

July 17, 1967

n.d.

DEAR PAT,

ENCLOSED IN THE PROPOSED MASTER CONTRACT
LESS ECONOMIC AND LENGTH OF AGREEMENT TERMS.

PLEASED, FORWARD THIS SO THAT WE MAY HAVE A
LEGAL OPINION OF IT.

WE WILL PROBABLY MEET WITH THE BOARD NEXT
WEEK ON SALARY AND LENGTH OF CONTRACT.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

THANK YOU,
TOM MATEER
511 N. THOMAS
SCOTTVILLE, MICHIGAN

RECEIVED

JUL 20 1967

OFFICE OF
PROFESSIONAL NEGOTIATIONS

Reg. 13
No Charge

MEA
1216 Kendall
E. Lansing, Mi.
48823

Wasson Cnty Coll Term ~~1967~~ 1968
Pat. J. S. Lee.

PROPOSED AGREEMENT BETWEEN THE MASON COUNTY EASTERN
EDUCATION ASSOCIATION AND THE BOARD OF EDUCATION
OF THE MASON COUNTY EASTERN SCHOOL DISTRICT.

Mason Co.
Eastern
13

This agreement between the Board of Education of the Mason County Eastern School District, Custer, Michigan, hereinafter called the "Board" and the Mason County Eastern Education Ass'n, hereinafter called the "Association", wherever used in this Agreement the term "Board" means the duly elected governing body of the school district and any future addition to said district. The Superintendent, Ass't Superintendent, Principals and Ass't Principals will hereafter be referred to in this contract as the "Administration", which for all purposes shall be considered as the agent of the Board of Education.

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II, of Public Act 336, as amended by 379 of Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, speech and hearing therapists, special education teachers, employed now or in the future by the Board, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating units as above defined, and references 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 written grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement or contrary to Public Act 336, as amended by Act 379, provided that the Association has been given opportunity to be present at such agreement.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association, (including the Nat'l Education Association and the Michigan Education) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all the teachers so authorizing.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers under this contract shall be deemed to be in addition above mentioned laws and regulations, unless contractual rights are in conflict therewith.

- 2. No
- 3. ? Not given
- 4. No
- 5. No

ARTICLE II TEACHERS RIGHTS.

A. Pursuant to Act 336, as amended by 379, of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336, as amended by 379, or other laws of Mich. or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or, in the Association, his participation in any activities of the Ass'n or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association agrees it will not discriminate against any teacher who is not a member of the Ass'n but is being represented by it.

B. The Board specifically recognizes the right of it's employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from this public agency.

C. The Association and its members shall have the right by request to use school buildings and facilities when said buildings are open and staffed and when classes are not in session. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Ass'n either on or off school premises, provided said pin or identification is not larger than one (1) inch in dimension. Bulletin boards and other established media of communication shall be available to the Ass'n and its's members for use in relation to official business of the employee organization and signed by a designated employee organization official.

D. The Board agrees to furnish the Ass'n in response to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations.

ARTICLE III BOARD'S RIGHTS CLAUSE

"The Board, on it's 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 occupational control of the school system and its properties and facilities, and the activities of its employees.

(2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees subject to the provision set forth in this agreement.

(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 decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teachings aids of every kind and nature. The Board will consult with the teacher in affected area with respect to these matters.

(5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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 then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Mich. and the Constitution and laws of the United States."

ARTICLE IV PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during one year term of this agreement.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined during normal teaching hours. (For extra work the teacher shall be entitled to appropriate additional professional compensation as set forth in Schedule B which is attached to and incorporated in this Agreement.

C. Teachers' contracts shall be issued for nine and onehalf(9½) months, September 1-June 15. The Board reserves the right to establish the length of the school year and the number of hours school will be in session.

D. The following legal holidays shall be observed all schools closed: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, The Friday immediately preceding Easter Sunday, and Memorial Day.

E. A teacher engaged in negotiating in behalf of the Association, or participating in professional grievance negotiation, shall do so during his conference period or after regular school hours.

F. A teacher shall be released from regular duties without loss of salary three (3) days per year for the purpose of participating in area or regional meetings of the Michigan Education Association.

ARTICLE V TEACHING HOURS

- A. All teacher's normal teaching hours shall be as follows:
- (1) Teachers check in at 8:20.
 - (2) Teachers shall leave school no earlier than after 4:00.
 - (3) The Association agrees that the management of students before, during and immediately after the school day is an integral part of every teachers duty and further agrees to cooperate with Building principals in effective action to promote conditions which are condusive to good discipline.
 - (4) The period immediately following dismissal will be used for assisting students or for class preparation.
 - (5) Teachers will make themselves available for staff meetings, curriculum study planning and contributing to reasonable extra curricular activities.

The Board and Administration recognize the principle of a standard forty-hour work week and will, as far as possible, set forth work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board and Administration will not require teachers regularly to work in excess of such standard work week within any school building.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period in no event less than thirty minutes in length or longer than the scheduled lunch periods.

C. Teachers need not to be present when school is closed because of weather conditions and /or mechanical failures.

ARTICLE VI TEACHING LOADS AND ASSIGNMENTS

A. The Board, Administration and Association realize that there is a normal teaching load at the high school level and that this load should not be exceeded. The administration will set teaching loads consistent with good teaching practices and sound economic judgment, as determined by the Board of Education. Each secondary teacher is entitled to a conference preparation period equivalent to one class period. Both parties agree that teachers shall utilize such preparation periods in pursuit of activities that are directly related to improve their performance as teachers.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, every effort will be made by the Administration to assign teachers their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school and by changes in subject assignments in the secondary school will be notified and consulted by their principals as soon as practicable and prior to August 1st.

C. (continued)

Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassignment of probationary teachers to different grade levels unless the teacher request such change.

ARTICLE VII TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desired to insure the high quality of education that is the goal of the teacher, Administration and the Board. The Board and Administration mutually realize that the pupil teacher ratio is an important aspect of the educational program. The Board is aware that class size should be in the vicinity of 25 or 30 pupils and will continue in its effort to meet this need. The Administration agrees to consult with the teachers in regard to the class size.

B. The Board and Administration recognize that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Administration will confer with teachers for the purpose of improving the selection and use of such educational tools.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. Existing telephone facilities shall be made available to teachers for their reasonable use for local calls only except for school business.

E. Vending machines may be installed in teacher's lounges, the proceeds to be used for teacher recreational purposes. The Board and Administration shall assume no responsibility for the operation or financial arrangements of such machines. Only one machine per teacher's lounge will be permitted. It shall be the responsibility of the Association for proper orderliness of such machine.

F. When feasible, the Board shall make available adequate parking facilities to non-student personnel for their exclusive use.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship as guaranteed by the Constitution of Michigan and that of the United States.

H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin to age 65 and at discretion of Board thereafter, sex, marital status or membership in or association with the activities of any employees organization.

ARTICLE VIII VACANCIES AND PROMOTIONS

Whenever a vacancy occurs within the professional staff, the Board will publicize the same within the school system. Any qualified teacher may apply for such vacancy and will be considered along with all other applicants. In the interest of providing the best available educational environment for students of the district, the Board will fill each opening with the best available personnel.

ARTICLE IX TRANSFERS

Any teacher who shall be transferred to a supervisory or administrative position and who shall later return to a teacher status shall be entitled to retain and accumulate such rights and services as he may have under this Agreement during the period of such transfer to supervisory or administrative status.

ARTICLE X LEAVE PAY

A. All teachers absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of ten (10) days in any school year.

B. Each teacher shall accumulate a maximum of ~~forty~~ sixty (60) days sick leave.

ARTICLE XI LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as it's necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five (5) days per school year for a critical illness in the immediate family.
- (2) One (1) day when emergency illness in the family require a teacher to make arrangements for necessary medical or nursing care.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
- (4) One (1) day for attendance at the school graduation for a son, daughter, husband, or wife.
- (5) Time necessary for the conduct of personal affairs which can not normally be handled outside of school hours, such as performance of religious obligations, and medical and dental appointments when such appointments cannot be made at any other time. Leaves granted under this provision shall be limited to 3 days per year and such leave must be approved by the School Administration prior to the absence.
- (6) Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.
- (7) The Board may request a doctors verification of any illness covering the absence for which the teacher is to be paid, under Article X & XI.

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five (5) days per school year for a death in the immediate family. The immediate family is defines as spouse, child, mother, father, mother or father of current spouse, brother or sister.
- (2) Absence when a teacher is called for jury duty. Teacher shall be paid regular salary less the daily jury duty fee paid by the court, less travel expenses or reimbursement of expenses. No salary shall be paid to a teacher who, without being summoned, volunteers for jury duty.

- (3) Court appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceedings.
- (4) Administration approved visitation at other schools or for attending educational conventions, including Ass'n meetings sanctioned by the school Administration.
- (5) Time necessary to take selective service physical examination.

D. Leaves of absence without pay may be granted upon application for the following purposes:

- (1) Study related to the teacher's licensed field.
- (2) Study to meet eligibility requirements for a license other than that held by a teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system.
- (4) The Board reserves the right to approve or deny all request for leaves under this provision.

The teacher may return to the same or comparable position if available. The maximum leave of absence shall be two (2) years. The regular salary increment occurring during such period may be allowed at the discretion of the Board.

E. A maternity leave shall be granted without pay, commencing not later than the end of the sixth(6) month of pregnancy, except when this date falls within 1 school month of the end of the semester. The teacher may be permitted to complete the semester.

F. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Assn'.

G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefits of any increments which would have been credited to them had they remained in active service in the school system, up to four years at the discretion of the Board of Education.

H. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

ARTICLE XII TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personal file except his confidential credentials. A representative of the Association may be requested to accompany the teacher in such a review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance.

ARTICLE XIII PROTECTION OF TEACHERS

A. The Board and the Association recognize that the maintenance of control and discipline in the classroom is a joint responsibility. The Board will give all reasonable support and assistance to teachers in the maintenance of this control. The Association recognizes that in a large measure the teacher's effectiveness in the classroom is governed by his ability to control the students. Failure to maintain control with reasonable assistance from the Administration will result in disciplinary action.

In the opinion of the Board, whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, or related specialists, the Board will take all reasonable steps to relieve teachers of responsibilities with respect to such students.

B. Any case of assault upon a teacher shall be promptly reported to the Board via the Administration. The Board will provide legal counsel of it's selection to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

C. If any teacher is sued by reason of disciplinary action taken by the teacher against a student, the teacher may through the Association request assistance from the Board in such matters, including financial aid for services of legal counsel. Such request shall be made to the Supt. of Schools, who will determine whether the conduct of the teacher involved justifies any assistance from the Board. The teacher or Association may appeal the Supt's decision in a hearing before the Board. The decision of the Board will be final regarding financial or other assistance to the teacher. Further, the Board will maintain a comprehensive liability insurance policy which will provide protection for all teachers in its employ. Limits will be \$100,000 for a single injury, \$300,000 for a single occurrence and \$5,000 or aggregate 25,000 for property of third parties against damages arising out of the negligence of any teacher while acting within the scope of his duties as such, subject to any exclusion of the policy. Such policy will provide legal services from the insurance carrier for protection of teachers in assault cases.

D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher if he is exonerated.

E. Any legitimate complaints directed toward a teacher shall promptly be called to the teacher's attention.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XIII PROFESSIONAL GRIEVANCE
NEGOTIATION PROCEDURES

A. Any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the Principal and Superintendent.

B. Within ten (10) days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent. He shall have fifteen (15) days thereafter to approve or disapprove it. If the grievance is transmitted directly to the superintendent, he shall have ten (10) days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent either upon review of the action of the school Principal, or the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it's being dis approved.

C. Within (30) thirty days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of 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 thirty (30) days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to the State Labor Mediation Board, as specified by Act 336, as amended by Act 379.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

F. For administrative convenience, the Board may cause complaints which may be subject of the grievances under this Article first to be presented to a department head, assistant principal, or other school employees, for informal processing in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XIV PROFESSIONAL STUDY COMMITTEES

- A. There is hereby established a Professional Study Committee composed of nine (9) members, three (3) members selected by the Board and six (6) members selected by the Association. Additional Professional Study Committees may be established as required. The committee shall submit an annual report and recommendations to the Board by March 1 each year.
- B. Topics for consideration will be arrived jointly by Committee members.
- C. The clerical expense of such Committees shall be borne by the Board.

ARTICLE XV MISCELLANEOUS PROVISIONS

- A. The Board agrees that at all times it will maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 am to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- D. Copies of this Agreement shall be duplicated, or printed, at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI DURATION OF AGREEMENT

This Agreement shall be effective for ~~5~~ years. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MASON COUNTY EASTERN
BOARD OF EDUCATION

MASON COUNTY EASTERN
EDUCATION ASSOCIATION

BY _____
Its Pres.

BY _____
Its Pres.

BY _____
Its Sec.

BY _____
Its Sec.