

AGREEMENT  
BETWEEN THE

MASON COUNTY CENTRAL  
BOARD OF EDUCATION

AND THE

MASON COUNTY CENTRAL  
EDUCATION ASSOCIATION

2012-2013

2013-2014

2014-2015

Mason County Central School District  
300 W Broadway  
Scottville MI 49454-1095

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

This Agreement entered into this 23rd day of June, 2014, by and between the Board of Education of the Mason County Central School District of Scottville and Mason County, Michigan, hereinafter called the "Board," and the Mason County Central Education Association, hereinafter called the "Association."

WITNESSETH

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

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

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

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

ARTICLE I  
RECOGNITION

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

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

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

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

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

ARTICLE II  
MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees which affect adversely the school system.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees. No transfer shall be made without prior consultation with the teachers.
3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the

4. To supervise the means and methods of instruction, to decide the selection of textbooks and other teacher materials and the use of teaching aids of every kind and nature.

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

### ARTICLE III

#### TEACHER RIGHTS AND RESPONSIBILITIES

A. Military leave shall be in accordance with Act 145 of the Public Acts of 1943 as amended.

B. The Association has the right to use school building facilities at all reasonable hours for meetings in accordance with school board policy.

The Board and the Association mutually recognize and agree that teachers have rights and responsibilities under the Michigan Public Employment Relations Act, Michigan General School Laws and the federal and state constitutions, including recourse through the courts and governmental agencies. It is, however, mutually agreed that this Paragraph is not subject to the Grievance Procedure and any disagreement of the interpretation or application of these laws and regulations are likewise not subject to the Grievance Procedure, Article V, of this Agreement.

C. The Association may request, from time to time, information relative to problems to be discussed. Information will be in the form of standard school reports such as the adopted budget, the annual audit and other reports adopted by the Board of Education and normally provided to the public.

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

### ARTICLE IV

#### INCLEMENT WEATHER

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

ARTICLE V  
GRIEVANCE PROCEDURE

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

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

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

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

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

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

The Board hereby designates the Elementary Principal, the Middle School Principal and the Senior High School Principal to act as its representatives at Level One as hereinafter described and the Superintendent or designated representative to act at Level Two as hereinafter described

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

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

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

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

E. Level One

A grievant believing themselves wronged by an alleged violation of the expressed provisions of this contract shall, within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. Within ten (10) days of the alleged occurrence, the grievant shall reduce the grievance to writing if it has not been resolved as a result of the oral discussion. The ten (10) days may be extended by mutual written agreement between the principal and the grievant. If no resolution is obtained within three (3) days of submission of the written grievance, the grievant shall proceed within eight (8) days of submission of the written grievance to Level Two.

Level Two

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

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

Level Three

Upon proper application as specified in Level Two, the Board shall allow the teacher or their Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled, which shall not be later than thirty (30) days after filing of the grievance with the Board. Within seven (7) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than seven (7) days after the initial hearing.

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

Level Four (Binding Arbitration)

Section 1. If the alleged grievance is not settled at Level Three, the matter may be referred to



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

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

Section 3. The arbitrator shall only act upon alleged violations, misapplications or misinterpretations of the expressed provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of either party's rights and responsibilities except as they have been limited by the terms of this Agreement. The Arbitrator shall not add to, subtract from, disregard, alter or modify any terms of this Agreement or establish salary scales. The Arbitrator shall have no power to change any policy of the Board nor substitute their judgment for that of the Board as to the reasonableness of any such policy.

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

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

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

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

- G. The Association shall have the right to initiate a grievance involving the right of a group of teachers without their expressed approval in writing thereon.
- H. All preparation, filing and presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations unless the Board or its designated representatives request otherwise.
- I. In the event a grievance is filed on or after the first of June, every effort shall be made by both the Board Grievance Committee and the Association Grievance Committee to resolve same prior to the beginning of the next school year.
- J. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- K. There shall be no reprisals of any kind by administrative personnel taken against any party in the interest of their Association Representative or any other participant in the procedure set forth herein by reason of such participation. The Association or its members shall take no reprisals of any kind against any administrative personnel or Board member by reason of participation in a grievance procedure.
- L. The filing of the grievances shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance so long as such action is consistent with provisions of this Agreement.
- M. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance so long as such action is consistent with provisions of this Agreement.

## ARTICLE VI

### PROFESSIONAL COMPENSATION

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

1. Paid every two weeks in twenty-six (26) equal pays (or 27 pays when the calendar dictates)
2. Paid every two weeks in twenty-one (21) equal pays
3. Paid every two weeks and computed by receiving pay method number one (1) and receiving the remainder of their pay the second pay period in June. The first pay of the 2014/15 school year is September 12, 2014.

## ARTICLE VII

### PUPIL/TEACHER RATIO

- A. It is mutually agreed that the Board and Association's goal, is a maximum classload of twenty –four (24) students in Kindergarten and first grade and twenty-seven (27) students in grades two through five. If the K-5 classroom load exceeds these recommended maximums, upon written request of the classroom teacher one hour of assistance to the teacher per day will be provided for each student over these maximums on the Monday following the first official count day. No grade K-1 classroom shall exceed twenty-six (26) and no grade 2-5 classroom shall exceed twenty-nine (29) unless mutually agreed. These student maximums shall remain in force for the duration of this contract.
- B. It is mutually agreed that the Board and Association's goal is a maximum class load of thirty (30) students grades 6-8. These maximums apply to the core academic subjects exclusively, those being math, language arts, science, and social studies. If the maximum is exceeded, upon written request of the teacher, one additional hour of assistance to the teacher per day will be provided for each student above thirty (30) to a maximum of two additional hours of aide time per day. Unless mutually agreed upon, the maximum class size in grades 6-8 shall be thirty-two (32) in the core areas defined above.
- C. It is mutually agreed that the Board and Association's goal is a maximum class load of thirty-two (32) students in grades 9-12. These maximums apply to the core academic subjects exclusively, those being math, language arts, science and social studies. If the maximum is exceeded, upon written request of the teacher, one additional hour of assistance to the teacher per day will be provided for each student above thirty-two (32) to a maximum of two additional hours of aide time per day. Unless mutually agreed upon, the maximum class size in grades 9-12 shall be thirty-four (34) in the core areas defined above.
- D. It is understood that the MCCEA and District Administration will continue to work toward finding the best possible solutions ("mutual consent") at those grade levels that fluctuate from the class maximums due to larger than average grade levels moving through the K-12 system.

## ARTICLE VIII

### VACANCIES, PROMOTIONS & TRANSFERS

- A. A "promotion" is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular working day. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular or extra-duty activities.
- B. The promotional positions, by way of illustration and not limitations, are: assistant principal, elementary principal, middle school principal, senior high school principal, business manager, assistant superintendent, community school director and project director and need not be posted.

- C. A vacancy shall be defined as a situation where a vacant position was previously held by an employee or when a new teaching position is created.
- D. Whenever a vacancy as defined in Paragraph C occurs, the Board shall publicize the same by giving written notice of such vacant position to the Association and by posting a copy of such notice in each school building. Vacancies shall not be filled except on a temporary basis until such vacancy has met posting requirements. Posting requirements will be fulfilled at 3:00 p.m. of the seventh (7th) calendar day of posting. During the summer months, the publication requirement shall be fulfilled by giving the written notice to the Association and posting a copy at the Board of Education offices. Less than half-time vacancies shall be posted for two (2) school days.
- E. Any teacher may apply for a vacancy as defined in Paragraph A, B, or C. All extra-curricular activity openings listed in the Agreement shall be posted in accordance with this Article except for class sponsors, and Driver Training. Applicants within or to become members of the bargaining unit will be given an opportunity to apply for the posted positions with their qualifications being considered by the Board or its agents.
- F. Teachers may request transfers from one school to another or transfers to a different teaching subject for the ensuing school year commencing the following September. All requests for transfers must be in writing and received by the Superintendent and the respective building administrator prior to July 1.

## ARTICLE IX

### TEACHER WORK DAYS AND TEACHING HOURS

- A. The school year shall be composed of the specified number of days indicated in the appropriate calendar(s) in Article XXIV.
- B. The Board reserves the right to alter the calendar to achieve the necessary hours and/or days of instruction to meet state aid requirements.
- C. The normal teacher day will consist of a continuous period of not more than 7 hours and 30 minutes, including the lunch period, beginning at 7:45 a.m. and ending at 3:15 p.m. Inservice/parent-teacher conference time shall not exceed fifteen (15) hours in any one school year. No more than six (6) hours can be added to the schedule in any forty-eight (48) hour period of time unless mutually agreed upon.
- D. Should major system-wide changes in the teaching hours be deemed necessary, such changes will be preceded by consultation with the President, Vice President, Secretary, Treasurer and Chairman of the Negotiating Committee of the MCCEA.
- E. A Board/MCCEA committee shall meet to adjust the calendar for the duration of this agreement. This shall include the establishment of the starting date, ending date, and Thanksgiving Break.
- F. It is expressly understood that the MCCEA members shall make up snow days, within the constraints of the established beginning and ending dates, with no additional compensation, if, and only if, Michigan state law requires same, in order to be in compliance with state aid requirements.

## ARTICLE X

### PAYROLL DEDUCTION

Payroll deduction shall be available for any credit union, 403(b), IRA and/or other savings/investment program in which the teacher wishes to participate. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances to the custodian. Changes in, or the addition of, an individual program shall be limited to the first payroll of the month for credit union deductions and at designated calendar-year quarterly intervals for all other deductions. It is further understood that any direct charges to the Board for application/set-up fees and/or custodial expenses associated with the aforementioned programs shall be paid by the teacher through payroll deduction.

## ARTICLE XI

### FRINGE BENEFITS

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

B. **Sick Leave:**

1. At the beginning of the school year, each teacher will be credited with ten (10) days of sick leave when they report to work. In the case of beginning teachers, any pay for absence during the first ten (10) days will be deducted; however, should the teacher complete the year satisfactorily, the accumulated portion of their sick leave may be applied to the days absent at the beginning of the year and the teacher reimbursed accordingly. A teacher who works only part of the year by virtue of late entrance into the system shall be granted a total sick leave allowance for that year equal to one (1) day per month for each month, if employed by the 15th of the month.

2. The maximum allowable accumulated sick leave shall be a total of 90 days. However, any employee who begins the school year with a total accumulation of 81 or more sick leave days shall be credited with ten (10) sick leave days at the start of the school year. Any days in excess of 90 will be dropped at the conclusion of the current school year.

All leave requests up to the maximums listed below are subject to the examination of the Superintendent or designated representative and evidence of need may be requested. Proof of illness signed by a physician may be required at any reasonable time.

4. Extended leaves with pay, above the maximum as indicated below, may be granted at the discretion of the Superintendent or designee and will be determined using the guidelines established by the Family Medical Leave Act of 1993.

5. Leave may be taken and sick leave charged to the teacher for the following reasons:
  - a. Personal Illness: The teacher may use all or any portion of their leave to recover from illness or disability
  - b. Death in the Immediate Family: The teacher may take a maximum of four (4) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law.
  - c. Other Deaths: The teacher may take one day per death up to a maximum of two days per year to attend the funeral of relatives not mentioned above or friends.
  - d. Other Leave: The teacher may take such time as is needed to make arrangements for medical or nursing care or for illness in the immediate family. Duration of such leave is at the discretion of the Superintendent or designee and will be determined using the guidelines established by the Family Medical Leave Act of 1993.

6. Notification of sick leave accumulation shall be made at least at the beginning or end of the school year. Other notification may be made periodically during the year at the discretion of the Superintendent or designee.

7. At the beginning of each year, the sick leave account of each teacher may be charged one day, these sick leave days to be placed in a sick leave bank to be administered by the Association. The maximum number of sick leave days an individual teacher can take from the sick leave bank per year, and the maximum number of days to be accumulated in the sick leave bank, must be mutually agreed upon by the Board of Education and the Association. The days accumulated in the sick leave bank are not subject to any provisions in the contract for severance pay. The administration of the sick leave bank is not subject to the grievance procedure.

**C. Personal Days:**

1. Three (3) personal business days per year shall be credited to each tenure teacher, each second year probationary teacher, each third year probationary teacher and each fourth year probationary teacher. First year probationary teachers shall be credited with three (3) personal business days after five (5) days of service.

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

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

4. The maximum allowable accumulated personal days shall be a total of four (4) days. However, three (3) additional personal days will be credited to any Association member who starts the year with a total accumulation of three (3) or four (4) personal days available for use during that school year. At the end of the year any personal days in excess of four (4) will be credited to the Association member's sick leave, and personal days accumulated up to a total of four (4) will be rolled over to the next school year. No Association member shall use more than four (4) personal days in one (1) school year

5. Association members choosing to take a personal business day on the day preceding or following a scheduled school break (Thanksgiving, Winter, Mid-Winter and Spring Breaks) will be charged two (2) personal days. Members extending a second scheduled break in the same year will be charged one personal leave day.

**D. Hospitalization Insurance:**

1. For the 2013-2014 and 2014-2015 school years, the MCC Board will pay the hard cap as determined by the Michigan Legislature. As circumstances change, the Association, in collaboration with the Board and AFSCME, will mutually work to modify the plan to best meet the needs of all members involved.

2. In lieu of hospitalization insurance for each employee not selecting insurance coverage, see Letter of Agreement, Appendix A.

3. Insurance benefits shall be limited to teachers working half-time or more, who have made proper application and have been approved by the insurance carrier. Teachers working less than a full day but a least a half-day, shall have their fringe benefits prorated. Fringe benefits become effective the first day of the month following the month in which the teacher reports for work the first time except for sick leave as specified in Paragraph B.

**E. Dental Insurance:** The Board will provide dental insurance coverage to the family of each teacher employed by the Board and who continues in the employ of the Board. Coverage shall include an Orthodontic Rider of \$2,500 (children and adults). Insurance benefits shall be limited to teachers working half-time or more.

**F. Vision Insurance:** The Board will provide vision insurance coverage to the family of each teacher employed by the Board and who continues in the employ of the Board. Insurance benefits shall be limited to teachers working half-time or more.

**G.** Teachers working less than a full day but at least a half-day shall have their fringe benefits prorated. Fringe benefits become effective the first day of the month following the month in which the teacher reports for work the first time except for sick leave as specified in Paragraph B.

**H.** In the case of new teachers who wish immediate coverage on commencement of services, said coverage will be granted contingent upon permission from the insurance carrier and provided the premium payments are received at the central business office in ample time to process same.

**H. Severance Pay**

1. Severance pay will be granted to teachers resigning from the Mason County Central Schools under the following provisions:

Following a minimum of ten (10) years of consecutive service within and upon resignation from the Mason County Central Schools, each teacher shall be granted compensation for unused sick days at the rate of forty –five (\$45) dollars per day.

**J. Long Term Disability:**

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

**K. Compensatory Days:**

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

2. For each seven (7) hours accumulated in their bank, a teacher will be entitled to a compensatory day.

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

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

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

6. No teacher may use more than two (2) compensatory days in any one year.

7. Principals will make every effort to limit “professional Development” or training to not more than a 15-minute segment of a building staff meeting called outside a school day. If the time exceeds thirty (30) minutes, compensatory time will be granted.

**L. Sick Leave Bank:**

Teachers are eligible to draw from their sick leave bank as per past practice established in October, 1995.

When the sick leave bank was started in the 1993/94 school year, the following formula was agreed upon to figure the amount of sick leave bank days each teacher would be eligible to use:

The calculation was this: take the total number of sick days available to each teacher at the start of the 1993/94 school year, add the number of personal days available to each teacher at the start of the 1993/94 school



year, subtract one (1) day from each teacher's total (the contribution to the sick leave bank). This total is to be divided by two (2) and will yield the number of days a teacher is eligible to draw from the sick bank days.

Teachers are not eligible to draw any days from the sick bank days until they have exhausted their own sick leave and personal leave days have been used; and the total number of days to be drawn between sick leave, personal leave and the sick leave bank will not exceed the number of days (90), at which time they will become eligible for long-term disability.

Beginning with the 1995/96 school year, a slight change will be made in the formula. The Board will make the calculations as explained above. However, the Board will then compare the sick leave bank days to the number of sick leave bank days the teacher had available at the end of the previous school year. Whichever figure is the highest is the total of days which will be available to the teacher for the ensuing school year.

Example:

Teacher A Started 94/95 with 24.5 sick days and 13 sick leave bank days; ended 94/95 with 10.0 sick days, 1.5 personal leave days and 13 sick leave bank days. Using the formula for calculating sick leave days for 1995/96, this teacher would start the year with 20.5 sick days, 2 personal days and 11 sick leave bank days. Because the sick leave bank day calculation is less than the total left at the end of the previous school year, the 1994/95 balance is the figure which would be used for 1995/96, not the calculated figure.

Teacher B Started 94/95 with 12.5 sick days, 2 personal days and 7 sick leave bank days; ended the year with 0 sick days, 0 personal days and 0 sick leave bank days. This teacher will start the 95/96 school year with 9 sick days, 2 personal days and 5 sick bank days.

#### M. **Jury Duty**

Any bargaining unit member called for jury duty, or who is subpoenaed to testify for work related court cases during work hours in any judicial or administrative proceeding, including requested attendance during an arbitration of fact finding proceeding, that is not of a personal nature, shall be paid their full compensation and benefits for such time less the amount he/she receives for such duty.

## ARTICLE XII

### PERSONNEL FILE

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

## ARTICLE XIII

### CONTINUITY OF OPERATION

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

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

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

## ARTICLE XIV

### PROFESSIONAL DAYS

#### **Professional Days**

1. Upon recommendations of the Superintendent and/or principal, professional days for educational purposes may be granted to any teacher. The Association recognizes that the intent of the Board in providing this day or days is to allow the teacher an opportunity to acquaint themselves with outstanding examples of educational projects or facilities which should result in benefits to the Mason County Central program.
  - a. Said teacher shall submit a brief, written report to the principal following their professional day(s)
  - b. Mileage will be allowed for the professional day(s)
  - c. Substitute teachers' pay will be assumed by the Board
2. A professional day shall consist of conferences, institutes, workshops, visitations and the like which are designed to improve the teacher's effectiveness, but expressly excluding negotiation institutes, workshops, conferences or meetings.

## ARTICLE XV

### ASSOCIATION LEAVE

The Association shall be granted a total of five (5) days to be used for official Association meetings. The Board will pay the Association member's salary and the Association will pay the substitute teacher's salary.

## ARTICLE XVI

### SENIORITY

- A. Seniority shall be computed from the most recent date of hire at Mason County Central Schools and shall be defined to mean the amount of time of continuous employment to the school district. Seniority shall accrue during various forms of approved leave but for not longer than 1 year. Date of hire shall be defined as the first student day the teacher reports for work.
- B. The Board shall maintain a seniority list and will furnish the Association with a copy by December 1 of each year of the contract. Accompanying the name of each teacher on the seniority list shall be date of hire and certification.
- C. If more than one teacher has the same date of hire, seniority will be determined by the mathematical value of the last four digits of each teacher's social security number. The teacher with the highest value will be placed highest on the seniority list with other teachers hired on that date ranked correspondingly: the teacher with the second highest total will be ranked one step lower on the list, and so on for all teachers hired on that date. For example: teacher A has a last four digit value of 4892, read as four thousand eight hundred ninety two. Teacher B has a last four digit value of 3742, read as three thousand seven hundred forty two. Teacher A is placed higher on the seniority list.

## ARTICLE XVII

### SPECIFIC TEACHING CONDITIONS GRADES 9-12

In pursuit of their professional teaching responsibilities, teachers may use their designated preparation periods, by way of illustration but not limitation, for research, planning, material gathering, and meeting with parents, students and other faculty members.

#### GRADES K-5

Elementary teachers will be guaranteed 200 minutes of preparation time per normal week during student contact time.

#### GRADES 6-12

Teachers in these grades will be guaranteed one (1) class period per day for preparation. Preparation periods will be scheduled during the normal student day. If the normal student day consists of five (5) class periods, a

teacher shall teach four(4) class periods with one non-student contact period for preparation. If the normal student day consists of six (6) class periods, a teacher will teach five (5) class periods with one non-student contact period for preparation. Thus, the teaching load in these grades will always be one (1) class period less than the normal student class period load. Any additional classes shall be on a voluntary basis or at the request of the individual teacher.

## ARTICLE XVIII TEACHER NOTIFICATION

Teachers shall be given notice and a copy of any personnel file information released prior to such release.

## ARTICLE XIX BASIC SALARY SCHEDULE

1. Payment will be based on semester hours of credit
2. Credit must be in the teacher's instructional field, major or minor field or with prior written approval of the administration. The provisions of this section shall be effective beginning with the 1989/90 contract year and are not retroactive.
3. Evidence of extra hours earned must be provided the administration by the Friday after Labor Day of the year for which payment is expected.
4. If a teacher earns thirty (30) semester hours or more of graduate level credits in their instructional, major or minor fields, they shall consult with the Superintendent to determine master's degree equivalency. The granting of an equivalency is at the discretion of the Superintendent of Schools.
5. A teacher may advance beyond the master's equivalency for salary advancement in any of the following ways:
  - a. Earn the master's degree in appropriate education area from an accredited university.
  - b. Earn an additional six (6) semester hours or approved equivalent, beyond the master's equivalency. Credit shall be in areas approved by the superintendent. (Advancement may only occur for hours earned after August, 1991)
  - c. Complete an approved project after earning a master's equivalency. The project will be subject to approval of the superintendent and of benefit to the Mason County Central School District.
6. The Superintendent shall be the sole authority for placing teachers new to the system on the salary schedule and may recognize experience up to and including the top step of the salary schedule.

7. Per diem shall be defined as the teacher's annual salary, excluding extra-duty assignment pay, divided by 183.

8. It is agreed that MCCEA members that have additional classroom duties will have their salary adjusted by proration based on current salary, days assigned (full year , trimester, etc.), and portion of day assigned (1/6, 1/5, etc., according to building schedule).

9. Longevity:

|           | 2012/13,<br>2013/14, 2014/15 |
|-----------|------------------------------|
| 14th Step | \$1738                       |
| 19th Step | \$3938                       |
| 24th Step | \$5447                       |
| 28th Step | \$7531                       |

Eligibility for longevity is based on the years of service as an MCCEA member at Mason County Central Schools only (effective with the 2004/05 school year). Longevity pay will be calculated and spread beginning the first pay of September. Longevity pay will commence or increment based on years of service attained during the current school year. Employees having anniversary dates later than September 1 will incur a pro-rata reduction of 1/10 per month in their calculation, resulting in a partial payment the first year of longevity and a blended payment during years of incrementing to a higher step. Longevity shall be frozen at the 2011-2012 levels for the duration of this agreement.

10. 2012-2013: Freeze Steps

2013-2014: If the unreserved Fund Balance on June 30, 2014, exceeds \$50,000, 51% of the Unreserved Fund Balance that exceeds the aforementioned \$50,000 will be distributed to all bargaining unit members after the audit is presented to the Board in the 14/15 school year (typically in October of each year). The way in which the funds will be distributed will be determined and stated in writing by the Association President, negotiation team and any other consultants deemed necessary by the Association. The final distribution of these funds will be determined by an Association membership vote.

2014-2015: If the unreserved Fund Balance on June 30, 2015, exceeds \$70,000, 51% of the Unreserved Fund Balance that exceeds the aforementioned \$70,000 will be distributed to all bargaining unit members after the audit is presented to the Board in the 15/16 school year (typically in October of each year). The way in which the funds will be distributed will be determined and stated in writing by the Association President, negotiation team and any other consultants deemed necessary by the Association. The final distribution of these funds will be determined by an Association membership vote.

For both of the 2013-2014 and 2014-2015 Salary Schedule contingencies described above, any money over Lanes, Longevity and Step Increases will be added to the Salary Schedule as a percentage for the subsequent year. In the event that there is still money left in the 51% MCCEA portion of the Unreserved Fund Balances after restoring Lanes, Longevity, Steps and a Salary Schedule increase of 3%, that money will go back to the District.

ARTICLE XX

It is agreed that advancement on the salary schedule will be frozen at 2011-2012 levels for the duration of the agreement

2012-2013, 2013-2014, 2014/-2015 SALARY SCHEDULE FOR MCCEA

|       | A<br>BA/BS | B<br>BA/BS<br>+18 | C<br>MA/MS<br>Or Equiv. | D<br>MA/MS<br>+15 | E<br>MA/MS<br>+30 | F<br>MA/MS<br>+45 | G<br>MA/MS<br>+60 |
|-------|------------|-------------------|-------------------------|-------------------|-------------------|-------------------|-------------------|
| Step  | 100        | 102               | 105                     | 108               | 110               | 112               | 115               |
| 1.    | 35014      | 35713             | 36763                   | 37815             | 38513             | 39215             | 40264             |
| 2.    | 37309      | 38212             | 39460                   | 40755             | 41635             | 42569             | 43889             |
| 3.    | 39603      | 40711             | 42157                   | 43694             | 44757             | 45923             | 47513             |
| 4.    | 41898      | 43211             | 44854                   | 46634             | 47880             | 49276             | 51138             |
| 5.    | 44192      | 45710             | 47551                   | 49573             | 51002             | 52630             | 54762             |
| 6.    | 46487      | 48210             | 50248                   | 52513             | 54125             | 55983             | 58387             |
| 7.    | 48781      | 50709             | 52945                   | 55453             | 57247             | 59337             | 62012             |
| 8.    | 51076      | 53209             | 55642                   | 58392             | 60370             | 62690             | 65636             |
| 9.    | 53370      | 55708             | 58339                   | 61332             | 63492             | 66044             | 69261             |
| 10.   | 55665      | 58207             | 61036                   | 64272             | 66614             | 69398             | 72886             |
| INDEX | 159        | 163               | 166                     | 170               | 173               | 177               | 181               |

ARTICLE XXI

EXTRA DUTY SALARY SCHEDULE

2012-2013, 2013-2014, 2014-2015

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

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

members and non-bargaining unit members. All vacated positions will be posted. Qualified bargaining unit members will have priority in assignment.

It is agreed that all Schedule B positions will be paid through PCMI with the following exceptions:

1. If a MCCEA member is on the BASIC retirement plan and is at 25 or more years of service, they will be paid through the school district.
2. If a MCCEA member is on the MIP plan for retirement and is at 27 or more years of service they would be paid through the school district.

| <u>POSITION</u>                    | <u>%</u> |
|------------------------------------|----------|
| <b>FOOTBALL</b>                    |          |
| Head Varsity                       | 13.0%    |
| Assistant Varsity                  | 7.0%     |
| Head Junior Varsity                | 8.0%     |
| Assistant Junior Varsity           | 6.5%     |
| 8th Grade                          | 6.0%     |
| 7th Grade                          | 5.0%     |
| <b>BOYS' BASKETBALL</b>            |          |
| Head Varsity                       | 13.0%    |
| Junior Varsity                     | 8.0%     |
| 9th Grade                          | 6.5%     |
| 8th Grade                          | 6.0%     |
| 7th Grade                          | 6.0%     |
| <b>VARSITY GOLF</b>                |          |
| Golf (co-ed)                       | 8.0%     |
| <b>SOCCER</b>                      |          |
| Varsity Boys' Soccer               | 10.0%    |
| Varsity Girls' Soccer              | 10.0%    |
| <b>GIRLS' BASKETBALL</b>           |          |
| Head Varsity                       | 13.0%    |
| Head Junior Varsity                | 8.0%     |
| 8th Grade (middle school)          | 6.0%     |
| 7th Grade (middle school)          | 6.0%     |
| <b>DIRECTOR - SATURDAY PROGRAM</b> |          |
| Girls' Basketball                  | 3.5%     |
| Boys' Basketball                   | 3.5%     |
| <b>BASEBALL</b>                    |          |
| Head Varsity                       | 10.0%    |
| Head Junior Varsity                | 8.0%     |
| <b>GIRLS' SOFTBALL</b>             |          |
| Head Varsity                       | 10.0%    |
| Head Junior Varsity                | 8.0%     |

|                                      |       |
|--------------------------------------|-------|
| <b>TRACK AND FIELD</b>               |       |
| Boys' Head Varsity                   | 10.0% |
| Boys' Assistant Varsity              | 7.0%  |
| Girls' Head Varsity                  | 10.0% |
| Girls' Assistant Varsity             | 7.0%  |
| Head middle school girls' track      | 6.0%  |
| Assistant middle school girls' track | 5.0%  |
| Head middle school boys' track       | 6.0%  |
| Assistant middle school boys' track  | 5.0%  |
| <b>GIRLS' VOLLEYBALL</b>             |       |
| Varsity                              | 10.0% |
| Junior Varsity                       | 8.0%  |
| 9th Grade                            | 7.0%  |
| Middle school (7th and 8th)          | 6.0%  |
| <b>WRESTLING</b>                     |       |
| Head Varsity                         | 12.0% |
| Assistant Varsity                    | 8.0%  |
| Middle School                        | 6.0%  |
| <b>CROSS COUNTRY</b>                 |       |
| Varsity (co-ed)                      | 10.0% |
| <b>SENIOR HIGH CHEERLEADING</b>      |       |
| Competitive Cheer                    | 10.0% |
| <b>MIDDLE SCHOOL CHEERLEADING</b>    |       |
| Competitive Cheer                    | 6.0%  |
| <b>MUSIC, INSTRUMENTAL</b>           |       |
| High School                          | 10.0% |
| Middle School                        | 5.0%  |
| <b>F.H.A.</b>                        | 2.5%  |
| <b>FORENSICS</b>                     | 10.0% |
| <b>DRAMA PRODUCTION</b>              |       |
| Middle School                        | 4.0%  |
| High School                          | 10.0% |
| <b>SAFETY PATROL</b>                 | 5.0%  |
| <b>CLASS SPONSORS:</b>               |       |
| Senior Sponsor                       | 3.5%  |
| Junior Sponsor                       | 3.5%  |
| Junior Co-Sponsor                    | 3.5%  |
| Sophomore Sponsor                    | 2.0%  |
| Freshman Sponsor                     | 2.0%  |
| <b>STUDENT COUNCIL</b>               |       |
| Middle School                        | 3.0%  |
| High School                          | 4.0%  |



The Association and Board agrees to three longevity steps for Schedule B as follows:

|                     |        |
|---------------------|--------|
| 14-18 years         | \$ 200 |
| 19-23 years         | \$ 400 |
| 24 years and beyond | \$ 600 |

These payments will be made in the year the employee will finish the designated years

It is agreed that Steps, Lanes and Longevity shall be frozen at the 2011-2012 levels for the duration of the agreement.

**MILEAGE:** The board agrees to pay the maximum allowable under I.R.S. rates per mile, for school business that has met prior approval of the administration

ARTICLE XXII  
2014-2015 Calendar

| MASON COUNTY CENTRAL 2014-2015 CALENDAR |   |                    |                    |
|---|---|--------------------|--------------------|
| DATE                                    | EVENT SCHEDULED                                   | STUDENT ATTENDANCE | TEACHER ATTENDANCE |
| Aug. 26                                 | ESD Inservice                                     | 0                  | 1                  |
| Aug. 27                                 | Staff Inservice (All @ MCC)                       | 0                  | 1                  |
| Sept. 1                                 | Labor Day   | 0                  | 0                  |
| Sept. 2-5                               | Regular Session                                   | 4                  | 4                  |
| Sept. 8-12                              | Regular Session                                   | 5                  | 5                  |
| Sept. 15-18                             | Regular Session                                   | 4                  | 4                  |
| Sept. 19                                | MCC Inservice (Harvest Festival)                  | 0                  | 1                  |
| Sept. 22-26                             | Regular Session                                   | 5                  | 5                  |
| Sept 29 - Oct 3                         | Regular Session                                   | 5                  | 5                  |
| Oct. 6-10                               | Regular Session                                   | 5                  | 5                  |
| Oct. 13-17                              | Regular Session                                   | 5                  | 5                  |
| Oct. 20-23                              | Regular Session                                   | 4                  | 4                  |
| Oct. 24                                 | ESD Inservice                                     | 0                  | 1                  |
| Oct. 27-31                              | Regular Session                                   | 5                  | 5                  |
| Nov. 3 - 7                              | Regular Session                                   | 5                  | 5                  |
| Nov. 10 - 14                            | Regular Session                                   | 5                  | 5                  |
| Nov. 17-21                              | Regular Session                                   | 5                  | 5                  |
| Nov. 24-26                              | Regular Session                                   | 3                  | 3                  |
| Nov 27-28                               | Thanksgiving Break                                | 0                  | 0                  |
| Dec 1 -5                                | Regular Session                                   | 5                  | 5                  |
| Dec. 8 - 12                             | Regular Session                                   | 5                  | 5                  |
| Dec. 15-19                              | Regular Session                                   | 5                  | 5                  |
| Dec. 22-Jan.4                           | Winter Break                                      | 0                  | 0                  |
| Jan. 5 - 9                              | Regular Session                                   | 5                  | 5                  |
| Jan. 12-16                              | Regular Session                                   | 5                  | 5                  |
| Jan. 19-23                              | Regular Session                                   | 5                  | 5                  |
| Jan 26-30                               | Regular Session                                   | 5                  | 5                  |
| Feb. 2 - 6                              | Regular Session                                   | 5                  | 5                  |
| Feb. 9 -12                              | Regular Session                                   | 4                  | 4                  |
| Feb 13                                  | MCC In-Service                                    | 0                  | 1                  |
| Feb. 16                                 | Mid-Winter Break Day/Snow Date for MCC in-service | 0                  | 0                  |
| Feb. 17-20                              | Regular Session                                   | 4                  | 4                  |
| Feb. 23-27                              | Regular Session                                   | 5                  | 5                  |
| Mar. 2 -6                               | Regular Session                                   | 5                  | 5                  |
| Mar. 9 -13                              | Regular Session                                   | 5                  | 5                  |
| Mar. 16-20                              | Regular Session                                   | 5                  | 5                  |
| Mar. 23-26                              | Regular Session                                   | 4                  | 4                  |
| Mar. 27-April 3                         | Spring Break (Includes Good Friday on Apr 3.)     | 0                  | 0                  |
| Apr. 6 -10                              | Regular Session                                   | 5                  | 5                  |
| Apr. 13-17                              | Regular Session                                   | 5                  | 5                  |
| Apr 20                                  | MCC Inservice                                     | 0                  | 1                  |
| Apr. 21-24                              | Regular Session                                   | 4                  | 4                  |
| Apr. 27- May 1                          | Regular Session                                   | 5                  | 5                  |
| May 4 - 8                               | Regular Session                                   | 5                  | 5                  |
| May 11-15                               | Regular Session                                   | 5                  | 5                  |
| May 18-22                               | Regular Session                                   | 5                  | 5                  |
| May 25                                  | Memorial Day                                      | 0                  | 0                  |
| May 26-29                               | Regular Session                                   | 4                  | 4                  |
| June 1 - 5                              | Regular Session                                   | 5                  | 5                  |
|   | Total   | 175                | 181                |
|   |   |                    | 6/13/2014          |

6/26/2014

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of June 23, 2014, unless specifically stated elsewhere. This Agreement shall continue in effect until 11:59 o'clock p.m., August 15, 2015. The duration of this contract shall be for the 2012-2013, 2013-2014, 2014-2015 school years, the effective dates to be mutually agreed upon.

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

MASON COUNTY CENTRAL  
EDUCATION ASSOCIATION

MASON COUNTY CENTRAL  
BOARD OF EDUCATION

Eric Asiala  
Chairman, MCCEA Negotiating Committee

Randy Saxton  
President, Board of Education

Lisa M. Sattler  
President, MCCEA

Gena Nelson  
Secretary, Board of Education

C P Morin  
Secretary, MCCEA

Carl Geers  
Treasurer, Board of Education

Jim Stuart  
Past President

*In compliance with Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; and the Americans with Disability Act of 1990, it is the policy of the Mason County Central School District that no person shall, on the basis of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment. Compliance/Grievance Coordinator is the Superintendent, 300 W Broadway, Scottville MI 49454-1095, (231) 757-3713.*


APPENDIX A

LETTER OF AGREEMENT  
BETWEEN THE MASON COUNTY CENTRAL SCHOOL DISTRICT  
AND  
THE MASON COUNTY CENTRAL EDUCATION ASSOCIATION

In recognition of the change in hospitalization insurance coverage from Blue Cross/Blue Shield to Priority Health, the parties agree that:

1. Effective September 1, 2014, the District shall contribute 30% of the annual, state determined cap rate (PA 152 Limits) for which that employee is qualified for.
2. The PA 152 Limits for the 2014 – 2015 School Year are:
  - Single                      \$5,857.58
  - Two Person                \$12,250.00
  - Full Family                \$15,975.23
3. The amount will be distributed equally over 24 pays on the first and second pays of the month.
4. It is understood this Letter of Agreement shall replace Article XII, Section 2 of the Collective Bargaining Agreement between said parties for the duration of said Agreement. \*

  
\_\_\_\_\_  
MCCEA Representative  
Date: July 30, 2014

  
\_\_\_\_\_  
MCC District Representative  
Date: July 30, 2014

\* Due to revisions resulting in renumbering of Articles, this now refers to Article XI, Section D, paragraph 2.

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