

LETTER OF AGREEMENT
between
Erie-Mason Education Association (“Association”)
and
Mason Consolidated Schools (“District”)

Classroom Observations for Probationary and Tenured Teachers

Purpose

The purpose of this agreement is to comply with MCL- Section 380.1249 and to outline the procedures for classroom observations for probationary and tenured teachers within the Mason School District as previously outlined in Article 9, Section 3 (C) (d).

The parties agree as follows

1. Probationary Teachers:

- Probationary teachers will undergo the following observation schedule each academic year:
 1. One (1) unannounced classroom observation.
 2. One (1) announced classroom observation.
 3. One (1) walkthrough.

2. Teachers with Effective or Highly Effective Ratings for 3 Consecutive Years:

- Teachers who have received an effective or highly effective rating for three consecutive years will undergo the following observation schedule for the academic years that an evaluation is not required per MCL 380.1249.
 1. One (1) unannounced classroom observation.
 2. One (1) walkthrough.

3. Tenured Teachers being evaluated triennially or with Less Than 3 Consecutive Years of Effective or Highly Effective Ratings:

- Tenured teachers being evaluated triennially or who have not received an effective or highly effective rating for three consecutive years will undergo the following observation schedule each academic year:
 1. One (1) unannounced classroom observation.
 2. One (1) announced classroom observation.

4. Duration:

- This agreement shall remain in effect until modified by mutual consent of both Parties.

5. Amendments:

- Any amendments to this agreement must be made in writing and signed by both Parties.

6. Effective Date:

- This agreement shall become effective on the date of the last signature below.

Carson M. Hyslop
For Erie-Mason Education Association

Susan Costello
For Erie-Mason Education Association

Kellie Hill
For Mason Consolidated Schools

July 18, 2024

July 18, 2024

July 18, 2024

2024-2026



Erie-Mason Education Association
and
Mason Consolidated Board of Education
Agreement

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**ERIE-MASON EDUCATION ASSOCIATION
AND
MASON CONSOLIDATED BOARD OF EDUCATION
AGREEMENT**

This Agreement entered into this 10th day of July, 2024, by and between the Board of Education, Mason Consolidated Schools, Monroe County, Erie, Michigan, hereinafter called the “Board”, and Erie-Mason Education Association, hereinafter called the “Union”.

ARTICLE 1: BOARD RIGHTS

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school-related activities of its employees.
- B. To hire all employees and, subject to the provisions of the law and this Master Agreement, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

- E. To determine class schedules and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment and this Master Agreement.
- F. To adopt rules and regulations for the operation and management of the schools and the School District.
- G. To enter into third-party non-instructional contracts if by doing so does not displace bargaining unit members covered by this contract.

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

ARTICLE 2: RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of 1965 PA 379 as amended, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, lead teachers, intervention specialist, MAVA instructors, speech therapists, employed by the Board; but excluding supervisory and executive personnel, office and clerical employees, transportation employees, maintenance and custodial employees, cafeteria employees, substitutes, athletic director, dean of students, adult education personnel, police liaison officer, aides and all other employees. The term “teacher” when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit as above defined. The term “Board” shall include its officers, members or delegated agents.
- B. The Board agrees not to negotiate with any teachers’ organization other than the Union for the duration of this Agreement. Nothing contained herein shall be

construed to prevent any individual teacher from presenting a grievance to the Board providing the procedures stated in the Professional Grievance Procedures of Article 18 have been followed.

- C. Nothing contained herein shall be construed to deny or restrict any teacher rights they may have under the School Code of 1995. The rights granted to the teacher there under shall be deemed to be in addition to those provided elsewhere.
- D. The Master Agreement will be available on the District's website after final ratification by both groups. Employees may print out one (1) copy for personal use.
- E. Emergency Financial Manager: If an emergency manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Acts (PERA).

ARTICLE 3: TEACHER RIGHTS & RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965 as amended, The Board hereby agrees that every employee, as defined in Article 2, Section A, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities for mutual aid and protection or refrain from such activity. The Board and Union agrees that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 as amended that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of their membership or non-membership in the Union, their participation or non-participation in any lawful activities of the Union, or collective professional negotiations with the

Board, or their institution of any grievance or proceeding under this Agreement with respect to any terms or conditions of employment.

- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission.
- C. A teacher shall not seek to advance personal, political or religious views in the classroom.
- D. The Union shall not discriminate against any teacher who refuses to participate in activities of the Union.
- E. A teacher shall ensure that all sides of a controversial issue are presented equally, and that topic and material used will be appropriate to the maturity level and intellectual ability of the students and consistent with the curriculum and state standards and benchmarks. Prior approval must be granted from the building principal, prior to presenting controversial subjects.
- F. Prohibition Against Abortion Referrals and Assistance: A District official, Board member, or District employee shall not refer a student for an abortion or assist a student with obtaining an abortion. This prohibition does not apply to a person who is the parent or legal guardian of that student.
- G. The teacher's position shall not be privileged as to their responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.
- H. Teachers and administrators shall share the responsibility to work with students to reduce anti-social behavior.
- I. The teacher shall be responsible for the supervision and safety of students in their respective classrooms and adjacent areas. No teacher is expected to simultaneously supervise students in non-adjacent areas.
- J. When in-service training programs or teachers' meetings are held, all teachers involved shall attend for the full time of the program and contribute to the work at

hand. Only in case of an extreme emergency will teachers be excused from attending such meetings, and this must be with the permission of the building principal.

- K. Teaching is a combined effort of many different aspects of learning. There are certain activities, which are necessary to carry on the business of teaching. These jobs will have to be done by teachers, whether on a voluntary or rotating basis to keep the educational process moving. Such jobs might include but not be limited to tips or ideas for District newsletter, textbook study, corridor bulletin boards and/or showcases.

ARTICLE 4: UNION RIGHTS

- A. The Board agrees to furnish the Union in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, tentative budgetary requirements including allocation board budgets, membership data, teacher directories, teacher salary schedules, and such other information that will assist the Union in developing bargaining strategies.
- B. The Union and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours, for Union meetings, social meetings, and fund-raising activities. This includes the use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education.
- C. No teacher shall be prevented from or required to wear insignia, pins or other identification of membership in the Union either on or off school premises.
- D. Bulletin boards and other established media of building, intrasystem, and school-community communication and the school intrasystem and mail delivery service shall be made available to the Union and its members.

- E. The Union shall be allowed to set aside two days a month for its after-school meetings. These will be standing dates, and the administration shall refrain from scheduling meetings or activities involving teachers on these days.
- F. Union business may be conducted during the school day when it does not conflict or interfere with the normal school operations and is approved by the Superintendent.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities or affiliations of any teacher or the lack thereof shall be grounds for any discipline or discrimination. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except as it adversely affects the professional rights, duties, and responsibilities of the teachers, or if the teacher's misconduct can be shown to have an adverse impact on the District, violates District Employee Ethics and Standards, or violates the Michigan Code of Educational Ethics.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity or expression, height, weight, familial status, or marital status or association with the lawful activities of any employee organization.
 - a. The Board shall provide the Union President and/or their designee(s) a cumulative total of ten (10) school days per year of release time for the purpose of Union business. The Superintendent will be notified in writing by the Association one week in advance. The Union shall pay for the cost of the substitute and the employee's retirement except in circumstances when the administration requests a meeting to be held during school hours. Union business shall be defined as collective bargaining, grievance proceedings, disciplinary hearings, arbitrations, or union training.
- I. A teacher engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance with

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

ARTICLE 5: PROFESSIONAL COMPENSATION

- A. The salaries of teachers are set forth in attached Schedules A & B.
- B. Salary Schedule A shall be based upon the negotiated calendar for the current school year. For extra work as listed below in this Section and not compensated by those items under Schedule B, the teacher shall be entitled to appropriate additional professional compensation at an established hourly rate of \$25/hour. The teacher shall be paid this established hourly rate, in addition to their base salary, for all time spent after the regular school day where attendance is not voluntary but required by the Board of Education, the Superintendent, or designee. Excluded are educational functions where attendance is expected: open house, parent-teacher conferences, and staff meetings, which shall be without pay. Teachers not able to be in attendance for any of these events due to a special circumstance must receive permission to be absent from the Superintendent or the building administrator prior to the event.
- C. Part time teachers will have compensation (salary/wages), planning time, insurance (including cash-in-lieu), leave time and other benefits prorated accordingly.

ARTICLE 6: TEACHING HOURS

The teachers' workday shall start 20 minutes prior to the start of classes, except for those assigned to special duty for supervision of bus arrivals. Assignment of supervisory bus duties is to be made by the building principal. Teachers shall supervise student conduct at their assigned places of duty 15 minutes prior to the start of classes. Assigned teachers shall supervise students to buses and while loading. Teachers shall be free to leave school immediately after the buses have departed, except for late bus supervisory personnel. Provided that at least 48 hours

advance notice is given, teachers shall stay, without reimbursement, to attend not more than (9) staff meetings per year. Two (2) of these meetings may be up to two (2) hours in length. The rest of said meetings shall not exceed one (1) hour. The building administrator has the discretion to schedule these meetings before or after school. Teachers shall stay, without reimbursement, to attend a meeting requested by a parent in advance (not set by calendar). Teachers shall attend professional development days set by the calendar per minimum state requirements without additional reimbursement. One of these professional development days will be held prior to the beginning of school. Duty rosters will be made by the principal to assign teachers on a rotation basis to hall duty when the first bus arrives and when the last bus leaves.

ARTICLE 7: TEACHING LOADS

- A. Full-Time and Part-Time Teachers who work .50 FTE or more shall have a planning period within the instructional day as follows:
- a. Secondary (grades 6-12) teachers shall have a period equal in length to a regular class period.
 - b. Elementary (grades K-5) teachers shall have a period of no less than 30 consecutive minutes. An additional fifteen (15) minutes will be attached to the lunch period.

Part-time teachers shall have their planning period prorated.

- B. Teachers agree to supervise playgrounds during recess periods. Supervision of children at recess periods shall be arranged under the direction of the building principal. During inclement weather, as determined by the principal, teachers will supervise recreational activities within their own classroom. This provision does not apply to recess scheduled during students' and teachers' lunch period.
- C. More than three preparations shall be avoided whenever possible for secondary teachers.

- D. All teachers shall be entitled to a thirty (30) minute duty-free lunch period. The teacher lunch period includes normal passing time after and before classes. Any teacher required to travel between buildings will be allowed to report ten (10) minutes later than normal reporting time and receive no other compensation for travel even if during prep or lunch.

ARTICLE 8: TEACHING CONDITIONS

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

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

K-2	26 students
3-5	28 students
Middle & Sr. High	30 students
Virtual in-person	30 students
Middle School Music/Choir	40 students

The parties shall discuss balancing of classes.

Middle School Music/Choir classes that exceed 40 students on the roster will have an instructional aide assigned to the class period exceeding 40.

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

At the Middle School and Senior High School, if optimum class sizes are exceeded in other than Band, Physical Education, and Chorus, the total number of students

for a teacher's entire day shall not exceed 30 multiplied by the number of such classes that the teacher teaches during the day.

Should any class at grades K-5 exceed optimums by three (3) students or more, a paid teacher aide will be employed to assist the teacher: One hour per day of teacher aide time for each child over the optimum.

In elementary classrooms, consideration should be made to not overload one teacher with special education students with similar disabilities unless special education staff is assigned to the classroom as well.

Classes K-12 shall in no case exceed optimum by more than five (5) students unless another teacher (e.g. special education) remains in the classroom.

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

- B. If the wearing of a protective garment is required by the administration, the Board shall furnish it.
- C. In each school, the Board shall make available lavatory facilities exclusively for teachers' and adults' use. At least one appropriately furnished room shall be reserved for the exclusive use of staff as a staff lounge and lunchroom. At no time will students be permitted in this room.
- D. Telephone facilities shall be made available to teachers for their reasonable use.
- E. No teacher shall leave building grounds in which they teach anytime during the school hours, except the teacher's duty-free lunch period, without authorization of the principal in the building.
- F. Faculty members shall be provided parking spaces in a designated area. The Board shall take reasonable steps to remove snow and ice.
- G. A joint effort between teachers, principals and the Superintendent, if necessary, shall be made to correct any problems in the areas of weekly schedules, general announcements, and student release time for other than education purposes.

- H. Teachers who cannot use their classroom for conference periods should make arrangements with the building principal for available work areas.
- I. All teachers shall dress appropriately in a professional manner. Any concerns related to dress will be referred to the building administrator. Violations of this policy shall be subject to discipline.
- J. The calendar for the current school year, subject to the right to negotiate amendments to meet the statutory limitation, is as set forth in the Calendar Appendix of this Agreement as agreed upon by the Board and the Union. The buildings will be open, cleaned and rooms available at least five (5) working days prior to Open House. Extenuating circumstances that prohibit a classroom from being ready will be communicated to the Union and a solution presented at this time. All teachers will be expected to have their classrooms ready for students on the beginning day of school.

ARTICLE 9: TEACHER EVALUATION

Section 1: Purpose

The purpose of evaluation is to improve instruction, enhance student learning, and provide meaningful feedback to teachers for professional growth. The evaluation process shall be fair, transparent, and consistent with state laws and educational standards.

Section 2: Evaluation Components

A. Student Growth and Achievement (20%)

- a. Data on student growth will be collected and reviewed, with opportunities for teachers to discuss and reflect on the data with their evaluators. The most recent District (Fall to Spring) and state assessment data will be used for 10% of a teacher's evaluation. If no such data is available, the teacher will submit a pre/posttest to their evaluator for approval prior to October 1st of the current school year. Assessment must include, at minimum, identified essentials for the teacher's respective assignment. Student

achievement data will be used for each teacher's class periods or rosters. Elementary teachers will be evaluated on math and reading data. The remaining 10% of student achievement data will be on administrator approved teacher submitted data sources. Data submitted must be for a duration of at least a 9-week period.

B. Professional Practice/Classroom Observations (75%)

- a. 75 % of the teacher's annual evaluation will come from the data/evidence obtained from classroom observations using the approved teacher evaluation tool.

C. Additional Evaluation Factors (5%)

- a. 5% of the teacher's annual evaluation will come from meeting their approved three goals. This will be measured by observation, teacher submitted evidence, or other relevant evidence such as engagement in professional development.
- b. Discipline and absenteeism warranting submission into the personnel file will be noted in the evaluation.

Section 3: Evaluation Process

A. Orientation/Training

- a. At the start of each school year, teachers will receive an orientation detailing the evaluation process, criteria, and timelines.
- b. New teachers will receive training on the evaluation tool.

B. Goal Setting

- a. All teachers will complete a self-assessment and identify 3 goals prior to October 1st of each school year. 2 goals will be from the evaluation framework/tool; 1 goal will be a student achievement goal.

- b. First year probationary teachers and teachers rated as Developing or Needing Support, along with their evaluator, will collaboratively set IDP goals prior to October 1st of each school year.

C. Observations

- a. Frequency: Non-probationary teachers will be observed at least twice per year. Probationary teachers will have a minimum of three observations. These shall occur at least 30 days apart. An administrator will provide at least 5 schools days' notice of an announced classroom observation.
- b. Length: Classroom observations will be a minimum of 15 minutes. Classroom walkthroughs will be 3-5 minutes in length.
- c. Process: Each observation *may* include a pre-observation conference, the observation itself, and a post-observation conference for feedback. A classroom observation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson. The items must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher. Probationary teachers are encouraged to invite their mentor to their post-observation feedback meeting. Tenured teachers on an IDP shall be required to have their mentor join them in any post-observation meeting with the administrator.
- d. Type: Probationary teachers will be observed with one unannounced classroom observation, one announced classroom observation, and one walkthrough. Tenured teachers will be observed with one unannounced classroom observation and one walkthrough.

D. Feedback

- a. Written feedback shall be provided no later than 30 calendar days after the observation or walkthrough, but all efforts will be made to provide the teacher with feedback within 10 school days.

E. Mid-Year Progress Report

- a. A mid-year progress report will be conducted to assess progress towards goals and provide additional support for all first-year probationary teachers and any teacher on an IDP. This must be completed by February 1st.
- b. All of the following apply to a mid-year progress report:
 - i. Must be aligned to the IDP.
 - ii. Must include specific goals for the remainder of the year developed by the school administrator.
 - iii. A written training plan to accomplish established goals will be collaboratively developed between the teacher and administrator.

F. End-of-Year Evaluation

- a. A summative evaluation will be conducted at the end of the school year, resulting in a rating: Effective, Developing or Needing Support.

G. Review Request

- a. A teacher may request a review of their evaluation and the rating by submitting a written request to the Superintendent within 30 calendar days of being informed of their rating. Within 30 calendar days of receipt of the request, the Superintendent will provide a written response to the teacher.
- b. If the Superintendent's review does not resolve the matter, a teacher or collective bargaining representative may request mediation. This request must be submitted in writing within 30 calendar days of the Superintendent's written response. Within 15 calendar days of receipt of the mediation request, the Superintendent will provide a written response to the respective parties that mediation will be scheduled as appropriate.
- c. If a teacher receives two consecutive ratings of needing support, the teacher may request binding arbitration by filing a demand for arbitration with the

American Arbitration Association within 30 calendar days of receiving the Superintendent's written response.

Section 4: Evaluation Tools

- A. Joint Review: The District and the Association shall collaboratively evaluate and approve any evaluation tools prior to their adoption and implementation. This joint review process ensures that the tools are fair, valid, and reliable.
- B. Tool Selection: The selected tools must comply with state requirements and be aligned with the goals of the teacher evaluation process.

Section 5: Professional Development

- A. The district shall provide professional development opportunities aligned with the evaluation outcomes to support teacher growth.

Section 6: Confidentiality

- A. All evaluation data and documentation shall be kept confidential and shared only with those directly involved in the evaluation or layoff/recall process.

Section 7: Compliance

- A. This Article complies with PA 224 of 2023 and PA 225 of 2023 and other relevant state and federal regulations.

ARTICLE 10: VACANCIES

Definition of "Vacancy"

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

Notification (Posting) of Vacancies and Application

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided by the district via school e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be

posted at least fourteen (14) days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Awarding of Vacancies below.

Awarding of Vacancies

Vacancies may be filled by a certified and qualified internal or external candidate consistent with this article. Internal qualified applicants shall be considered for the position prior to considering external applicants. The Superintendent or designee has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

The most qualified and adequately certified internal applicant shall be considered for the position. "Most Qualified" shall be determined as follows:

- A. Employees awarded the position must have at least seventy-five percent (75%) of their year-end evaluations as a bargaining unit employee rated at least "effective" or higher. In the event no internal employee meets this criterion, then this requirement shall not apply.
- B. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - b. Credentials needed for District, school, or program accreditation;
 - c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

- d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - e. Disciplinary record, if any;
 - f. Length of service in a grade level(s) or subject area(s);
 - g. Recency of relevant and comparable teaching assignments;
 - h. Previous effectiveness ratings;
 - i. Attendance and punctuality;
 - j. Rapport with colleagues, parents, and students;
 - k. Ability to withstand the strain of teaching;
 - l. Compliance with state and federal law; and
 - m. Other relevant factors as determined by the Superintendent or designee.
- C. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

Summer School

If Summer School is scheduled, summer school teaching positions will be posted and any certified teacher may apply for such vacancy for which they are qualified.

ARTICLE 11: TRANSFERS

Definition of “Transfer”

A “transfer” shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee’s position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) included in an assignment in preK-5 (4) subject area(s) included in an assignment, (5) Lead Teacher, MAVA Instructor, or Intervention Specialist, etc., (6) Special Education assignment.

Transfer awarding of vacancies shall be first governed by the language in Article 10 pertaining to vacancies. Other transfers will be governed by this Section.

Voluntary Transfers

A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be considered unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

Involuntary Transfers

Involuntary transfers may only occur for reasonable and just cause, with the Superintendent's decision based on staffing needs of buildings and/or schedule. Employees affected by such transfers shall receive thirty (30) days' notice, specifying the reasons for the transfer and the position to which they will be transferred. The cause for involuntary transfer may include factors such as the individual's performance, a necessary reduction of force, scheduling needs, building-level requirements, or the ability to fill positions. The specifics of using involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article.

No bargaining unit employee shall be involuntarily transferred to implement a school improvement plan developed pursuant to any enacted State or Federal Laws unless required by that statute.

Teachers/Employees, unless deemed necessary, shall not be involuntarily transferred more than once in a three-year period. Every effort shall be made to limit involuntary transfers for any teacher/employee in any manner that will disrupt the learning environment.

ARTICLE 12: LAYOFF/RECALL

Acting within the approved budget, the Superintendent or its designee is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent or its designee will recommend to the Board the classroom teaching positions to be reduced.

It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a reduction in student enrollment, or a reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the procedure outlined in this Article will be used.

Teacher Layoff Process

Prior to layoff, the Board shall develop a list of necessary staff needs based upon the proposed educational program for the forthcoming school year.

- A. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one 60 calendar days (1) full semester (trimester if applicable) for layoffs during the school year.
- B. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

Teacher Layoff Criteria

Decisions about the reduction of teachers will be guided by the following criteria in the following order:

A. Certification:

- a. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
 - i. Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
 - ii. Based on documentation on file with the Superintendent's office.
- b. A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
- c. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

B. Evaluation:

- a. Retaining the most effective teachers as measured under the performance evaluation system used by the district and agreed in consultation with the EMEA.
- b. The teachers' three most recent evaluations will be used, if available.
 - i. Based on the category of effective, developing, or needing support.

C. Seniority:

- a. Length of service will be used in situations where all the above factors distinguishing the teachers between each other are equal.
- b. The district will utilize the current seniority list.

D. Discipline:

- a. Any instances of documented discipline within a teachers personnel file in the three most recent years will be used, if available.

E. Tie Breaker:

- a. The average score of the teachers' three most recent evaluations scores will be used, if available.

Teacher Recall Process

- A. If there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions.
- B. A teacher is eligible for recall for 24 months from the date the District implemented the reduction in force.
- C. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
- D. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with Article 10.
- E. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - a. Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least developing. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Article 10; or
 - b. Post the vacancy and consider all applicants if the Superintendent determines that no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.

- F. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
- G. A laid-off teacher who is offered an interview for a vacancy that meets certifications and qualifications, and who fails to appear at that interview forfeits all rights to recall and continued employment.
- H. A laid-off teacher who is recalled and fails to accept recall within ten (10) business days of the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment and be considered voluntarily resigning.

Reduction in Force and Recall of Non-Teaching Professionals Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals governed by this agreement, the Superintendent will implement the collective bargaining agreement's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

Unemployment Compensation

A teacher or Non-Teaching Professional who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.

ARTICLE 13: SENIORITY/QUALIFICATIONS

- A. Seniority is defined as length of service within the bargaining unit. All teachers will be ranked on the list in order of their seniority, including seniority date and hire

date. Unpaid leaves of absence in excess of 90 school days shall be deducted from seniority (except military and sabbatical leave.) Seniority will be based on the date approval is granted by the Board of Education.

- B. All teachers will be ranked in order of their effective date of employment. When more than one individual has the same effective date of employment, they will participate in a drawing to determine placement on the seniority list. The Association President and teachers affected will be notified via email of the date, place and time of the drawing. The drawing will be conducted openly at a time and place that will allow the affected teachers and Association representatives to be present.
- C. The seniority list shall be published and posted conspicuously in all buildings of the District by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Union. Objections to the seniority list shall be presented by October 30. Thereafter, the list shall be final and conclusive.
- D. All seniority is lost when employment is severed by resignation, abandonment, retirement, and discharge; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
- E. Any teacher who shall be transferred to an administrative position shall not accrue seniority within the bargaining unit for the duration of their assignment.
- F. "Certified" shall be defined as holding valid certification from the Michigan Department of Education.
- G. "Qualified" shall be defined as possessing a major or minor from an accredited college or university in the appropriate subjects to be taught. In addition, the following provisions shall apply:
 - a. For positions at the secondary level, teacher's certification and education shall not cause the district to lose State of Michigan or federal funding.

ARTICLE 14: LEAVE PAY

- A. All teachers will be frontloaded with twelve (12) sick days at the beginning of each new school year based on earning one (1) sick day per month of employment with the district. Sick leave does not accrue during the time a teacher is on an unpaid leave of absence. If a teacher leaves the school district having used more sick leave than sick leave earned, they are expected to repay all sick leave used in excess of sick leave earned within ninety (90) calendar days of the last sick day used, unless otherwise agreed upon. The repayment amount will be based on the "Gross Pay" that the member was paid for the unearned sick leave used. For example: If a teacher came to school one day and did not have a sick bank accumulated, was out for twelve (12) consecutive days and never returned to work, that teacher would owe the district for twelve (12) days upon their resignation.

Acceptable reasons for sick leave with pay shall be personal illness or injury and/or serious illness in the immediate family requiring the employee to be present up to thirty (30) consecutive days with the seriously ill family member. Circumstances warranting additional days for care of an ill family member may be granted by the Superintendent. For immediate family illness, the administration has the right to require the employee to provide verification from the family member's attending physician that:

- a. the individual under their care is seriously ill, and
- b. that the illness requires the employee to be present with the family member.

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

- B. Any teacher on sick leave for a longer period than the sick leave days they have accumulated, shall have one day of their salary deducted for each day's absence beyond the number of accumulated sick leave days. Employees are required to contact the building principal to share reasons for necessary deduct days. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes their short-term disability insurance, provided the short-term disability insurance is purchased by the employee. The employee shall inform the Business Office in writing, prior to the eighth (8th) day they are absent, of their intention of freezing their sick days. In the event written notice is not given, sick days will continue to be used.
- C. Employees exhausting all sick days will utilize any unused personal business days for subsequent necessary sick time.
- D. When it becomes apparent to a building principal that a teacher is abusing their sick day leave, it will be the principal's responsibility to inform the teacher involved and the teacher may be subject to discipline. If the situation still exists, the Superintendent will be notified and may have the teacher substantiate future absences for the remainder of the year.
- E. A teacher's illness/sick leave will not be charged against their sick days when school is not in session. While on paid sick leave, teachers will still earn sick days. The Board will furnish each teacher with documentation on their total sick leave and business day credit through the Employee Access Center.
- F. If, during the school year, the Superintendent or designee is not able to get a teacher excused from jury duty, the District will pay the regular salary for jury duty. Any check for such jury duty will be sent to the District.
- G. Teachers voluntarily (i.e., including retirement and resignation) leaving employment with the Board after at least ten (10) years of service in the Mason Consolidated Schools shall be paid thirty-five dollars (\$35.00) per day for each

unused accumulated sick and/or personal business leave day. Payment shall not be made for more than one hundred fifteen (115) days.

- H. Three (3) personal business days per year, with pay, shall be available to teachers for the purpose of emergency or for conducting business which cannot be normally carried on after school hours or on Saturday. Request for personal business days shall be made to the building principal at least forty-eight (48) hours in advance, unless this is not possible due to an emergency. Personal business days should not be attached to holiday breaks and should not be used on any State testing dates, District examination dates, or Professional Development days. Should any personal business day request be denied by the building principal, an appeal may be made to the Superintendent. Any teacher given approval and utilizing more personal business days than the allowable amount, shall have one day of their salary deducted for each day's absence beyond the number of allowable personal business days.
- I. Personal business days that are not used will be transferred to sick leave at the end of the school year. A total of unused sick leave days and transferred personal business days are cumulative to a maximum of one hundred (180) days. Employees paid prior to September 1, 2021 shall be grandfathered in and allowed two hundred (200) cumulative sick days. Leaves of absence with pay (e.g. sick days, personal business days) can only be taken in, half day, or whole day increments. Half day times will be determined on an annual basis by the Superintendent after in-session school hours are determined. Sick days and personal business days will be prorated if the teacher is not full-time.
- J. The Board of Education will grant each special education teacher (8) one-half ($\frac{1}{2}$) days (a total of 4 full days) off each year to meet special education case manager responsibilities. Time off must be in not less than $\frac{1}{2}$ day increments to be scheduled by mutual agreement with the principal. Approval may be revoked if the building does not have coverage for all staff vacancies. Teachers shall remain in the building to complete respective responsibilities.

- K. Leaves of absence with pay not chargeable against the teacher's sick leave or personal business day allowance shall be granted for the following reasons:
- a. Teachers shall be granted a maximum of five (5) bereavement days as needed per event for employee's parents/step, step/siblings, spouse, partner, household dependent, step/children, step/grandchild, foster child, mother-in-law, father-in-law, or grandparent. Employee may be asked to provide documentation to the building principal showing familial relationship. Up to five (5) additional days with pay, deducted from the employee's sick bank, may be granted for travel or personal business by the Superintendent at their discretion.
 - b. All employees shall be granted up to three (3) bereavement days off with pay for the death of an employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, step-grandparents, niece or nephew. Additional time shall be charged to sick leave, subject to approval of the Superintendent or their designee.
 - c. An employee may be granted time off charged to sick leave to attend the funeral of a non-family member at the discretion of the employee's supervisor.
 - d. Court appearance as a witness in any case connected with the teacher's employment of the school, except a labor dispute where the teacher is a witness adverse to the school district.
 - e. Approved visitation at other schools or for attending educational conferences or conventions.
- L. A teacher may request an unpaid childcare leave due to extenuating circumstances or employee disability which may be granted at the discretion of the Board for up to a year. The employer may require medical documentation for the requested leave for the year, as well as medical documentation to return to work.

M. A teacher may request a leave pursuant to the Family Medical Leave Act of 1993.

- a. Employees requesting and eligible for leaves subject to that Act shall be granted leaves and benefits in accordance with the Act.
- b. The twelve (12) weeks of leave per year allowed to eligible employees under the FMLA shall be based on a twelve (12) month rolling year.
- c. Any employee who fails to return on expiration of FMLA on their volition, shall repay the District the Board paid insurance. If upon expiration of FMLA, a serious illness/injury necessitates the employee's continued absence, then the employee must provide written documentation to the Superintendent from a licensed physician indicating the medically necessary reasons for the continued absence from work. If the employee is unable to work, the employee is expected to utilize all available sick time during this time. If the employee has exhausted all available sick time, their salary will be deducted on a per diem basis.
- d. The District may elect to apply the restrictions applicable to leaves for instructional employees near the end of a school term in accordance with the FMLA.
- e. Where applicable, contract leaves, paid and unpaid, shall run concurrently with FMLA leaves to the maximum permitted by law.
- f. Both the Union and the Board recognize that the Board may substitute paid leave when permitted by the FMLA.
- g. Any issue that may arise as to the FMLA shall be excluded from the grievance arbitration procedure.

N. Tenured teachers who are officers of the Union may, upon proper application, be given an unpaid leave of absence for one year without pay for the purpose of performing duties for the Union. This leave may be extended for up to one (1) year with approval of the Board of Education. Said teacher shall notify in writing the

Board of Education prior to March 1 of their intent to return for the forthcoming year.

- O. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States (limited to two years). Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.
- P. The Board may grant a leave of absence without pay to any tenured teacher to campaign for themselves, or serve in, a public office for up to two (2) years. This leave may be extended for up to one year with approval of the Board of Education. Said teacher shall notify, in writing, the Board of Education prior to March 1st of their intent to return for the forthcoming year.
- Q. Sabbatical leave for professional improvement may be permitted in accordance with Section 1235 of the Revised School Code, MCL 380.1235 and any relevant Board policy.

ARTICLE 15: PROTECTION OF TEACHERS

- A. The Board shall enforce a student code of conduct that assists every teacher in student management. If student needs require special assistance, these students will be referred to the building Student Assistance Team where this team will determine interventions, strategies, and additional referrals to support the student.
- B. Any case of assault upon a teacher performing within the scope of their authority shall be promptly reported to the Board or its designee and immediate action taken. A teacher incapacitated by such assault shall suffer no loss of compensation or benefits during the first sixty (60) workdays of such incapacity. An incapacitated teacher may use a portion share of their accumulated sick days so the employee is receiving full salary in conjunction with their Worker's Compensation pay.

- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel where the teacher acted in accordance within the scope of their authority and in good faith.
- D. Any serious complaint by a person other than an administrator directed toward a teacher shall be promptly called to the teacher's attention and the person's name making the complaint shall be made known to the teacher. A teacher may request such complaints be made in writing and may be signed by the complainant. When a serious complaint warrants an investigation resulting in discipline, the complaint may be used as evidence and may be placed in the employee's personnel file.
- E. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property. Time lost by a teacher in connection with any civil or criminal action against a student incident shall not be charged against the teacher if the teacher has acted within the scope of their responsibility.
- F. Using district phones, public address or audio systems for eavesdropping shall be strictly prohibited. District surveillance devices may be reviewed and used during an investigation of a serious matter.
- G. Each teacher shall have the right upon request, to review the contents of their own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b.
- H. A teacher shall, at all times, be entitled to have present a representative when they are being investigated. Any such meeting between the teacher and the administrator, and the Union Representative, if possible, will normally take place after the teacher's last class of the day.

ARTICLE 16: DISCIPLINE

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b.

Probationary Professional Staff

Probationary Professional Staff discipline or demotion may occur for any lawful reason.

- A. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
- B. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative.
- C. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
- D. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures for the circumstances. The District may also consider preventative measures, including training, coaching, and other remedial measures.

- E. Discipline will be confirmed in writing within 5 working days and placed in that person's personal and/or personnel file. The person's year-end performance evaluation may also reflect the discipline.
- F. The Superintendent or designee is authorized to impose discipline except for:
 - a. Nonrenewal of a probationary teacher; or
 - b. Discharge of a probationary teacher.

The Board's action may be based upon the Superintendent's or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

Tenured and Non-Probationary Professional Staff

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of Non-Teaching Professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, employee handbook, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate, in a timely manner, whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a Professional Staff member is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining

agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

- A. The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.
- B. The Superintendent or designee will give the Professional Staff member oral or written notice of the allegation(s).
- C. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
- D. The Superintendent or designee will give oral or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).
- E. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative.
- F. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
- G. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:
 - a. the seriousness of the offense;
 - b. the Professional Staff member's prior disciplinary and employment record;

- c. whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;
- d. the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;
- e. applicable federal or state law;
- f. the Professional Staff member's acceptance of responsibility;
- g. the likelihood of recurrence; and
- h. any other factors the Superintendent or designee determine are relevant.

H. Disciplinary measures may include:

- a. Verbal warning;
- b. Written warning;
- c. Written reprimand;
- d. One day (1) suspension, without pay;
- e. Three (3) days suspension without pay
- f. Further suspension(s) without pay;
- g. Discharge.

This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measure. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.

- I. Discipline will be confirmed in writing within 5 working days and placed in that person's personal and/or personnel file. The person's year-end performance evaluation may also reflect the discipline.
- J. The Superintendent or designee is authorized to impose discipline except for:

- a. the discharge of a Professional Staff member; or
- b. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

The Board's action may be based on the Superintendent's or designee's written recommendation and applicable procedures in the Teachers' Tenure Act.

- K. A tenured teacher's salary may be escrowed after tenure charges are approved by the Teachers' Tenure Act.

Association Representation

A bargaining unit employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

No bargaining unit employee shall be warned, reprimanded, or disciplined in the presence of pupils or parents.

ARTICLE 17: NEGOTIATION PROCEDURES

- A. Matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such

discussions, furnishing necessary information and otherwise constructively considering and resolving matters.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the School District. No final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and make concessions in the course of negotiations subject to ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation by the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate, in the absence of a Master Agreement.
- D. Negotiations between the parties for a new Agreement will begin at least sixty (60) days before the expiration of this contract.
- E. If necessary, the parties agree to negotiate unforeseen issues, which would require an agreement or letter of understanding during the term of this Contract.

ARTICLE 18: GRIEVANCE PROCEDURE

Definitions

- A. A grievance shall be defined as an alleged violation of the expressed terms of this contract.
- B. A "party in interest" is the person or persons or the Association making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

- C. The term "days" shall mean school days. School days will include all teachers' workdays. During summer recess, the term days shall mean administrator work days.
- D. Teachers shall have access to the grievance process during the summer recess.

Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure unless disclosure is required by law.

Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums, and every effort should be made to expedite the process. If appropriate action by the grievant or Grievance Committee is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition of the preceding level. The time limits specified may, however, be extended by mutual written agreement. All procedures herein are subject to, and shall be interpreted in conformity to, the Uniform Arbitration Act. The provisions of the agreement that are consistent with the Uniform Arbitration Act, and that may be waived under same, shall be retained.

A teacher believing they have a grievance is encouraged to first informally discuss the matter with their supervisor before filing a grievance. Every effort will be made to reasonably resolve the situation without violating District practices or policies or the Agreement.

A. Level One

An aggrieved person or the Association shall file a written request for a Level One grievance conference within five (5) working days of the date of the alleged violation with their immediate supervisor. Any such written request for a Level One conference not honored within five (5) working days of receipt of the written

request shall be deemed a waiver of such level of consideration. If the aggrieved person or the Association is not satisfied with the disposition of the Grievance at Level One or if no decision has been rendered within ten (10) working days after the Level One conference, or if no Level One conference is held within the required time limits, the grievant and/or the Association may submit the issue to Level Two. In the case of an alleged grievance involving more than one building, the grievance shall proceed directly to Level Two which must be submitted in writing by the Association within ten (10) days of the date of the grievance.

B. Level Two

Within ten (10) working days of the disposition at Level One, the grievance will be filed in writing with the Superintendent of Schools together with a request for a Level Two grievance conference. Within twenty (20) working days of this referral, the Superintendent and/or their designee will schedule and hold a Level Two grievance conference and render a decision in writing.

C. Arbitration

In the event the aggrieved person together with the Association is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within twenty (20) working days of the written Level Two grievance request, the grievance may be submitted in writing within twenty (20) days to binding arbitration. The arbitrator shall be mutually agreed to by the parties, or if they cannot agree, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground to or rely on any evidence not previously disclosed to the other. It shall be the function of the arbitrator, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

- a. It is expressly agreed that the power of the arbitrator shall be limited in each case to the resolution of the question submitted to them. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement. Arbitration shall be limited to a substantiated claim of misinterpretation, misapplication, or violation of the negotiated Agreement. When the arbitrability of the issue is challenged, the arbitrator shall first hear and rule on the question of arbitrability before hearing the merits of the issue. The decision of the arbitrator shall be final and binding on both parties, when the arbitrator has not exceeded the limitations placed upon arbitration by the provisions of this negotiated Agreement.
- b. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- c. No decision in any one case shall require retroactive adjustment in any other case.
- d. They shall have no power to establish or change salary scales.
- e. They shall have no power to rule on any of the following:
 - i. The termination of services of or failure to re-employ any probationary teacher.
 - ii. The termination of services or failure to reemploy any teacher to a position other than their basic position.
 - iii. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).

- iv. To decide matters concerning teacher evaluation, observation, assignment, discipline, layoff, or recall or matters Discretionary with the Board, except for matters expressly provided for by Section 1249 of the Revised School Code.
- v. Any question, which, under this Agreement, is within the responsibility of the management to decide.
- vi. Curriculum, textbook selection, and course content.
- vii. To hear any grievance previously barred from the scope of the grievance procedure.
- viii. To interpret state or federal law nor rule upon any matter that is prohibited subject of bargaining under Michigan law.
- ix. To change any practice, policy or rule of the Board nor substitute their judgement for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

Miscellaneous

- A. A grievance may be withdrawn at any level without prejudice or upon mutual consent of both parties.
- B. Failure by the Association to process the grievance within the time limits shall cause the grievance to be withdrawn based on the last response and barred from further consideration.
- C. No reprisals of any kind shall be taken by or against any party of interest or any participant in grievance procedure by reason of such participation.
- D. Access shall be made available to records and all pertinent information (other than confidential personnel files) used in the determination and processing of the grievance.
- E. No grievance shall be filed for or by any teacher after the effective date of their resignation.

- F. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
- G. If any bargaining unit employee for whom a grievance is sustained shall be found to have been unjustly discharged, they shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit employee shall have been found to have improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to them and their record may be cleared of any reference to this action.
- H. A bargaining unit employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.

ARTICLE 19: SCHOOL COMMITTEES

- A. PLC leaders and grade level teams or departments will make up committees, as needed, that will work on alignments, assessments, research-based strategies, curriculum and materials and other such topics of importance to the School District.
- B. It will be the District's priority to have meetings take place during the school day. After school committee meetings, when voluntary, will not be compensated. Teachers will be compensated for any mandatory after school committee meetings not covered in this agreement.
- C. When a voluntary school committee establishes the need for new programs or changes in existing programs, an opportunity for all teachers affected by the program who wish to participate in the planning, implementation, and evaluation of those new programs or changes will be provided. The teachers affected shall be allowed adequate representation in the decision-making process for new programs or changes in existing programs. Those affected will be notified and kept informed of the development of such a program and/or a change in existing

programs. The final decision for program implementation and/or changes in existing programs lies with the administration.

- D. In the event there are no volunteers for necessary committee positions, teachers will be assigned by the administration.

ARTICLE 20: MISCELLANEOUS PROVISIONS

- A. Teachers who are going to be absent for any part of the school day must report their absence utilizing the District's substitute system. Even if a substitute is not required, the system must be notified of the absence. The automated system is operational 24 hours per day, seven days per week. In order to ensure the best substitute teacher available, it is necessary to know at the earliest feasible time the fact that a teacher will be absent from work. If at all possible, teachers are highly encouraged to report absences via the system the evening before, but except in cases of emergency the teacher should report the absence no later than ninety (90) minutes before school is scheduled to start on the day of the absence. Teachers who fail to report absences as outlined above may lose the day in pay and may be disciplined.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except as permitted by law, but all other provisions or application shall continue in full force and effect.

- D. In order for the Board to comply with certain budget deadlines, the Union agrees that it will aid and assist the teacher in returning to the Board on or before April 30th of each year all letters of intent for the ensuing school year.
- E. No teacher on continuing tenure shall discontinue their service with any controlling board except by mutual consent, without first giving written notice to said controlling board at least 60 days before September 1st of the ensuing school year. Any teacher discontinuing their services in this section shall forfeit their rights to continuing tenure previously acquired under this Act. MCL 39.111(1) (Around July 3).
- F. Each teacher is responsible for their own certification. The certificates are due in the Superintendent's office prior to the expiration of the current certificate. Any loss of state aid because a teacher isn't properly certified shall be deducted from the salary of the teacher involved.
- G. When standardized tests are given, teachers will not be required to grade them but will analyze the results.
- H. A reasonable effort will be made to provide the agenda for regularly scheduled Board meetings to all members of the bargaining unit prior to the regular Board meeting via email.
- I. The Board has the right to demand a clinical examination, either physical or mental or both, at Board expense, if not covered by the Teacher's insurance, when in its estimation, the health of the teacher is such as to make them unfit for service in the school system. The teacher may select a second Doctor at their expense, and a third Doctor shall be used if necessary at divided cost.
- J. An employee employed in two or more positions shall be considered to be in the bargaining unit which provided more than fifty (50) percent time performing bargaining unit work for the purpose of leave pay and health benefits.
- K. The parties to this contract mutually recognize and hereby incorporate in writing their past practice of paying teaching employees on days when school is closed

due to inclement weather, severe storms, fires, epidemics or health conditions. Both parties recognize, that should the number of days/hours that school is closed due to inclement weather, severe storms, fires, epidemics or health conditions exceed the number of days/hours allowed under the State School Aid Act and the Revised School Code, additional days will be added to the end of the school year in order to comply with mandatory hour/day requirements delineated in the statutes. Teachers will not be compensated for any such make up days that are required in order for the District to receive full funding under the State School Aid Act as amended.

- L. The Board shall have the right to amend its student discipline code and policies referred to in this Agreement provided that doing so does not change teachers' hours, or terms and conditions of employment.
- M. Teachers who receive unemployment compensation during breaks or the summer, and have not been notified of layoff, and who return for their regularly scheduled work shall reimburse the Board for unemployment compensation received.
- N. In the event that a new agreement is not reached by the expiration date of the current Master Agreement, all scheduled salary increases may be temporarily suspended. This suspension will remain in effect until a new agreement is finalized and ratified by both parties. If a salary suspension is necessary and a new agreement is not ratified by the first required reporting date of the school year, then employees will receive an off-schedule payment of \$500 to be paid the second pay of September. It is understood that the off-schedule payment will be made annually, until the contract is ratified by both parties. All new employees will be exempt from this during their first year of employment. Upon ratification of the contract, bargaining unit members will receive full retroactive pay adjustments no later than the second pay of the following month. The Association President(s) will be informed of specific timelines and shall communicate these timelines to all members.

ARTICLE 21: HEALTH BENEFITS

The Board of Education shall contribute up to the “hard cap” amounts per 2011 Public Act 152 toward health/medical insurance coverage up to and including full family sponsored dependents, up to age 26 for all teachers for a full 12-month period. Employees will contribute toward the cost of health/medical insurance for premium costs above the Board’s contribution through automatic payroll deduction. Should health/medical insurance premiums fall below the “hard cap” the Board of Education shall contribute the difference up to the “hard cap” directly to the employee each month in payroll (payment is subject to tax) for Options 1 & 2 or to the individuals HSA for Options 3 & 4.

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

The insurance plan year is January 1st – December 31st.

Group Term Life Insurance/AD&D

The Board of Education shall provide at no cost to the employee \$25,000 Life / \$25,000 AD & D to Full/Part Time teachers who take medical insurance.

The Board of Education shall provide at no cost to the employee \$40,000 Life / \$40,000 AD & D to Full/Part Time teachers who take cash in lieu.

Health Care Insurance

The Board of Education shall provide following options:

A. Plan A:

1. BCBSM Simply Blue PPO 100% (No Coinsurance) \$1500/\$3000 deductible in-network with out-of-pocket maximum in-network \$8150-\$16,300 insurance coverage. Employees shall be subject to \$30 office visit co-pay, \$30 specialist office visit co-pay, \$30 urgent care co-pay, and \$150 emergency room co-pay.

Prescription coverage of \$15 generic, \$30 preferred brand, \$60 nonpreferred brand and mail order 2x (90 supply @ 2-month out of pocket cost).

2. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$2000/\$4000 HSA in-network with out-of-pocket maximum in-network \$4000/\$8000 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and coinsurance. Prescription coverage subject to deductible then \$15 generic, \$30 preferred brand, \$60 nonpreferred and brand mail and order 2x (90 supply @ 2-month out of pocket cost).
3. BCBSM Simply Blue PPO 80%/20% (Coinsurance) \$3500/\$7000 HSA in-network with out-of-pocket maximum in-network \$4500/\$9000 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and coinsurance. Prescription coverage subject to deductible then \$15 generic, \$30 preferred brand, \$60 nonpreferred brand and mail order 2x (90 supply @ 2-month out of pocket cost).
4. BCBCM Simply Blue MVP PPO 100% (No Coinsurance) \$6350/\$12700 HAS in-network with out-of-pocket maximum in-network \$6350/\$12700 insurance coverage. Office visit, specialist office visit, urgent care, and emergency room are subject to deductible and 100% covered after deductible. Prescription coverage subject to deductible then 100% covered after deductible.

B. Plan B:

Cash in Lieu - An amount equivalent to the Board's medical benefit plan cost up to \$500 per month shall be contributed on behalf of the employee completing application toward other options provided in this contract on the conditions that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible

for cash in Plan B; Cash in lieu. This does not include health insurance purchased by the employee through “marketplace”.

C. Dental Insurance

The Board of Education shall provide at no cost to the employee 75/75/50/\$1000/50 Principal Dental Insurance Coverage to Full/part-time teachers.

D. Vision Insurance

The Board of Education shall provide at no cost to the employee VSP Choice Network Vision Insurance Coverage.

All insurance benefits provided by this agreement shall be subject to review and change of carrier pursuant to the School District bidding procedures during the life of this agreement. Benefits shall remain substantially equivalent. Any change(s) in benefits or carriers are subject to mutual agreement by the parties.

ARTICLE 22: CALENDAR

- A. The parties agree to meet and negotiate the school calendar for the following school year no later than six (6) weeks prior to the projected ending date of each school year.
- B. When such days are rescheduled, in order to provide the required number of days/hours of instruction for the District to receive full state aid pursuant to the State Aid Act, all teachers shall be required to report to work. The rescheduling of such days shall not entitle employees to additional compensation, nor shall such days operate to reduce compensation, delay compensation or increase the work time of employees. Rescheduled days shall be added to the end of the school year unless otherwise mutually agreed to by both parties.

ARTICLE 23: DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 2024 and shall continue in effect until July 31, 2026.

WITNESSETH:

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their representatives on the 18th day of July 2024.

The parties agree to reopen the collective bargaining agreement to renegotiate employee health benefits if the current carrier changes or no longer provides benefits in their current form, or if a substantial increase of insurance costs to the District or employees necessitates a reopener. Additionally, parties agree to reopen the collective bargaining agreement to discuss a wage reopener if the Mason Consolidated Schools fund balance falls below 12%.

FOR THE UNION

Susan Costello
President

Carson Markey
Bargaining Team Member

A. G. Bonelli
Uniserv Director

7-18-24
Date

FOR THE BOARD

Gamie Otting
Board President

Gamie Skapp
Board Secretary

Kelli Tule
Superintendent

7-18-24
Date

Mason Consolidated Schools
SALARY SCHEDULE A: 2024-2025

Step	BA	MA
1	\$39,607.00	\$43,440.00
2	\$41,917.00	\$45,839.00
3	\$44,364.00	\$48,374.00
4	\$46,954.00	\$51,049.00
5	\$49,697.00	\$53,874.00
6	\$52,602.00	\$56,857.00
7	\$55,678.00	\$60,006.00
8	\$58,935.00	\$63,330.00
9	\$60,703.00	\$65,230.00
10	\$62,524.00	\$67,187.00
11	\$64,400.00	\$69,203.00
12	\$66,332.00	\$71,278.00
13	\$68,321.96	\$73,416.34

Mason Consolidated Schools
SALARY SCHEDULE A: 2025-2026

Step	BA	MA
1	\$39,607.00	\$43,440.00
2	\$41,917.00	\$45,839.00
3	\$44,364.00	\$48,374.00
4	\$46,954.00	\$51,049.00
5	\$49,697.00	\$53,874.00
6	\$52,602.00	\$56,857.00
7	\$55,678.00	\$60,006.00
8	\$58,935.00	\$63,330.00
9	\$60,703.00	\$65,230.00
10	\$62,524.00	\$67,187.00
11	\$64,400.00	\$69,203.00
12	\$66,332.00	\$71,278.00
13	\$68,321.96	\$73,416.34
14	\$70,371.62	\$75,618.83

Longevity Pay

At the Beginning of Year 14-19 Acknowledged Years of Service: \$1,100

At the Beginning of Year 20-24 Acknowledged Years of Service: \$1,200

At the Beginning of Year 25+ Acknowledged Years of Service: \$1,350

Longevity payout will be the 1st pay in December.

SALARY SCHEDULE CONTINUATION

Teachers coming into the system from other systems may receive teaching or job related experience credit on the present (adopted) schedule if recommended by the Superintendent and determined by the Board in its discretion.

Two (2) years will be allowed for military service but the teacher must have teaching experience before military service is allowed. Any teacher hired after the first day of school shall be granted the subsequent salary step the following school year, unless prohibited by terms of the collective bargaining agreement.

When a teacher is awarded an advanced degree, a letter stating the date of graduation, formal degree earned, and an official transcript must be sent to the Superintendent's office. Following receipt of these documents, the teacher will be moved to the appropriate level on the salary schedule on September 1st.

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

SCHEDULE B: EXTRA COMPENSATION

- A. Secondary teachers teaching more periods than a normal load shall be paid an additional rate of pay commensurate with the formula $1/n$ times base pay, and n equals the number of periods of instruction per day.
- B. The Lead Teacher and Intervention Specialist will be paid per diem for required time beyond the normal school year as scheduled and approved by the Superintendent.
- C. The stipend for PLC leaders will be \$1,000 annually. PLC leaders will consist of one experienced and approved teacher per grade level at the elementary school and one experienced and approved teacher per area of Math, Science, English, Social Studies, and electives/specials at the middle school and high school.
- D. The stipend for the Sex Education Coordinator will be \$500 annually.
- E. The stipend for the Health and Wellness Committee Chair will be \$500 annually.
- F. The stipend for mentors will be \$500 annually. Mentors may not have more than two assigned mentees each year.
- G. The stipend for the CTE certified teacher will be \$1,500 annually.
- H. All reasonable expenses for conferences, if approved by administration, will be reimbursed. Reimbursement will be made for meals (administration shall set a reasonable limit on the amount to be reimbursed per meal), transportation, registration fees, hotel accommodations, or any approved expense so long as proper documentation is provided for such reimbursement. When a teacher must use their personal automobile in the performance of their job, reimbursement will be made at the annual IRS mileage rate.
- I. When a substitute teacher is needed and it is a situation in which substitutes are normally hired, or should be hired, then the teacher who agrees to supervise the class will be compensated at the following rate:
 - a. 0-65 minutes - \$40

b. 66+ minutes - \$45

Teachers shall not be paid for more than one class period per day on a substitute basis.

- J. Schedule B will be reviewed on an annual basis by a joint committee of administration and teachers prior to July 1 each year.
- K. Employees receiving an effective evaluation will receive \$350. Payment will be issued after final evaluations have been completed and sent to the Superintendent's Office.
- L. Schedule B positions eligible for awarded stipends from other revenue sources shall receive the stipend from the alternative source. If the alternative source stipend does not meet the current Schedule B amount, the difference will be awarded to the employee holding the Schedule B position.
- M. Employees who have been approved to split Schedule B positions shall have stipend amounts split equally.

**Mason Consolidated Schools
SCHEDULE B STIPENDS**

Activity	Stipend if Activity is Performed
HS – Band	\$1,860.00
HS – Choir	\$460.00
HS – 12 th Grade Advisor	\$785.00
HS – 11 th Grade Advisor	\$785.00
HS – 10 th Grade Advisor	\$500.00
HS – 9 th Grade Advisor	\$500.00
HS – Drama	\$1,325.00
HS – Esports	\$200.00
HS – NHS	\$610.00
HS – Quiz Bowl	\$400.00
HS – SPLT	\$400.00
HS – STEM	\$1,200.00
HS – Student Council	\$1,065.00
HS –Yearbook	\$1,325.00
HS –Youth in Government	\$730.00

MS – Choir	\$490.00
MS – Eighth Grade Trip	\$1,250.00
MS – NHS	\$700.00
MS – Quiz Bowl	\$800.00
MS – STEM	\$1,430.00
MS – Student Council/SPLT	\$900.00
MS –Yearbook	\$500.00
MS – Young Authors	\$95.00
MS –Youth in Government	\$660.00
MS – Math Counts	\$545.00
MS – PBIS	\$815.00
ES – Camp Storer	\$1,500.00
ES – Quiz Bowl	\$525.00
ES – Student Council	\$425.00
ES – Young Authors/Literacy	\$220.00
ES – Music Program	\$500.00
ES – STEM	\$500.00
Total Schedule B Payout	\$24,000.00