and qualified to perform the services of the probationary bargaining unit member.
  2. In the event it is necessary to lay off senior bargaining unit members, layoff will be on the basis of seniority and certification. 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 bargaining unit member 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 bargaining unit members 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. Bargaining unit members 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 bargaining unit members shall remain on the same salary step.
  4. No new teachers shall be employed by the Board while there are bargaining unit members of the District who are on the recall list unless there are no laid off bargaining unit members who are certified and 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 bargaining unit members 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.
- H. The Notice of Recall shall be by certified, return receipt mail. A bargaining unit member 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 bargaining unit member to remain on the recall list.
- I. It shall be the responsibility of each bargaining unit member to notify the Board of any change of address and any change of status as it relates to being considered for recall.
- J. The bargaining unit member 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 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 bargaining unit member shall retain the right to recall.
- K. Probationary bargaining unit members will remain on the layoff list for a period of two (2) years from the effective date of the layoff.

## ARTICLE XVII: Leaves of Absence

- A. Twelve (12) days of leave with pay for bargaining unit members to use for sickness, death, injury or serious illness in the immediate family or business will be granted to each bargaining unit member at the beginning of the school year and shall accumulate from year to year without limit.
1. In the event the bargaining unit member does not serve the entire school year, his leave days will be pro-rated in accordance with his service.
  2. Part-time bargaining unit members 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 bargaining unit member shall contribute one-half (1/2) day of his sick leave to a common bank to be administered by the Association.
1. Bargaining unit members 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 bargaining unit member's immediate family.
1. The term "immediate family" shall include the bargaining unit member's spouse, children, parents, parent-in-law, and siblings, or persons with whom the bargaining unit member has close emotional ties.
  2. If, at the beginning of any school year, a bargaining unit member is ill and unable to resume his duties and such bargaining unit member has unused accumulated sick leave days, s/he will be allowed to use such previously accumulated sick leave days while s/he remains ill and unable to work, provided he is not otherwise employed and is not of retirement age. The bargaining unit member shall not accumulate any further sick leave until s/he 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 bargaining unit member's absence. In order to qualify for pay, the bargaining unit member 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.

D. If at the close of the preceding school year, a bargaining unit member shall not have used more than two (2) sick leave days (including personal business days) and shall have accumulated thirty (30) sick leave days, then, in the following year, the bargaining unit member shall be entitled to one (1) "earned day" to be taken at the bargaining unit member's discretion.

1. The bargaining unit member intending to use an "earned day" shall notify the building principal at least one (1) work day 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.

E. At the beginning of every school year, each bargaining unit member shall be credited with two (2) 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 bargaining unit member shall notify his principal, in writing, at least one (1) day in advance, except in case of emergency. Should the principal not approve the request, the bargaining unit member 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. Except in case of an emergency, a personal day is not to be used the first or last day of student instruction in a school semester or year or on a day immediately preceding or immediately following a vacation or holiday.
4. Bargaining unit members need not state the reason for the personal day at the time of application. Any bargaining unit member feeling that reimbursement for a personal day has been wrongfully withheld shall have the burden of proving same.
5. The Superintendent, in his sole discretion, may grant more than two (2) personal business days in a school year. Bargaining unit members 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.

F. Any bargaining unit member 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 bargaining unit member is subpoenaed to appear in court for a dispute in which s/he is not a party, or if the bargaining unit member must report for an armed forces physical, s/he 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.
- H. Bargaining unit members 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 bargaining unit members 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 bargaining unit member 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 bargaining unit member 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 bargaining unit members on sabbatical leave shall not exceed one percent (1%) or two (2) members of the staff, whichever is greater.
  4. When the bargaining unit member receives notification of Board approval of the leave, the bargaining unit member 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 bargaining unit member during the leave period.
  5. Upon return from a sabbatical leave, a bargaining unit member will be placed on the appropriate step of the salary schedule as though s/he 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 bargaining unit member's written request and the Superintendent's recommendation, a leave of absence without pay may be granted to a bargaining unit member for the following enumerated reasons. 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 bargaining unit member whose personal illness or disability extends beyond the period compensated in Section A of this Article may 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 bargaining unit member 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 bargaining unit member may make written application to the Superintendent for reinstatement prior to the expiration of the leave period. In case of still birth 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 bargaining unit member 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 bargaining unit member adopting a child. Such leave shall be renewed at the discretion of the Board. The bargaining unit member returning to the employ of the Mason Public Schools under the provisions of this Section shall retain all of the experience credit s/he 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 bargaining unit member for the purpose of caring for the bargaining unit member'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 bargaining unit member may take one (1) day off without pay at the convenience of the job. Business day guidelines will apply.
8. Bargaining unit members 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.

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 bargaining unit members 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 bargaining unit members 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 bargaining unit member had continued in employment during the leave period.
  - b. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member 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 bargaining unit member did not return to work due to circumstances beyond his/her control.
2. A bargaining unit member 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 bargaining unit member, or of the bargaining unit member'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 bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the duties of his/her employment. The Board may require that the bargaining unit member obtain subsequent recertification 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 bargaining unit member, whose opinion shall be final and binding.
  5. A bargaining unit member, 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 bargaining unit member 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 Personnel and Finance.
- L. Unless otherwise specified, a leave of absence when granted by the Board of Education shall:
1. Entitle the bargaining unit member to return to the same position if the same shall still exist or if not to an equivalent position for which s/he is certified and qualified provided the leave is for one (1) year or less. The bargaining unit member 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 bargaining unit member to employment in a position for which s/he 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 bargaining unit member to re-employment. The bargaining unit member shall lose his right to re-employment when the Employer offers equivalent employment hours and the bargaining unit member refuses same.

A bargaining unit member 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 bargaining unit member to accrue sick leave.
5. Not entitle the bargaining unit member to advancement on the salary schedule for the leave period except in cases of military leave.

#### **ARTICLE XVIII: 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 XIX: Compensation and Retirement**

- A. The salaries of bargaining unit members are set forth in Appendix A which is attached hereto and made a part of this Agreement.
- B. All newly employed bargaining unit members shall be granted up to six (6) years of credit for experience acquired outside the District (full years only). The Board may, at its sole discretion, grant credit for all outside experience.
- C. Compensation for the annually assigned extra-duty positions are set forth in Appendix B which is attached hereto and incorporated into this Agreement.
- D. In recognition of service to the District, each bargaining unit member, upon retirement from the Mason Public Schools and under the Michigan Retirement Law, shall be paid a terminal leave payment of .75% of salary for each year of service to the District, provided the bargaining unit member 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.
- E. 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.

- F. If by mutual consent, a bargaining unit member shall teach one more teaching period than the normal teaching load as set forth at Article VII, s/he shall receive an additional one-fifth (1/5) 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.
- G. Bargaining unit members will not be expected to substitute in the absence of another bargaining unit member's absence except in cases of emergency. Should a bargaining unit member substitute in the absence of another bargaining unit member during his/her preparation/conference period, s/he will be compensated at the driver training instructors' hourly rate set forth at Appendix B.

## **ARTICLE XX: Insurance Benefits**

- A. The Board shall provide without cost to all full-time bargaining unit members a MESSA PAK for a full twelve (12) month period. Bargaining unit members who do not elect MESSA PAK Plan A will select MESSA PAK Plan B.
  - 1. Plan A
    - Super Care 1 Health Insurance
    - Delta Dental Plan 80/80/80; \$800
    - \$25,000 Life Insurance with AD&D
    - Vision Care, VSP-2
  - 2. Plan B
    - Single subscriber premium for Super Care 1 to be received in cash
    - Delta Dental Plan 80/80/80; \$800
    - \$30,000 Life Insurance with AD&D
    - Vision Care, VSP-2
    - a. The cash amount may be applied toward any of the MESSA variable health options;
    - b. and/or it may be applied toward a Board approved annuity.
- B. Bargaining unit members who work half-time or more shall receive a pro-rated portion of the full health insurance premium or the cash equivalent of same. The amount to which the bargaining unit member is entitled shall be determined by dividing the total number of minutes that the part-time bargaining unit member is expected to be on-site by the total number of minutes that the full-time bargaining unit member is expected to be on-site.

All bargaining unit members who work less than full time shall receive the insurances below without cost to the bargaining unit member for a full twelve (12) month period.

Delta Dental Plan 80/80/80; \$800  
\$30,000 Life Insurance with AD&D  
Vision Care, VSP-2

- C. Effective with the 1997-98 school year, the Board will pay the increase in the health insurance premium for Plan A participants up to a maximum of five percent (5%) over the premium amount in effect at the beginning of the 1996-97 school year. Any increase beyond the five percent (5%) shall be borne by the bargaining unit members through a salary reduction agreement with the Employer.
- D. Modification of the provisions of Section C of this Article are subject to the implementation of the Insurance Committee's study/recommendations for the 1998-99 school year.
- E. A bargaining unit member 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 s/he remits the premium amount(s) and the service fee equal to that permitted under COBRA in advance of same being due.
- F. 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. The cost for fulfilling future reporting requirements shall be borne by the bargaining unit member.

#### **ARTICLE XXI: Miscellaneous 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 bargaining unit members 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 acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings, and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- F. Bargaining unit members are encouraged to become residents of the community upon employment with the District.
- G. 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 bargaining unit member or group of bargaining unit members.

**ARTICLE XXII: Duration of Agreement**

This Agreement shall be effective as of August 16, 1996, and shall continue in effect until August 15, 1999. This Agreement shall not be extended orally or modified orally but may be extended upon written mutual agreement and attached to this Agreement.

BOARD OF EDUCATION  
OF MASON PUBLIC SCHOOLS

INGHAM CLINTON EDUCATION  
ASSOCIATION - MEA/NEA

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

**APPENDIX A.1: Salary Schedule 1996-97**

	BA	BA+24 (1)	MA BA + 36 (2)	MA + 10 (3) MA + 24 (4) BA + 52 (3)
0	\$27,362	\$28,186	\$29,336	\$31,471
1	28,186	29,281	30,513	32,564
2	29,281	30,378	31,617	33,658
3	31,196	32,290	33,544	35,579
4	33,114	34,209	35,462	37,496
5	35,022	36,123	37,390	39,405
6	36,664	38,039	39,316	41,326
7		39,954	41,245	43,236
8		41,876	43,180	45,156
9		43,786	45,091	47,071
10		46,074	47,017	48,988
11			49,169	51,145

**\*Longevity Years**

12	\$37,031	\$46,535	\$49,661	\$51,656
16	37,397	46,995	50,152	52,168
20	37,764	47,456	50,644	52,679
24	38,131	47,917	51,136	53,191

**\*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.

- \* Must be on an approved program and accepted by an accredited college or university in writing; or courses must be related to his/her instructional responsibilities.
  - \* 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 bargaining unit member has earned and claimed prior to October 1 in any school year.
  - \* Semester yours (to calculate multiply terms hours by .67).
  - \* 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.
- (1) BA plus 24 semester or 36 term hours.
  - (2) BA plus 36 semester or 54 term hours or MA.
  - (3) BA plus 52 semester or 78 terms hours; or MA plus 10 semester or 15 term hours; or a 60 term credit MA; or a 45 semester hours MA.
  - (4) BA plus 60 semester or 90 term hours; or MA plus 30 semester or 45 term hours; or two (2) MA degrees.

**APPENDIX A.2: Salary Schedule 1997-98**

	BA	BA+24 (1)	MA BA + 36 (2)	MA + 10 (3) MA + 24 (4) BA + 52 (3)
0	\$27,909	\$28,750	\$29,923	\$32,100
1	28,750	29,867	31,123	33,215
2	29,867	30,986	32,249	34,331
3	31,820	32,936	34,215	36,291
4	33,777	34,893	36,171	38,246
5	35,722	36,845	38,138	40,193
6	37,397	38,800	40,102	42,153
7		40,753	42,070	44,101
8		42,714	44,044	46,059
9		44,662	45,993	48,012
10		46,995	47,957	49,968
11			50,152	52,168

**\*Longevity Years**

12	\$37,771	\$47,465	\$50,654	\$52,690
16	38,145	47,935	51,155	53,211
20	38,519	48,405	51,657	53,733
24	38,893	48,875	52,158	54,255

**\*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.

- \* Must be on an approved program and accepted by an accredited college or university in writing; or courses must be related to his/her instructional responsibilities.
  - \* 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 bargaining unit member has earned and claimed prior to October 1 in any school year.
  - \* Semester yours (to calculate multiply terms hours by .67).
  - \* 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.
- (1) BA plus 24 semester or 36 term hours.
  - (2) BA plus 36 semester or 54 term hours or MA.
  - (3) BA plus 52 semester or 78 terms hours; or MA plus 10 semester or 15 term hours; or a 60 term credit MA; or a 45 semester hours MA.
  - (4) BA plus 60 semester or 90 term hours; or MA plus 30 semester or 45 term hours; or two (2) MA degrees.

**APPENDIX A.3: Salary Schedule 1998-99**

	BA	BA+24 (1)	MA BA + 36 (2)	MA + 10 (3) MA + 24 (4) BA + 52 (3)
0	\$28,467	\$29,325	\$30,521	\$32,742
1	29,325	30,464	31,745	33,879
2	30,464	31,606	32,894	35,018
3	32,456	33,595	34,899	37,017
4	34,452	35,591	36,894	39,011
5	36,436	37,582	38,901	40,997
6	38,145	39,576	40,904	42,996
7		41,568	42,911	44,983
8		43,568	44,925	46,980
9		45,555	46,913	48,972
10		47,935	48,916	50,967
11			51,155	53,211

**\*Longevity Years**

12	\$38,526	\$48,414	\$51,667	\$53,743
16	38,908	48,894	52,178	54,275
20	39,289	49,373	52,690	54,807
24	39,671	49,852	53,201	55,339

**\*Longevity Calculations**

12.....1% of salary for having 12 years of seniority. *The foregoing salary schedule amounts are subject to the recommendations of the committee on a formula and as ratified by the parties or two percent (2%).*  
 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.

- \* Must be on an approved program and accepted by an accredited college or university in writing; or courses must be related to his/her instructional responsibilities.
  - \* 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 bargaining unit member has earned and claimed prior to October 1 in any school year.
  - \* Semester yours (to calculate multiply terms hours by .67).
  - \* 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.
- (1) BA plus 24 semester or 36 term hours.
  - (2) BA plus 36 semester or 54 term hours or MA.
  - (3) BA plus 52 semester or 78 terms hours; or MA plus 10 semester or 15 term hours; or a 60 term credit MA; or a 45 semester hours MA.
  - (4) BA plus 60 semester or 90 term hours; or MA plus 30 semester or 45 term hours; or two (2) MA degrees.



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

FALL	Athletic Director.....	12	
	Varsity Football.....	12	
	Assistant Varsity Football.....	8	
	J.V. Football.....	8	
	Assistant J.V. Football.....	6	
	9th Grade Football.....	7	
	Assistant 9th Grade Football.....	6	
	Varsity Basketball (Girls).....	12	
	J.V. Basketball (Girls).....	8	
	9th Grade Basketball (Girls).....	7	
	Middle School Basketball (Girls).....	5	
	Varsity Cheerleading.....	6	
	J.V. Cheerleading.....	4	
	9th 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	
	9th Grade Soccer.....	6	
	Swimming (Girls).....	10	
	Tennis (Girls).....	7	
	J.V. Tennis (Girls).....	5	
	WINTER	Varsity Basketball (Boys).....	12
		J.V. Basketball (Boys).....	8
9th Grade Basketball (Boys).....		7	
Middle School Basketball (per coach, Boys).....		5	
Varsity Cheerleading.....		6	
J.V. Cheerleading.....		4	
9th 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	
9th Grade Volleyball.....	6		
8th Grade Volleyball.....	5		
7th Grade Volleyball.....	5		

SPRING	Varsity Track (Boys & Girls) .....	8
	Assistant Track (Boys & Girls) .....	5
	Middle School Track (Boys & Girls) .....	4
	Assistant Middle School Track (Boys & Girls) .....	3
	Varsity Baseball .....	9
	J.V. Baseball .....	6
	9th Grade Baseball .....	6
	Varsity Tennis (Boys) .....	7
	J.V. Tennis (Boys) .....	5
	Varsity Softball .....	9
	J.V. Softball .....	6
	9th 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
	9th Grade Soccer (Girls) .....	6

YEARLY	Dramatics .....	2
	Forensics .....	2
	Pep Band .....	2
	Instrumental Music / Concerts and Festivals .....	3
	Marching Band .....	4
	Middle School Band .....	3
	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
	Newspaper (High School) .....	4
	National Honor Society .....	4
	Senior Class Advisor .....	4
	Junior Class Advisor .....	4
	Club Sponsors .....	2

(as approved by the Board of Education)

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
Drivers Education (per hour)	\$18.66	\$19.03	\$19.41
Intramurals (per hour)	12.12	12.36	12.61
Middle School Intramural Director	3,020	3,081	3,142

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
Department Chairpersons			
The Administration may appoint department chairpersons who will be compensated in accordance with the following:			
1-4 person (FTE) department	1,105	1,127	1,150
5-6 person (FTE) department	1,261	1,286	1,312
7 or more person (FTE) department	1,425	1,454	1,483
Middle School and Elementary Building Computer/Technical Coordinators (per building per year)	1,020	1,040	1,061

\*Longevity schedule described in Schedule A applies to these wages.

The foregoing percentages shall be paid on the appropriate step of the MA schedule unless the bargaining unit member employed by the District is receiving salary for classroom teaching based upon the MA+ schedule.

**LETTER OF AGREEMENT: Time Schedules and Hours of Instruction**

**LETTER OF AGREEMENT**

between the

**MASON PUBLIC SCHOOLS**

and the

**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

RE: Time Schedules and Hours of Instruction 1997-98 and 1998-99

In order to achieve the required hours and days of student instruction, the parties agree to the following schedules for the 1997-98 and 1998-99 school years. These schedules are based upon 178 full student instruction days and two (2), one-half (1/2) student instruction days for a total of 180 days of student instruction in 1997-98; and 177 full student days and three (3), one-half (1/2) student instruction days in 1998-99 for a total of 180 days of student instruction.

The Board shall adopt a resolution exempting itself from the required 181 days of student instruction required for 1997-98 and 182 days of student instruction in 1998-99 since the students of the District will receive the required number of hours of student instruction as mandated by the provisions of Section 1284 of the School Code.

The schedules and calendars attached to the Collective Bargaining Agreement shall remain in effect for the life of the contract unless modified by the parties. It is understood that minor modifications may be made to adjust to bus schedules and staggered lunch hours.

This Agreement shall expire concurrent with the expiration of the Master Agreement.

**1997-98 TIME SCHEDULES**

**Kindergarten AM**

- 8:40 a.m.....Teachers at School
- 8:45 a.m.....Teachers at Station
- 8:55 a.m.....Instruction Begins
- 11:50 a.m.....Dismissal
- Lunch

**Kindergarten PM**

- 12:35 p.m.....Teachers at Station
- 12:45 p.m.....Instruction Begins
- 3:40 p.m.....Dismissal

Hours Calculation

178 full days x 5:50 (350 minutes) =	1038:20
2 half days =	4:00
Total =	1042:20

AM & PM—1 hour each on first day of school, AM only on second half day

Total AM kindergarten = 1042 hours, 20 minutes

Total PM kindergarten = 1041 hours

## ELEMENTARY

8:40 a.m..... Teachers at School  
8:45 a.m..... Teachers at Station  
8:55 a.m..... Instruction Begins  
12:00 p.m..... Lunch Begins  
12:50 p.m..... Student Lunch Ends  
12:55 p.m..... Classes Resume  
3:40 p.m..... Classes End  
3:45 p.m..... Teachers May Leave

### Hours Calculation

$$\begin{array}{r} 178 \text{ full days} \times 5:50 \text{ (350 minutes)} = 62,300 \div 60 = 1038:20 \\ 2 \text{ half days} \times 3:05 \text{ (185 minutes)} = 370 \div 60 = \underline{6:10} \\ \text{Total} = 1044:30 \end{array}$$

## MIDDLE SCHOOL

7:55 a.m. to 2:20 p.m..... Student Day  
Less 34 Minutes for Lunch  
Length of Student Instruction = 5 hours & 51 minutes (351 minutes)

### Hours Calculation

$$\begin{array}{r} 178 \text{ full days} \times 5:51 \text{ (351 minutes)} = 62,478 \div 60 = 1041:18 \\ 2 \text{ half days} \times 2:30 \text{ (150 minutes)} = 300 \div 60 = \underline{5:00} \\ \text{Total} = 1046:18 \end{array}$$

## HIGH SCHOOL

8:00 a.m. to 2:25 p.m..... Student Day  
Less 25 Minutes for Lunch, 5 Minutes Passing  
Length of Student Instruction = 5 hours & 55 minutes (355 minutes)

### Hours Calculation

$$\begin{array}{r} 178 \text{ full days} \times 5:55 \text{ (355 minutes)} = 63,190 \div 60 = 1053:10 \\ 2 \text{ half days} \times 2:35 \text{ (155 minutes)} = 310 \div 60 = \underline{5:10} \\ \text{Total} = 1058:20 \end{array}$$

## 1998-99 TIME SCHEDULES

### Kindergarten

#### Hours Calculation

$$\begin{array}{r} 178 \text{ full days} \times 5:50 \text{ (350 minutes)} = 1038:20 \\ 3 \text{ half days} = \underline{8:50} \\ \text{Total} = 1047:10 \end{array}$$

First half day AM & PM—1 hour, 20 minutes each

Second & third half day

(AM one day; PM second day)—3 hours, 5 minutes each

First day of school: 8:55 a.m. - 10:15 a.m.      Session 1  
10:40 a.m. - 12:00 p.m.      Session 2  
Total = 2 hours, 40 minutes

## APPENDIX C.1: School Calendar 1996-97

- 1996**
- August 28..... New Teacher Orientation
  - 29..... Orientation/Workday
  
  - September** 2..... Labor Day - *No School*
  - 3..... Classes Begin (1/2 day; AM & PM Kindergarten students report for one (1) hour in AM)
  
  - October** 14..... All Students Half-Day - *No School* PM / Half-Day Inservice
  - 15..... K-8 Students - Classes in Session All Day  
9-12 Students Half-Day / Half-Day Inservice, NCA-OA
  
  - November** 11..... Kindergarten Conferences - Classes in Session
  - 12..... K-5 Teacher Conference Preparation in PM  
(AM Kindergarten in Session in AM)  
K-5 Evening Conferences [5-8 PM]  
6-8 Evening Conferences [6-8:30 PM]
  - 13..... K-5 Conferences in PM (PM Kindergarten in Session in AM)  
6-8 Teacher Preparation in PM  
9-12 Departmental Meetings in PM  
6-12 Evening Conferences [6-8:30 PM]
  - 14..... K-12 Conferences in PM (AM Kindergarten in Session in AM)  
9-12 Evening Conferences [6-8:30 PM]
  - 15..... K-12 Release Time in PM (PM Kindergarten in Session in AM)
  - 28-29..... Thanksgiving Recess - *No School*
  
  - December** 23..... Winter Recess Begins - *No School*
  
  - 1997**
  - January** 6..... Classes Resume
  - 21-22-23..... 9-12 Exam Day - Regular Schedule
  - 24..... End of Semester - No Classes - Records Day  
(If snow days cancel exam day[s], then exam days will be the next day[s] students could return to school with Records Day being the following day.)
  
  - February** 14-17..... Mid-Winter Recess - *No School*
  
  - March** 28..... Good Friday - 1/2 Day AM
  - 31..... Kindergarten Conferences - Classes in Session
  
  - April** 1..... K-5 Teacher Conference Preparation in PM  
(AM Kindergarten in Session in AM)  
K-5 Evening Conferences [5-8 PM]  
9-12 Evening Conferences [6-8:30 PM]
  - 2..... K-5 Conferences in PM (PM Kindergarten in Session in AM)  
6-8 Teacher Preparation in PM  
9-12 Departmental Meetings, Teacher Preparation or North Central Association Committee Work  
as Determined by the Building Advisory Committee  
6-12 Evening Conferences [6-8:30 PM]
  - 3..... K-12 Conferences in PM (AM Kindergarten in Session in AM)  
6-8 Evening Conferences [6-8:30 PM]
  - 4..... K-12 Release Time in PM (PM Kindergarten in Session in AM)
  - 7-11..... Spring Recess - *No School*
  
  - May** 26..... Memorial Day - *No School*
  
  - June** 5..... Baccalaureate
  - 8..... Commencement
  - 9-10-11..... 9-12 Exam Day - Regular Schedule
  - 12..... Records Day\* - No Classes
  - 16-20..... Week Designated for Rescheduling Snow Days as Required by Law

\*1/2 Day - Middle and High School, Full Day Elementary

181 Days of Instruction/184 Teacher Days

- ⊙ It is understood that the half-day of inservice on October 14, 1996, will be teacher directed through the School Improvement Team in each building.



## APPENDIX C.1: School Calendar 1996-97

- 1996**
- August 28..... New Teacher Orientation
  - 29..... Orientation/Workday
  
  - September** 2..... Labor Day - *No School*
  - 3..... Classes Begin (1/2 day; AM & PM Kindergarten students report for one (1) hour in AM)
  
  - October** 14..... All Students Half-Day - *No School* PM / Half-Day Inservice
  - 15..... K-8 Students - Classes in Session All Day
  - 9-12 Students Half-Day / Half-Day Inservice, NCA-OA
  
  - November** 11..... Kindergarten Conferences - Classes in Session
  - 12..... K-5 Teacher Conference Preparation in PM  
(AM Kindergarten in Session in AM)  
K-5 Evening Conferences [5-8 PM]  
6-8 Evening Conferences [6-8:30 PM]
  - 13..... K-5 Conferences in PM (PM Kindergarten in Session in AM)  
6-8 Teacher Preparation in PM  
9-12 Departmental Meetings in PM  
6-12 Evening Conferences [6-8:30 PM]
  - 14..... K-12 Conferences in PM (AM Kindergarten in Session in AM)  
9-12 Evening Conferences [6-8:30 PM]
  - 15..... K-12 Release Time in PM (PM Kindergarten in Session in AM)
  - 28-29..... Thanksgiving Recess - *No School*
  
  - December** 23..... Winter Recess Begins - *No School*
  
  - 1997**
  - January** 6..... Classes Resume
  - 21-22-23..... 9-12 Exam Day - Regular Schedule
  - 24..... End of Semester - No Classes - Records Day  
(If snow days cancel exam day[s], then exam days will be the next day[s] students could return to school with Records Day being the following day.)
  
  - February** 14-17..... Mid-Winter Recess - *No School*
  
  - March** 28..... Good Friday - 1/2 Day AM
  - 31..... Kindergarten Conferences - Classes in Session
  
  - April** 1..... K-5 Teacher Conference Preparation in PM  
(AM Kindergarten in Session in AM)  
K-5 Evening Conferences [5-8 PM]  
9-12 Evening Conferences [6-8:30 PM]
  - 2..... K-5 Conferences in PM (PM Kindergarten in Session in AM)  
6-8 Teacher Preparation in PM  
9-12 Departmental Meetings, Teacher Preparation or North Central Association Committee Work as Determined by the Building Advisory Committee  
6-12 Evening Conferences [6-8:30 PM]
  - 3..... K-12 Conferences in PM (AM Kindergarten in Session in AM)  
6-8 Evening Conferences [6-8:30 PM]
  - 4..... K-12 Release Time in PM (PM Kindergarten in Session in AM)
  - 7-11..... Spring Recess - *No School*
  
  - May** 26..... Memorial Day - *No School*
  
  - June** 5..... Baccalaureate
  - 8..... Commencement
  - 9-10-11..... 9-12 Exam Day - Regular Schedule
  - 12..... Records Day\* - No Classes
  - 16-20..... Week Designated for Rescheduling Snow Days as Required by Law

\*1/2 Day - Middle and High School, Full Day Elementary

181 Days of Instruction/184 Teacher Days

- Ⓞ It is understood that the half-day of inservice on October 14, 1996, will be teacher directed through the School Improvement Team in each building.



## APPENDIX C.2: School Calendar 1997-98

### 1997

- August 20** ..... New Teacher Orientation  
**21-22** ..... New and Probationary Teacher Mentoring Days  
**25** ..... All Teachers – Orientation / Work Day  
**26** ..... Classes Begin – ½ Day; AM & PM  
                     Kindergarten students report for one (1) hour in AM  
  
**September 1** ..... Labor Day – *No School*  
**26** ..... Student Membership Count Date  
  
**⊙ November 3** ..... ½ Day Inservice, ½ Day Conference Preparation—No Students  
                     Parent/Teacher Conferences - 4:00-7:00 p.m. (Elementary)  
                     Parent/Teacher Conferences - 4:00-6:30 p.m. (Middle & High School)  
**6** ..... Parent/Teacher Conferences - 5:00-7:30 p.m. (Elementary)  
                     Parent/Teacher Conferences - 6:00-8:30 p.m. (Middle & High School)  
**7** ..... ½ Day Students in AM – ½ Day for Teachers  
**10** ..... Parent/Teacher Conferences - 5:00-7:30 p.m. (Elementary)  
**11** ..... Parent/Teacher Conferences - 6:00-8:30 p.m. (Middle School)  
**12** ..... Parent/Teacher Conferences - 6:00-8:30 p.m. (High School)  
**27-28** ..... Thanksgiving Recess – *No School*  
  
**December 22** ..... Winter Recess Begins – *No School*

### 1998

- January 5** ..... Classes Resume  
**13-14-15** ..... Secondary Exams – Regular Schedule  
**16** ..... End of Semester – *No Classes*  
                     Records' Day – ½ Day for Teachers  
                     (If snow days cancel exam day[s], then exam days will be the next day[s] students  
                     could return to school with Record's Day being the following day.)  
  
**February 13** ..... Student Membership Count Date  
**16** ..... Mid-Winter Recess – *No School*  
  
**⊙ March 23** ..... ½ Day Inservice, ½ Day Conference Preparation—No Students  
                     Parent/Teacher Conferences - 4:00-7:00 p.m. (Elementary)  
                     Parent/Teacher Conferences - 4:00-6:30 p.m. (Middle & High School)  
**26** ..... Parent/Teacher Conferences - 5:00-7:30 p.m. (Elementary)  
                     Parent/Teacher Conferences - 6:00-8:30 p.m. (Middle & High School)  
**30** ..... Parent/Teacher Conferences - 5:00-7:30 p.m. (Elementary)  
**31** ..... Parent/Teacher Conferences - 6:00-8:30 p.m. (Middle School)  
  
**April 1** ..... Parent/Teacher Conferences - 6:00-8:30 p.m. (High School)  
**3-10** ..... Spring Recess – *No School*  
  
**May 25** ..... Memorial Day – *No School*  
**28** ..... Baccalaureate  
**31** ..... Commencement  
  
**June 3-4-5** ..... Secondary Exams, Regular Schedule  
**8** ..... Records' Day – No Classes – ½ Day for Teachers  
**9-12** ..... Week Designated for Rescheduling Snow Days as Required by Law

178 Full student days; 2 Student half days = 180 Days of student instruction  
 188 New Teacher Days / 187 Probationary Teacher Days / 185 All Teacher Days

- ⊙ Inservice on November 3, 1997 and March 23, 1998 will be teacher directed through the School Improvement Team in each building.

## APPENDIX C.3: School Calendar 1998-99

- 1998 August 19** ..... New Teacher Orientation  
 20-21 ..... New and Probationary Teacher Mentoring Days  
 24 ..... All Teachers – Orientation / Work Day  
 25 ..... Classes Begin – ½ Day; AM & PM  
                     Kindergarten students report for one (1) hour in AM
- September 7** ..... Labor Day – *No School*  
 25 ..... Student Membership Count Date
- ☉ **October 12** ..... Inservice Day - Professional Development
- November 2** ..... ½ Day Student Instruction, ½ Day Conference Preparation  
                     Parent/Teacher Conferences - 4:00-7:00 p.m. (Elementary)  
                     Parent/Teacher Conferences - 4:00-6:30 p.m. (Middle & High School)  
 5 ..... Parent/Teacher Conferences - 5:00-7:30 p.m. (Elementary)  
                     Parent/Teacher Conferences - 6:00-8:30 p.m. (Middle & High School)  
 6 ..... ½ Day Student Instruction, ½ Day for Teachers  
 9 ..... Parent/Teacher Conferences - 5:00-7:30 p.m. (Elementary)  
 10 ..... Parent/Teacher Conferences - 6:00-8:30 p.m. (Middle School)  
 11 ..... Parent/Teacher Conferences - 6:00-8:30 p.m. (High School)  
 26-27 ..... Thanksgiving Recess / *No School*
- December 21** ..... Winter Recess Begins / *No School*
- 1999 January 4** ..... Classes Resume  
 12-13-14 ..... Secondary Designated Exam Days – Regular Schedule  
 15 ..... End of Semester – ½ Day for Teachers—*No Classes*  
                     (If snow days cancel exam day[s], then exam days will be the next day[s] students  
                     could return to school with Records' Day being the following day.)
- February 12** ..... Student Membership Count Date  
 15 ..... Mid-Winter Recess – *No School*
- ☉ **March 22** ..... ½ Day Inservice, ½ Day Conference Preparation—No Students  
                     Parent/Teacher Conferences - 4:00-7:00 p.m. (Elementary)  
 25 ..... Parent/Teacher Conferences - 5:00-7:30 p.m. (Elementary)  
 29 ..... Parent/Teacher Conferences - 5:00-7:30 p.m. (Elementary)  
 30 ..... Parent/Teacher Conferences - 6:00-8:30 p.m. (Middle School)  
 31 ..... Parent/Teacher Conferences - 6:00-8:30 p.m. (High School)
- April 2** ..... K-8 Instructional day; 9-12 NCA-0A Inservice Day  
 5-9 ..... Spring Recess – *No School*
- May 31** ..... Memorial Day – *No School*
- June 2-3-4** ..... Secondary Designated Exam Days, Regular Schedule  
 3 ..... Baccalaureate  
 6 ..... Commencement  
 7 ..... Records' Day – No Classes, ½ Day for Teachers  
 7-11 ..... Week Designated for Rescheduling Snow Days as Required by Law

178 Full student days; 3 Student half days = 181 Days of student instruction.

188 New Teacher Days / 185 All Teacher Days / 187 Probationary Teacher Days

- ☉ Inservice on October 12, 1998 and March 22, 1999 will be teacher directed through the School Improvement Team in each building.

## **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 Mason Public Schools.

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

### **ELIGIBILITY**

All bargaining unit members as defined by the Master Agreement will participate in the sick leave bank.

A bargaining unit member 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 bargaining unit member donated one half (1/2) sick day to the sick bank. In subsequent years, each newly tenured bargaining unit member will donate one-half (1/2) day to the sick bank.

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 bargaining unit member.

### **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 completed request forms to the appropriate body.

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

## LIMITS

All bargaining unit members 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 bargaining unit member'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 bargaining unit member shall obtain a request form from the sick bank leave chairperson.
2. The bargaining unit member shall complete the form, and have it signed by a physician.
3. The bargaining unit member shall return the form to the chairperson who will forward it to the proper body.
4. The chairperson will report the decision to the bargaining unit member.
5. Before receiving extended leave days, the bargaining unit member will sign a repayment agreement with the MDMEA.
6. The chairperson will submit written notification to the Superintendent's office for administrative action.

## REPAYMENT

Bargaining unit members 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 bargaining unit member leaves the Mason Public Schools before repayment is complete, the bargaining unit member 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 bargaining unit member, the Board shall return the sick leave days borrowed by the bargaining unit member to the bank.

## APPENDIX E.1: Evaluation Report

1st yr. Probation - yellow  
2nd yr. Probation - blue  
3rd yr. Probation - pink  
4th yr. Probation - grey  
Continuing Tenure - white

Teacher \_\_\_\_\_

### PERFORMANCE STANDARD

Building \_\_\_\_\_

1. Meets expectations
2. Meets requirements but needs improvement.
3. Does not meet requirements.

**INSTRUCTIONS:** Indicate in the space provided the standard which best describes performance.

### DEFINITION OF PERFORMANCE STANDARDS:

1. Meets expectations: Results show attainment of primary work objectives in a manner reasonably expected of a well trained professional.
2. Meets requirements but needs improvement: Individual meets District requirements but needs improvement in order to meet the District's expectations of a well-trained professional.
3. Does not meet requirements: Individual fails to meet District requirements. Individual Development Plan required.
  - A. Specifically identify deficiency.
  - B. Identify specific ways to improve including resources available.
  - C. Specify time lines for improvements.

***Feel free to include additional comments on attached sheets.***

**SUMMATIVE EVALUATION FORM**

- 1. Adheres to and maintains the scope and sequence of the District's curriculum and follows established policies and procedures.

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- 2. Demonstrates skill in diagnosing the learning needs of the students.

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- 3. Demonstrates skill in planning for the learning needs of students.

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- 4. Uses an effective teaching model in lesson development. The following steps are suggested as a format for most lessons: set objective, instructional input, modeling, check for comprehension, guided practice and independent practice.

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- 5. Provides motivation and stimulation for students.

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- 6. Uses varied instructional strategies and teaching methods.

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7. Evaluates students effectively.

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8. Assumes classroom management responsibilities creating an environment conducive to good learning.

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9. Maintains social and emotional climate conducive to good learning.

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10. Maintains effective communication with administration.

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11. Maintains effective communication with parents.

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12. Maintains and contributes to good communication and positive rapport with staff members.

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13. Participates in or attends extra-curricular or co-curricular activities.

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- 14. Demonstrates an interest in professional growth by attending conferences, taking classes, or participating in other mutually acceptable professional growth activities.

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**PRINCIPAL'S RECOMMENDATION** \_\_\_\_\_

Overall, the performance of the employee is \_\_\_\_\_ satisfactory  
 \_\_\_\_\_ unsatisfactory

The teacher and evaluator are requested to sign this evaluation form. The teacher's signature indicates that he/she has read the evaluation report and has had the opportunity to discuss the evaluation with the evaluator.

\_\_\_\_\_  
 Teacher's Signature    Date

\_\_\_\_\_  
 Evaluator's Signature    Date



**APPENDIX E.2: Individual Development Plan**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

POSITION \_\_\_\_\_

EVALUATOR \_\_\_\_\_

The following is a form based upon the evaluation instrument and will be used with all probationary bargaining unit members and tenured bargaining unit members whose performance is less than satisfactory. Teachers should understand that year-end evaluation of teaching performance will be based upon these aspects of teaching. Competency in all areas is expected. This plan may place emphasis on separate areas at different times during the school year, but all areas will be considered at the end of the year. The teacher and the administrator will confer on when and how one or more of the areas will be emphasized during the school year as the performance of the teacher is analyzed through observation and interaction by the administrator. The bargaining unit member's Individual Development Plan may from time to time be amended as necessary.

1. District policies, procedures and curriculum.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Diagnosing the learning needs of the students.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Planning for the learning needs of students.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Lesson development.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Motivation and stimulation of students.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Instructional strategies and teaching methods.

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7. Student evaluation.

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8. Classroom management.

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9. Classroom climate.

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10. Communication with administration.

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11. Communication with parents.

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12. Communication with staff members.

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13. Extra-curricular or co-curricular activities.

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14. Professional growth activities.

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The bargaining unit member and evaluator are requested to sign this Individual Development Plan. The bargaining unit member's signature indicates that he/she has had the opportunity to discuss the Individual Development Plan with the evaluator.

\_\_\_\_\_  
Bargaining Unit Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

**APPENDIX E.3: Professional Growth Agreement (Alternate Evaluation)**

TEACHER \_\_\_\_\_ BUILDING \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

An alternative option to the traditional teacher performance appraisal which:

- 1) requires the supervisor's recommendation
- 2) requires the bargaining unit member's consent
- 3) requires teacher tenure status
- 4) requires a pre-evaluation conference in the first six weeks of the school year
- 5) requires a written statement of the goal(s), an outline of the plan for growth and written summary evaluating the achievement of the goal(s).
- 6) requires a limit of three teacher professional growth agreements per supervising administrator
- 7) requires a traditional teacher performance appraisal if the professional growth plan fails completion

STATEMENT OF THE GOAL(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OUTLINE OF THE PLAN FOR GROWTH \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**EVALUATION SUMMARY**

Narrative Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

The mutually agreed upon goals of the professional growth agreement have been \_\_\_\_\_  
have not been \_\_\_\_\_ achieved.

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**APPENDIX E.4: Pupil/Personnel Team Evaluation Form**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

POSITION \_\_\_\_\_

EVALUATOR \_\_\_\_\_

EVALUATE THE FOLLOWING AREAS USING THE GUIDES FOR THE APPROPRIATE DISCIPLINE ON THE FOLLOWING PAGES.

**RATE THE AREAS USING THE FOLLOWING SCALE:**

- 1. Meets expectations
- \*2. Needs improvement \* = Narrative is necessary
- \*3. Does not meet expectations

**Rating**

- 1. Provides services which facilitate instruction. \_\_\_\_\_
- 2. Helps students discover and further develop their potential. \_\_\_\_\_
- 3. Assists students in understanding the interaction between themselves and their environment. \_\_\_\_\_
- 4. In light of all available information, helps students make appropriate decisions. \_\_\_\_\_
- 5. Helps students in accepting personal responsibility for their choices. \_\_\_\_\_
- 6. Demonstrates diligence and dependability in performing assigned work. \_\_\_\_\_
- 7. Works harmoniously with school staff. \_\_\_\_\_
- 8. Is discreet with privileged information. \_\_\_\_\_
- 9. Keeps appointments and commitments. \_\_\_\_\_
- 10. Demonstrates receptiveness to new techniques and methods and contributes to the improvement of curriculum/education/the profession. \_\_\_\_\_
- 11. Demonstrates awareness of own strengths and weaknesses and strives for self improvement. \_\_\_\_\_
- 12. Provides clear and complete interpretation of program or service. \_\_\_\_\_
- 13. Ability to develop and maintain working relationships. \_\_\_\_\_
- 14. Ability to assess situations and determine priorities. \_\_\_\_\_
- 15. Shows evidence of systematic planning and organization in the development of planning goals, objectives, activities and evaluations. \_\_\_\_\_

EVALUATOR'S RECOMMENDATION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overall, the performance of the employee is \_\_\_\_\_ satisfactory  
\_\_\_\_\_ unsatisfactory

The bargaining unit member and evaluator are requested to sign this evaluation form. The bargaining unit member's signature indicates that he/she has read the evaluation report and has had the opportunity to discuss the evaluation with the evaluator.

\_\_\_\_\_  
Bargaining Unit Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

**APPENDIX E.5: Individual Development Plan for Pupil/Personnel Team Members**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

POSITION \_\_\_\_\_

EVALUATOR \_\_\_\_\_

The following is a form based upon the evaluation instrument and will be used with all probationary bargaining unit members and tenured bargaining unit members whose performance is less than satisfactory. Teachers should understand that year-end evaluation of teaching performance will be based upon these aspects of teaching. Competency in all areas is expected. This plan may place emphasis on separate areas at different times during the school year, but all areas will be considered at the end of the year. The teacher and the administrator will confer on when and how one or more of the areas will be emphasized during the school year as the performance of the teacher is analyzed through observation and interaction by the administrator. The Individual Development Plan may from time to time be amended as necessary.

1. Services related to instruction.
2. Student potential.
3. Students' understanding of themselves and their environments.
4. Student decisions.
5. Student responsibility.
6. Diligence and dependability.
7. Work with school staff.
8. Privileged information.
9. Appointments and commitments.
10. Techniques, methods and contributions to the curriculum/education/the profession.
11. Strengths, weaknesses and self improvement.
12. Interpretation of program or service.
13. Working relationship.
14. Assessing situations and determining priorities.
15. Planning, organization, activities and evaluations.

The bargaining unit member and evaluator are requested to sign this Individual Development Plan. The bargaining unit member's signature indicates that he/she has had the opportunity to discuss the Individual Development Plan with the evaluator.

\_\_\_\_\_  
Bargaining Unit Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date



**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 Grievant / 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 Date

**LEVEL TWO**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant 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 Grievant Date

**LEVEL FOUR**

A. Date Submitted to Arbitration \_\_\_\_\_

Submitted by \_\_\_\_\_

**LETTER OF AGREEMENT: Kindergarten Requirements**

**LETTER OF AGREEMENT**

between the

**MASON BOARD OF EDUCATION**

and the

**INGHAM CLINTON EDUCATION ASSOCIATION**

Prior to the first day of student instruction in each school year, the parties to the Master Agreement agree that:

1. The administration will notify parents of Kindergarten students that they will be responsible for transporting students to and from school on the first day of student instruction and that buses will transport said students to and from school commencing with the second day of student instruction and every day thereafter.
2. Students assigned to a morning Kindergarten class will report from 9:00 to 10:00 a.m. on the first day of student instruction.
3. Students assigned to an afternoon Kindergarten class will report from 10:30 to 11:30 a.m. on the first day of student instruction. Thereafter, students will report for either a morning or an afternoon class as assigned.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT: High School Instructional Day**

**LETTER OF AGREEMENT**

**between the**

**MASON BOARD OF EDUCATION**

**and the**

**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

WHEREAS the instructional day at the high school may be expanded before and/or after the current six (6) period day, the parties agree that:

1. Any such assignment prior to and/or after the regular six (6) period day shall be with the bargaining unit member's consent.
2. Any such assignment prior to and/or after the regular six (6) period day shall not increase the length of the bargaining unit member's work day.
3. The opportunity for such assignment will be offered to all bargaining unit members.
4. Assignments will be based upon certification, qualifications and program needs.
5. The Association President will be consulted prior to any solicitation and/or publication of such classes among students and parents.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT: Site-Based Management Program**

**LETTER OF AGREEMENT**

**between the**

**MASON BOARD OF EDUCATION**

**and the**

**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

The parties agree that should the Board of Education adopt a Site-Based Management program, same shall be subject to negotiation between the parties within thirty (30) calendar days of such adoption.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT: Insurance Study Committee**

**LETTER OF AGREEMENT**

**between the**

**MASON BOARD OF EDUCATION**

**and the**

**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

On or before October 1, 1997, the parties will identify four (4) of their respective representatives to serve on an Insurance Study Committee.

1. The purpose of the committee will be to study and recommend changes, if any, which may be implemented July 1, 1998 or as permitted by the insurance carrier(s) and as mutually agreed.
2. The committee shall consist of four (4) Association members and four (4) administrators.
3. The committee shall establish its own meeting schedule so as to complete its study as set forth herein.
4. The committee's work shall commence after October 1, 1997.
5. The committee's recommendations shall be completed and ratified by the parties to this Agreement prior to the beginning of the 1998-99 school year.
6. Administrative approval is necessary prior to the expenditure of any funds by the Committee.
7. Should the findings/recommendations fail ratification, the provisions at Article XX of the Master Agreement shall govern insurance benefits.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT: Committee for Salary Schedule Increases**

**LETTER OF AGREEMENT**

**between the**

**MASON BOARD OF EDUCATION**

**and the**

**INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA**

The parties to the Master Agreement hereby establish a committee to study and replace the formula which was in effect for the 1995-96 school year for purposes of determining the 1998-99 salary schedule increases. Any such formula shall address the equitable distribution of the District's income toward salaries and insurance benefits.

1. The committee shall consist of four (4) Association members and four (4) administrators.
2. The committee shall establish its own meeting schedule so as to complete its study as set forth herein.
3. The committee's work shall commence at the beginning of the 1997-98 school year.
4. The committee's recommendations shall be completed and ratified by the parties to this Agreement prior to the beginning of the 1998-99 school year.

\_\_\_\_\_  
For the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date







