

ERIE-MASON EDUCATION ASSOCIATION

AND

MASON CONSOLIDATED BOARD OF EDUCATION

AGREEMENT

This Agreement entered into this 19th day of August, 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, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.

F. To adopt rules and regulations for the operation and management of the schools and the School District.

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, 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, and the reference to male teachers shall include female teachers. 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 14 have been followed.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she 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 his/her membership or non-membership in the Union, his/her participation or non-participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her 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 insure 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.

- 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 his/her 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 his/her 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 Action 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 for the Mason Teachers' Scholarship Fund. This includes 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 approved by the principal.
- 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.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the lawful activities of any employee organization.
 - 1. The Board shall provide the Union President and/or his 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 his 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. Attendance at graduation, academic awards programs and other District/building events will be highly encouraged and strongly supported by the Union.
- 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

- A. The teachers' work day 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. Unit meetings do not include meetings of unit leaders. 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:
 - 1. Secondary (grades 6-12) teachers shall have a period equal in length to a regular class period.
 - 2. 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

The parties shall discuss balancing of classes.

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 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 restroom and 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. Teachers are to pay for all personal long distance calls
- E. No teacher shall leave building grounds in which he/she teaches 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 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. A computer and printer will be placed in each staff lounge.
- 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 the first day of school for teachers. All teachers will be expected to have their classroom ready for students on the beginning day of school.

**ARTICLE 9
VACANCIES**

- A. Whenever any vacancy in any bargaining unit position occurs or a new bargaining unit position is created, the Board shall publicize the same by sending or mailing written notice of such vacancy to the President of the Union, and provide for appropriate posting in every staff lounge. In the event of a vacancy outside of the school year, written notice of the position will be sent to the President and Secretary of the Association. Postings will be posted pursuant to board policy.
- B. Any certified teacher may apply for such vacancy.

**ARTICLE 10
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 and time of day the teacher signs the interim contract pending approval by the Board of Education.
- B. 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.

- C. 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.
- D. Any teacher who shall be transferred to an administrative position shall not accrue seniority within the bargaining unit for the duration of his or her assignment.
- E. "Certified" shall be defined as holding valid certification from the Michigan Department of Education.
- F. "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:
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 11

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:

1. the individual under his/her care is seriously ill, and
2. 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 he/she has accumulated, shall have one day of his/her 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 his/her 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 he/she is absent, of his/her intention of freezing his/her sick days. In the event written notice is not given, sick days will continue to be used.
- C. When it becomes apparent to a building principal that a teacher is abusing his 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 his/her 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 his/her total sick leave and business day credit.
- F. If, during the school year, the Superintendent 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 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 requesting and utilizing more personal business days than the allowable amount, shall have one day of his/her 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. 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:
1. Teachers shall be granted a maximum of five (5) bereavement days as needed per event for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law,

grandparents-in-law, children, grandchildren, step related family members and grandparents, or permanent residents of the employee's household. Employee may be asked to provide documentation to the building principal showing familial relationship. Five (5) additional days with pay may be granted for travel or personal business by the Superintendent at his/her discretion. An employee may submit a request to the Superintendent for up to five (5) paid funeral leave days due to the death of an individual whose relation with the present employee warrants such attendance. The employee's personal business days, if any, will be allocated first followed by days from the employee's sick bank assuming personal days have been exhausted.

2. 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.
3. Approved visitation at other schools or for attending educational conferences or conventions.

K. 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.

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

1. Employees requesting and eligible for leaves subject to that Act shall be granted leaves and benefits in accordance with the Act.
2. 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.
3. Any employee who fails to return on expiration of FMLA on his/her 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, his/her salary will be deducted on a per diem basis.

4. 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.
 5. Where applicable, contract leaves, paid and unpaid, shall run concurrently with FMLA leaves to the maximum permitted by law.
 6. Both the Union and the Board recognize that the Board may substitute paid leave when permitted by the FMLA.
 7. Any issue that may arise as to the FMLA shall be excluded from the grievance arbitration procedure.
- M. 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 his/her intent to return for the forthcoming year.
- N. 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.
- O. The Board may grant a leave of absence without pay to any tenured teacher to campaign for himself/herself, 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 1 of his/her intent to return for the forthcoming year.
- P. 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 12

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 appropriate agency.
- B. Any case of assault upon a teacher performing within the scope of his/her 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 his/her accumulated sick days so the employee is receiving full salary in conjunction with his/her 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 his/her 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 his/her 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 his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. However, any documents pertaining to unprofessional

conduct in the teacher's personnel file shall be governed by Section 1230(b) of the Revised School Code, MCL 380.1230b.

- H. A teacher shall, at all times, be entitled to have present a representative when he/she is 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 13

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 14
GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by a teacher, that there has been an improper interpretation or application of the terms of this Agreement.
2. The term “teacher” shall include any group of teachers who are certified and who are under the Recognition clause.
3. A “party of interest” is the person or persons making the 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 grievance.
4. The term “days” when used in this Article shall, except where otherwise indicated, mean working administration days.
5. The “grievant” is the person or persons, including the Union, making the claim.

B. Purpose

The primary purpose of this procedure set forth in this Article is to secure in the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure. Nothing shall be construed as limiting the right of any member of the Union having a grievance to discuss the matter formally with any appropriate member of the administration.

The Grievance Procedure beyond Level Four (4) shall not apply to the following areas, and that should a dispute arise in such areas the remedy shall be the first four (4) levels of the Grievance Procedure and, where applicable, those procedures provided under the Tenure Act: (1) discharge and demotion; (2) termination of probationary teachers; (3) evaluation; (4) layoff/recalls (5) assignment and placement; (6) merit pay (7) prohibited subjects of bargaining.

C. Procedure

In the event a grievance is pending as of June 1st, it shall be resolved prior to the beginning of the next ensuing school year. In this case, the term “days” shall mean working days. A number of days at each level should be considered a maximum and

every effort should be made to expedite the process. The time limits may be extended by mutual consent.

1. Level One

An alleged grievance shall first be discussed informally with the principal within ten (10) working days of the alleged violation. The grievant, at his/her option may be represented by the Union in the discussion.

2. Level Two

If the grievance is not resolved at Level One, the grievance may be submitted, within ten (10) working days of the discussion at Level One, in writing to the principal. The principal shall render a decision in writing within ten (10) working days.

3. Level Three

If the decision at Level Two does not resolve the grievance, the grievant may appeal the decision in writing within ten (10) working days of said decision to the Superintendent and request a meeting. Within ten (10) working days after the written request is filed with the Superintendent, he/she shall have a meeting with the grievant and/or the Union representative concerning the alleged grievance. Within ten (10) working days after said meeting the Superintendent shall, in writing, render his/her decision upon the grievance.

4. Level Four

If the Association is not satisfied with disposition of the grievance by the Superintendent, or if no disposition has been made within ten (10) working days, the grievance shall be presented in writing by the Union to the Board within ten (10) working days from the date of the Superintendent level disposition, and the Board shall meet with the representative of the Union for the purpose of conducting a hearing at a time mutually agreeable to them. The appeal shall be in writing and shall state the reason or reasons as to why the decision of the Superintendent was not satisfactory.

5. Level Five

If the alleged grievance is not settled at Level Four, the matter may be referred to arbitration by either party ten (10) working days from the date of the Board's

written decision at Level Four and to the American Arbitration Association. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association. A teacher or group of teachers shall not be authorized to process a grievance to Level Five without the consent of the Union. The arbitrator shall hear the grievance in dispute and shall render his/her decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws.

The arbitrator's fee and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any non-teacher witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

All time limits stated above may be extended by mutual consent of both parties. Failure by the union to process the grievance within the time limits shall cause the grievance to be withdrawn on the basis of the last response and barred from further consideration.

- D. Any party of interest may be represented at all meetings or hearings at any level of the grievance procedure by another teacher or other person. However, any teacher in no event shall be represented by an officer, agent, or other representative of any organization other than the Union, or its parent organization. Further, when a teacher

is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

- E. A grievance may be withdrawn without prejudice or record, at any level. However, if, in the judgment of the Union the grievance issue affected a group of teachers, the Union may process the grievance at the appropriate level. Failure to appeal a decision at any level by either the grievant or the Union within the specified time limits shall be deemed an acceptance of the decision at that level. The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants. Forms for filing and processing grievances shall be prepared and distributed by the Union in cooperation with the Superintendent. Access shall be made available to all parties of interest, of places and records for all information necessary to the determination and processing of the grievance.
- F. All arbitration hearings will be held at a mutually agreed upon location within the School District.

ARTICLE 15

SCHOOL COMMITTEES

- A. Unit 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.
- 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 16

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. It is necessary for each teacher to obtain a PIN number. Assistance with this responsibility can be obtained from Business Office personnel. 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 that the Board may 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. Each teacher is responsible for his/her own certification. The certificates are due in the Superintendent's office by the beginning of each school year. Any loss of state aid because a teacher isn't properly certified shall be deducted from the salary of the teacher involved.
- F. When standardized tests are given, teachers will not be required to grade them but will analyze the results.
- G. A reasonable effort will be made to provide the agenda for the regular scheduled Board meetings to all members of the bargaining unit on the Friday prior to the regular Board meeting via email.
- H. 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 him unfit for service in the school system. The teacher may select a second Doctor at his/her expense, and a third Doctor shall be used if necessary at divided cost.
- I. 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.
- J. 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. On days when school is called due to inclement weather, if at all possible, the buildings will be open for teachers to make use of the facilities. 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.

- K. 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.
- L. 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.

ARTICLE 17
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 his/her 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 1 – December 31.

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:

Plan A:

1. BCBSM Simply Blue PPO 100% (No Coinsurance) \$1000/\$2000 deductible in-network with out-of-pocket maximum in-network \$6350/\$12,700 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) \$1400/\$2800 HSA in-network with out-of-pocket maximum in-network \$2250/\$4500 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.

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.

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.

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 18

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, 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.
- C. On days when school is called due to inclement weather, if at all possible, the buildings will be open for teachers to make use of the facilities.

ARTICLE 19

DURATION OF AGREEMENT

This Agreement shall be effective as of August 20, 2021 and shall continue in effect until July 31, 2024.

WITNESSETH:

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their representatives on the 20th day of August, 2021.

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 necessitate a reopener.

FOR THE UNION

Carson Mantley

President

Susan Costello

Bargaining Team Member

Chris Desic

Uniserv Director

8.20.21

Date

FOR THE BOARD

Board President

Board Secretary

Kelli Ull

Superintendent

8-20-21

Date

**MASON CONSOLIDATED SCHOOLS
SALARY SCHEDULE A
2021-2023**

Step	BA	BA+20	MA	MA+20	EDS
1	\$36,075	\$36,873	\$39,776	\$40,558	\$41,683
2	\$38,157	\$39,022	\$42,013	\$42,798	\$43,883
3	\$40,361	\$41,298	\$44,377	\$45,162	\$46,200
4	\$42,693	\$43,708	\$46,876	\$47,659	\$48,640
5	\$45,162	\$46,260	\$49,517	\$50,295	\$51,211
6	\$47,775	\$48,963	\$52,307	\$53,078	\$53,918
7	\$50,541	\$51,825	\$55,256	\$56,017	\$56,770
8	\$53,467	\$54,855	\$58,373	\$59,119	\$59,773
9	\$56,565	\$58,064	\$61,667	\$62,394	\$62,937
10	\$58,262	\$59,806	\$63,517	\$64,266	\$64,825
11	\$60,010	\$61,600	\$65,423	\$66,194	\$66,770
12	\$61,810	\$63,448	\$67,385	\$68,180	\$68,773
13	\$63,664	\$65,352	\$69,407	\$70,225	\$70,836

All employees will remain at their respective 2020-2021 step designation for the 2021-2022 salary schedule.

**MASON CONSOLIDATED SCHOOLS
SALARY SCHEDULE A
2023-2024**

Step	BA	BA+20	MA	MA+20	EDS
1	\$36,616	\$37,426	\$40,373	\$41,166	\$42,308
2	\$38,729	\$39,607	\$42,643	\$43,440	\$44,541
3	\$40,966	\$41,917	\$45,043	\$45,839	\$46,893
4	\$43,333	\$44,364	\$47,579	\$48,374	\$49,370
5	\$45,839	\$46,954	\$50,260	\$51,049	\$51,979
6	\$48,492	\$49,697	\$53,092	\$53,874	\$54,727
7	\$51,299	\$52,602	\$56,085	\$56,857	\$57,622
8	\$54,269	\$55,678	\$59,249	\$60,006	\$60,670
9	\$57,413	\$58,935	\$62,592	\$63,330	\$63,881
10	\$59,136	\$60,703	\$64,470	\$65,230	\$65,797
11	\$60,910	\$62,524	\$66,404	\$67,187	\$67,772
12	\$62,737	\$64,400	\$68,396	\$69,203	\$69,805
13	\$64,619	\$66,332	\$70,448	\$71,278	\$71,899

Longevity Pay

At the Beginning of Year 14-19 Years Service	\$1,100
At the Beginning of Year 20-24 Years Service	\$1,200
At the Beginning of Year 25+ Years Service	\$1,350

Longevity payout will be the 1st pay in December.

SALARY SCHEDULE CONTINUATION

Teachers coming into the system from other systems shall receive credit up to a maximum of three (3) years on the present (adopted) schedule, and the Board may grant up to six (6) years on the present (adopted) schedule as 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. No teacher coming into the system shall earn more than a teacher presently employed with the same number of years' experience. Any teacher serving in the system prior to the date that is half way through the school year will be credited with a full year.

When a teacher is awarded an advanced degree or credits, a letter stating the date of graduation, credits or 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. No retroactive salary adjustments will be given.

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 Student Services Coordinator will be paid per diem pay for required time beyond the normal school year as scheduled and approved by the Superintendent.
- C. The stipend for unit leaders will be \$710.00 annually. Unit leaders will consist of one tenured teacher per grade level at the elementary school and one tenured 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 \$710.00 annually.
- E. The stipend for mentors will be \$500.00 annually.
- F. The stipend for the CTE certified teacher will be \$1,500.00 annually.
- G. All 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 his/her personal automobile in the performance of his/her job, reimbursement will be made at the annual IRS mileage rate.
- H. 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:
 - 25-60 minutes - \$35.00
 - 61-80 minutes - \$40.00
 - 81+ minutes - \$45.00

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

- I. Schedule B will be reviewed on an annual basis by a joint committee of administration and teachers prior to July 1 each year.
- J. Employees receiving an effective evaluation will receive \$350 and those receiving a highly effective evaluation will receive \$500. Payment will be issued after final evaluations have been completed and sent to the Superintendent's Office.

**MASON CONSOLIDATED SCHOOLS
SCHEDULE B**

Activity	Stipend if Activity is Performed
Band	\$1,800.00
HS – Choir	\$400.00
HS – 12 th Grade Advisor	\$680.00
HS – 11 th Grade Advisor	\$670.00
HS – 10 th Grade Advisor	\$300.00
HS – 9 th Grade Advisor	\$300.00
HS – Drama	\$1,405.00
HS – NHS	\$550.00
HS – Quiz Bowl	\$400.00
HS – Science Olympiad	\$1,115.00
HS – Student Council	\$1,020.00
HS –Yearbook	\$1,360.00
HS –Youth in Government	\$670.00
MS – Choir	\$380.00
MS – Eighth Grade Trip	\$1,150.00
MS – NHS	\$550.00
MS – Quiz Bowl	\$590.00
MS – Science Olympiad	\$1,500.00
MS – Student Leadership	\$630.00
MS –Yearbook	\$815.00
MS – Young Authors	\$147.00
MS –Youth in Government	\$570.00
MS – Math Works	\$485.00
MS – PBIS	\$600.00
ES – Camp Storer	\$1,370.00
ES – Quiz Bowl	\$400.00
ES – Student Council	\$300.00
ES – Talent Show	\$425.00
ES – Young Authors	\$568.00
ES – Music Program	\$370.00
ES – Science Olympiad	\$480.00
Total Schedule B Payout	\$22,000.00