

June 30, 1975

A G R E E M E N T  
BETWEEN THE  
MASON COUNTY CENTRAL BOARD OF EDUCATION  
AND THE  
MASON COUNTY CENTRAL EDUCATION ASSOCIATION

1974 - 1975

Mason County Central School District  
Scottville, Michigan

Mason County Central B.O. of Education

Mason County Central School District  
Scottville, Mich. 49454



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A G R E E M E N T  
BETWEEN THE  
MASON COUNTY CENTRAL BOARD OF EDUCATION  
AND THE  
MASON COUNTY CENTRAL EDUCATION ASSOCIATION

This Agreement entered into this twenty second (22nd) day of July, 1974, 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".

W I T N E S S E T H

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

## ARTICLE II

### MANAGEMENT RIGHTS CLAUSE

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 teacher.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To supervise the means and methods of instruction, to decide the selection of textbooks and other teaching 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, 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/or prior written personnel policies 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

##### MILITARY LEAVE

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

#### ARTICLE IV

##### CANCELLATION OR DISMISSAL OF SCHOOL

The present practice of permitting teachers to leave school immediately after school is dismissed due to weather or road conditions, and of not requiring teachers to report to school when school is cancelled due to weather or road conditions, shall be continued.



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 due to the Board's decision to place a teacher on third year probation.

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 Junior High School Principal, and the Senior High School Principal to act as its representatives at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described. The Elementary Principal shall be the Board representative of K-5 in each building.

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



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

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain synopsis of the facts giving rise to the alleged violation.
4. It shall quote at length the section or sub-section of the contract (or written Board policy) 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 his 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 himself wronged by an alleged violation of the expressed provisions of this contract (or written personnel policy) shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. The ten (10) days may be extended by mutual agreement of the Board Grievance Committee and the Association Grievance Committee. If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within eight (8) days to said discussion to Level Two.

Level Two

A copy of the written grievance as specified in Level One shall be filed with the Superintendent or his designated agent with the endorsement thereon of the grievant.



Within five (5) days of receipt of the grievance, the Superintendent or his 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 his designated agent shall render his decision in writing, transmitting a copy of same to the grievant, the Association Secretary, the building principal in the building where the grievance arose, and place a copy of same in a permanent file in his 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 his Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled, which shall not be later than thirty (30) days after filing of the grievance with the Board. Within seven (7) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than seven (7) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building



in which the grievance arose, the grievant and the Secretary of the Association.

Level Four Binding Arbitration

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

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



Section 3. The Arbitrator shall only act upon alleged violations, mis-applications or misinterpretations of the expressed provisions of this Agreement or prior written personnel policy. 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. He shall have no power to change any policy of the Board nor substitute his 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 he 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 requests 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 interest of his 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

#### PAY PERIODS

Each teacher has the option to receive his salary in one of three methods providing he notifies the Board by September 1, as to which method he wishes to



be paid. If the teacher fails to notify the Board by September 1, he will be paid by method number one (1). He may change this to method number three (3) by notifying the Board prior to April 1. The three methods of payment are as follows:

1. Paid every two weeks, beginning on September 6, 1974, in twenty-six (26) equal pays.
2. Paid every two weeks in twenty-one (21) equal pays beginning on September 6, 1974.
3. Paid every two weeks beginning September 6, 1974, and computed by receiving pay method number one (1) and receiving the remainder of his pay as of the second pay period of June.

#### ARTICLE VII

##### PUPIL - TEACHER RATIO

It is recognized by the Board and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number as dictated by the financial condition of the district, the building facilities available, and the best interests of the district as deemed administratively feasible.

#### 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 limitation are: assistant principal, elementary principal, middle school principal, senior high



school principal, administrative assistant, community school director, and project director.

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 been posted for seven (7) calendar days. 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.

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

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

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

#### ARTICLE IX

#### TEACHER WORKDAYS

The school year shall be composed of 187 days for returning teachers and



188 days for new teachers, the above schedule to be fit into the period between September 3, 1974 and June 13, 1975, with teachers new to the system reporting on August 30, 1974.

The Board reserves the right to expand the school calendar to achieve at least 180 days of student instruction in accordance with state aid requirements.

#### ARTICLE X

##### PAYROLL DEDUCTION

Payroll deduction shall be available for any program that was on payroll deduction for the 1973-74 school year and for any program in which fifteen (15) or more teachers participate. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for all such programs. Changes in, or the addition of, an individual program will be limited to the first payroll of the month for credit union deductions necessitated by loan applications and at designated quarterly intervals as determined by the Administrative Assistant for all other deductions.

#### ARTICLE XI

##### DEDUCTION OF EDUCATION ASSOCIATION DUES

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

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



C. The individual authorization form is as follows: On this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_, I, \_\_\_\_\_ hereby authorize the Board of Education to deduct the following sums in ten (10) equal consecutive monthly installments as dues for the following organizations as specified in the Master Agreement.

\$ \_\_\_\_\_ Mason County Central Education Association

\$ \_\_\_\_\_ Michigan Education Association

\$ \_\_\_\_\_ National Education Association

I further understand that in the event of a dispute over payment of the above specified amounts, I must seek my remedy from the Mason County Central Education Association. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Mason County Central Education Association.

\_\_\_\_\_  
(teacher's signature)

Filed with the Board of Education  
on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

\_\_\_\_\_  
(Superintendent's or his designee's signature)

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

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



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

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

H. Dues deductions shall be transmitted by the Superintendent to the Mason County Central Education Association Treasurer within fourteen (14) days after such deductions are made. The Mason County Central Education Association shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.

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

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

K. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken



or not taken by the Board or its designated agent for the purpose of complying with this Article.

## ARTICLE XII

### FRINGE BENEFITS

- A. **Mileage:** The Board agrees to pay the amount of twelve (12) cents per mile for school business that has met prior approval of the administration.
- B. **Duty Free Lunch Period:** The Board agrees that the teachers in the Mason County Central School System are entitled to a lunch period free from extra duty requirements, subject to emergency situations or problems connected with inclement weather.
- C. **Sick Leave:** At the beginning of the school year each teacher will be credited with ten (10) days of sick leave when he/she reports to work. In the case of beginning teachers any pay for absence during the first 10 days will be deducted; however, should the teacher complete the year satisfactorily, the accumulated portion of his/her sick leave may be applied to the days absent at the beginning of the year and the teacher reimbursed accordingly.

The maximum allowable accumulated sick leave shall be a total of 120 days for the 1974-75 school year.

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

Extended leaves with pay, above the maximums as indicated below may be granted at the discretion of the superintendent or his designee.



Leave may be taken and sick leave charged to the teacher for the following reasons:

1. Personal Illness - The teacher may use all or any portion of his leave to recover from his illness or disability.
2. 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.
3. 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.
4. 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 his designee.
5. 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 his designee.

D. Personal Days: Two (2) personal business days per year, subject to an emergency nature and prior approval of the Superintendent or other administrator in the absence of the Superintendent shall be credited to each tenure teacher, each second year probationary teacher and each third year probationary teacher. First year probationary teachers shall be credited with two (2) personal business days after five (5) days of service.



E. 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 himself 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 his 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 teachers' effectiveness, but expressly excluding negotiation institutes, workshops, conferences or meetings.

F. Hospitalization Insurance:

Board authorized hospitalization insurance carriers, namely Blue Cross-Blue Shield and MESSA, for the 1973-74 School Year will remain in effect for the 1974-75 School Year.

Beginning in September, 1974, the Board will begin payment of monthly insurance premiums to provide coverage for the period, October 1, 1974, to September 30, 1975, for all full time-full year teachers. Insurance benefits shall be limited to teachers working half time or more.

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



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

The Board of Education will pay the cost of health and hospitalization insurance needed by a teacher up to the maximums indicated in the following categories, effective January 1, 1974:

Single	\$22.90 per month
Self & Child	\$46.60 per month
Self & Spouse	\$55.10 per month
Full Family	\$59.90 per month

The Board of Education is under no obligation to provide insurance benefits which duplicate any coverage provided a teacher under a policy carried by another member of the family, however, if both a husband and wife are employed by the Board, they may each select a single subscriber policy, or one spouse may select Self & Child policy and the other spouse may select Single subscriber policy.

G. Dental Insurance:

Effective January 1, 1974, through September 30, 1975, the Board will provide coverage to the family of each teacher employed by the Board and who continues in the employ of the Board, the Delta Dental Plan B which is \$11.26 per month.

Beginning in September, 1974, the Board will begin payment of monthly insurance premiums to provide coverage for the period, October 1, 1974, to September 30, 1975, for all full time-full year teachers. Insurance benefits shall be limited to teachers working half time or more.



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

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

H. Retirement Pay:

1. Retirement pay will be granted teachers retiring from the Mason County Central Schools under the following provisions: a) Payment will be at the rate of \$5.00 per day of unused sick leave, b) The maximum payment shall be \$500.00, c) The teacher must have served 12 consecutive years in the system, d) Payment will be deferred until the teacher begins collecting "Michigan Public School Employees' Retirement" payments.

ARTICLE XIII

TEACHER EVALUATION

A. The Association recognizes that the Board has a responsibility to observe and evaluate the performance of a teacher and to confer with the teacher to explain its views of his work performance. It is expressly understood and agreed that the purpose of a probationary period is for the Board, working



through the Administration, to determine if said probationary teacher's work is satisfactory and that this is a management responsibility not subject to the grievance procedure except as specifically provided in paragraph F of this article.

B. Tenure Teachers: Tenure teachers shall be evaluated at least once during each three (3) year cycle, based in part, on at least one (1) classroom observation, of at least fifteen (15) consecutive minutes.

C. Probationary Teachers: Probationary teachers shall be evaluated at least three (3) times during each individual teacher's probationary year (date of hire), based in part, on at least three (3) classroom observations, of at least fifteen (15) consecutive minutes each.

D. Teachers shall be conferred with either before and/or after an observation of the classroom by the evaluator. A written copy of the classroom observation summary will be provided the teacher within ten (10) school days of the visitation.

E. Each teacher will be given one (1) copy of the written evaluation and must sign one (1) copy, to be given to the evaluator, to indicate that the teacher has read the evaluation report.

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

#### ARTICLE XIV

#### FINANCIAL RESPONSIBILITY

It is recognized that because of religious conviction, or otherwise, some



teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, and in the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with Article XI of this Agreement, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to the dues and assessments in the manner referred to in Article XI. The teacher will authorize this payment to the Association. In the event that such sum shall remain unpaid for a period of sixty (60) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued at the conclusion of the school year in question. The refusal of the teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized by the parties as reasonable and just cause for termination of employment.

The Association will save the Board harmless from any and all costs arising out of enforcing the provisions of this Article which cost will include witness and attorney fees incidental to the prosecution or defense of any action arising out of the charges filed with the Board of Education including all appeals thereafter or any suit in a court of law incidental thereto.

#### ARTICLE XV

##### CONTINUITY OF OPERATION

The Association agrees that neither it's 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 XVI

##### ACCOUNTABILITY

It is recognized by the Board and the Association that accountability is an important aspect of an effective program. Each teacher shall become acquainted with the State Department of Education's six-step Accountability Model.

#### ARTICLE XVII

##### ASSIGNMENT OF TEACHER DUTIES

All teachers shall be given written notice of any change in their subject area or assignment for the forthcoming year no later than the first day of June. In no event will changes in teacher's subject area or assignment be made later than the 15th day of August preceding the commencement of the school year unless an emergency situation requires same. Such notification will only be given for major changes in subject area or assignment.

#### ARTICLE XVIII

##### ASSOCIATION LEAVE

The Association shall be granted a total of three (3) days to be used for official Association meetings, provided that such days shall be taken without pay. The Board will pay the substitute teacher's salary.



ARTICLE XIX

STUDENT TEACHER FUND

The Board agrees to place all money received for the supervision of student teachers into an earmarked "student teacher fund" to be used by a committee of teachers and administrators for the student teaching program.

ARTICLE XX

BASIC SALARY SCHEDULE

1974-1975

Step	BA/BS	BA/BS +14	BA/BS +18	BA/BS +24	MA/MS Or Equiv.	MA/MS +8	MA/MS +30
	1.00	1.01	1.02	1.03	1.05	1.06	1.10
1	8,600	8,686	8,772	8,858	9,030	9,116	9,460
2	9,030	9,138	9,237	9,336	9,527	9,627	10,028
3	9,460	9,590	9,702	9,814	10,024	10,138	10,596
4	9,890	10,042	10,167	10,292	10,521	10,649	11,164
5	10,320	10,494	10,632	10,770	11,018	11,160	11,732
6	10,750	10,946	11,097	11,248	11,515	11,671	12,300
7	11,180	11,398	11,562	11,726	12,012	12,182	12,868
8	11,610	11,850	12,027	12,204	12,509	12,693	13,436
9	12,040	12,302	12,492	12,682	13,006	13,204	14,004
10	12,470	12,754	12,957	13,160	13,503	13,715	14,572
11	12,900	13,203	13,421	13,641	13,997	14,221	15,136
	1.50	1.52	1.53	1.54	1.55	1.56	1.60
	\$430	\$452	\$465	\$478	\$497	\$511	\$568

1. Payment will be based on semester hours of credit.
2. Credit must be in teacher's major or minor field or with prior approval of the administration.



3. Evidence of extra hours earned must be provided the administration by September 1 of the year for which payment is expected.

4. If a teacher earns thirty (30) semester hours or more of graduate level credits in his major or minor field and the content of the courses taken is directly related to the instruction program in which he is employed, he 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.

ARTICLE XXI

EXTRA DUTY SALARY SCHEDULE

1974 - 1975

<u>POSITION</u>	<u>SALARY</u>
Sr. High Athletic Director	\$1,266
Jr. High Athletic Director	202
Football:	
Head Varsity	\$1,091
Assistant Varsity	546
Head Jr. Varsity	546
Assistant Jr. Varsity	344
Middle School #1	344
Middle School #2	344
Middle School #3	344
Boys Basketball	
Head Varsity	\$1,091
Sr. High Junior Varsity	606
9th Grade	376
8th Grade	316
7th Grade	316
Director-Saturday Program	290



Girls Basketball	
Head Varsity	612
Assistant Varsity	408
Baseball	
Head Varsity	518
Assistant Varsity	344
Track	
Boys Head Varsity	518
Boys Assistant Varsity	344
Girls Senior High	357
Middle School Track	273
Golf	344
Wrestling	
Head Varsity	\$1,091
Assistant Varsity	606
Cross Country	344
Senior High Cheerleading	510
Music Instrumental	
Senior High And One (1) Middle School Group	808
One (1) Middle School Group	290
Building Director	
Scottville Elementary	404
Riverton Elementary	404
Victory Elementary	404
Printing Program	290
F.H.A.	230
Junior-Senior Play	316



Director Of Musical	316
Annual	290
Safety Patrol	431
Agriculture Teacher (Summer Duties)	\$1,381
Class Sponsors	
Senior Sponsor	290
Senior Co-Sponsor	290
Junior Sponsor	290
Junior Co-Sponsor	290
Sophomore Sponsor	174
Sophomore Co-Sponsor	174
Freshman Sponsor	174
Freshman Co-Sponsor	174
Senior High Student Council	202
Driver Training	
Behind The Wheel	\$5.76/hr.
Classroom Instruction	6.90/hr.



ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 22, 1974 unless specifically stated elsewhere and it is expressly understood that the basic salary schedule and the extra duty salary schedule is effective as of September 3, 1974 and said Agreement shall continue in effect until 11:59 o'clock p.m., June 30, 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MASON COUNTY CENTRAL  
EDUCATION ASSOCIATION

Donald L. Petersen  
Chairman MCCEA Negotiating Committee

Thomas E. Sheppardson  
President

Allanna Peterson  
Secretary

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