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MASON EDUCATION ASSOCIATION
AND
MASON BOARD OF EDUCATION
MASTER AGREEMENT

Mason Consolidated Schools (Erie, Mich.) Board of Ed.

Mason Educ. Assn.
Mason Senior High
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MASON EDUCATION ASSOCIATION AND MASON BOARD OF EDUCATION
AGREEMENT

This agreement entered into this first day of September, 1966 by and between the Board of Education of Monroe County, District 2, Mason Consolidated Schools, Erie, Michigan, hereinafter called the "Board", and the Mason 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 Consolidated Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

BOARD RIGHTS

The Employer, on its own behalf and on behalf of the electors of the school

district, hereby retains and reserves unto itself, without limitation, all powers, rights, 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:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school-related activities of its employees;
- B. To hire all employees and subject to the provisions of the law and this Master Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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 the Constitution and laws of the United States.

ARTICLE II

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counsellors, librarians, school diagnosticians (and/ or psychologists) and social workers, speech and

hearing therapist, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, office and clerical employees, transportation employees, maintenance and custodial employees, and cafeteria employees. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers. Probationary Teacher Clause: The Association represents the probationary teacher in matters of wages, hours and working conditions but does not represent them in matters of discharge.

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 to the Board providing the procedures stated in the Professional Grievance Negotiation Procedures of Article XVI have been followed.

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 National Education Association, the Michigan Education Association, the Monroe County District Michigan Education Association and the Mason Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all teachers and remitted not less frequently than monthly to the Association. Those teachers desiring a tax-sheltered annuity deduction will pay their dues directly to the superintendent's office.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article I, Section A., of 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 lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover 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 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.

C. The Association and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours for meetings, social meeting, and fund raising activities for the Mason Teacher's Scholarship Fund, this

includes use of equipment necessary for the preparation and conduction of the Association's activities at no expense to the Board of Education. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of building, intrasystem, and school-community communication and the school intrasystem and mail delivery service shall be made available to the Association and its members. The Association shall be allowed to set aside two days a month for its after school-meetings, these will be standing dates and the administration shall refrain from scheduling meetings or activities involving teachers on these days.

D. The Board agrees to furnish twelve (12) copies to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedules A and B which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the one-year term of this Agreement, provided, however that upon written notice to the other party not earlier than sixty (60) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedules.

B. Salary Schedule A is based upon a normal weekly teaching load, as hereinafter defined, one hundred ninety (190) days which shall include student membership days and two (2) days prior to the start of classes, (three days for teachers new to the system) and two days after the dismissal of students for the summer. For extra work as listed below in this section and not compensated by those items under Schedule B, the teacher shall be entitled to appropriate additional professional compensation at his established professional hourly rate. The professional hourly rate of any teacher shall be determined by dividing his base salary, as set forth in Schedule A, by 1500 hours. The teacher shall be paid his established hourly rate, in addition to his base salary, for all time spent after the regular school day in parent-teacher conferences (unless released at noon), PTA meetings, teacher meetings beyond thirty (30) minutes after the close of the normal school day or on Saturdays, Sundays or holidays, and attendance at any educational, extra-curricular, or civic functions where attendance is not voluntary but required by the Board of Education or its representatives.

C. Teachers shall not be required to report more than two days prior to the beginning of classes in September, except for new teachers to the system who will report three days prior, or to remain more than two days after classes end in June providing their work is completed.

D. The calendar for the 1966-67 school year, subject to the 190 day limitation, is as set forth in the appendix of this agreement as agreed upon by the Board and the Association.

E. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board, including arbitration,

shall be released from regular duties without loss of salary.

F. A teacher shall be released from regular duties without loss of salary at least two days each year for the purpose of participating in area and/or regional meetings of the Michigan Education Association. Attendance shall be required unless excused by administration.

ARTICLE V

Teaching Hours

A. The normal teaching day shall include a half hour prior to the start of classes and 15 minutes after the dismissal of the students for the day. Teachers are to be at their assigned place of duty fifteen minutes prior to the start of classes. Also teachers shall be expected to stay an additional 15 minutes without reimbursement if a parent requests this meeting in advance.

ARTICLE VI

Starting Times, Teaching Loads and Assignments

A. Daily starting and dismissal times for each level:

* Elementary:

Students 8:25 a.m. to 2:30 p.m.

Teachers 7:55 a.m. to 2:45 p.m.

Junior High:

Students 8:00 a.m. to 3:05 p.m.

Teachers 7:30 a.m. to 3:20 p.m.

Senior High:

Students 8:15 a.m. to 3:10 p.m.

Teachers 7:45 a.m. to 3:25 p.m.

* This will vary at the outlying buildings due to the transportation schedule, but the length of the teachers' day will not exceed that of the teachers at the Central building.

B. The daily schedules will remain approximately the same as the 1965-66 schedules. Secondary teachers shall have a planning and conference period.

C. A duplicate copy of lesson plans is due in the principals' offices on

Monday for that week's program. The administration shall provide an assignment book with duplicate paging.

D. Teachers hereby agree to supervise play-grounds during recess periods. During inclement weather, as determined by the principal, teachers will supervise recreational activities within their own classroom.

E. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as practicable and prior to June 1. When such changes are contemplated prior to June 1 by the administration, they shall require the approval of the teachers and the Association. If a change in assignment becomes necessary after June 1, the involved teacher(s) and the Association (Board of Directors) will be contacted about the matter and it shall be fully discussed. Such changes shall be voluntary to the extent possible. More than three preparations shall be avoided whenever possible for secondary teachers. Every effort will be made to avoid re-assigning probationary elementary teachers to different grade levels unless the teacher requests such change.

ARTICLE VII

Teaching Conditions

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

A. The Mason Board of Education recognizes that the average pupil-regular

classroom teacher ratio should be approximately 30-1. The Board, in good faith, as it has in the past shall attempt to keep class loads below this level. To determine regular classroom teacher you shall not count librarians, guidance counselors, diagnosticians, remedial teachers, principals, superintendents, or any special area teachers at the elementary level.

B. The Board shall furnish without charge gym uniforms and tank suits for all physical education teachers, laboratory coats or smocks for art, business education, home economics, industrial arts, and science teachers, and shall provide without charge laundering service therefor if the wearing of such garments is required by the administration.

C. The Board recognizes that appropriate texts, 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 parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board shall undertake promptly to implement all joint decisions thereon made by the Board representatives and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained, if funds are available.

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

E. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher and other adult use and at least one room (except for Luna Pier because of limited physical facilities), appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking

shall be permitted. At no time will students be permitted in this room.

F. Present telephone facilities shall be made available to teachers for their reasonable use, but teachers are to pay for all personal long distance calls. Permission for long distance calls must be granted by the principals' offices.

G. A vending machine for beverages and snacks shall be installed in teachers' lounges at the responsibility of the Association, the profits to be used for the existing Mason Teacher's Scholarship Fund.

H. Adequate parking facilities shall be made available to teachers for their exclusive use.

I. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or natural origin and to seek to achieve full equality of educational opportunity to all pupils.

L. A joint effort between teachers and principals shall be made to correct any problems in the areas of weekly schedules and general announcements.

ARTICLE VIII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall

occur, the Board shall publicize the same by giving written notice of such vacancy to the officers of the Association and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five (5) school days.

B. Any qualified teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE IX

Transfers

A. 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 agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VIII.

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

D. If a teacher should resign, or be lost to the system during the school year, the administration shall make every attempt possible to fill this vacancy with a qualified person. The administration shall inform the Association of the attempts being made to fill the position. If the position can not be filled by a qualified person from the outside, consideration shall be given to transferring teachers, or additional class assignments, or substitute teachers. However, we realize, although the matter will be thoroughly discussed by the administration, Association, and the involved teachers, the final decision for the welfare of the students rests with the administration.

ARTICLE X

Leave Pay

A. All teachers absent from duty on account of personal illness or any other approved reason shall be allowed 12 days per year at a rate of 6 days per semester cumulative to ninety (90) days. If any teacher, during the fall, exhausts all his accumulated sick leave in addition to his six days, he will have any other sick days deducted from his pay; however, if at the end of the spring semester he has any sick days remaining, these can be applied retroactively to those sick days for which pay was deducted during the fall semester and this teacher will then be reimbursed the amount deducted from his pay up to the number of sick days remaining at the end of the spring semester.

B. Acceptable reasons for sick leave with pay shall be personal illness or

injury and/or serious illness or death in the immediate family of the employee.

"Immediate family" shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparents, or any other member of the family who is a resident of the household in which the employee is residing.

C. Any absence beyond four consecutive days will necessitate a doctor's statement approving return to classroom. Any teacher on sick leave for a period longer than that which they have accumulated, shall have one day's wages or 1/190th of their contractual salary deducted from their salary for each day's absence beyond the number of accumulated sick leave days.

ARTICLE XI

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for a period not to exceed one year, and renewable at the discretion of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Absence with pay may be allowed at the rate of one day per year for the purpose of conducting business which cannot be normally carried on after school hours or on Saturday. This day shall be non-cumulative. Request for a Business Day shall be made at least twenty-four hours in advance of the time to be used and must be approved by the Superintendent's Office.

C. Two additional Business Days may be taken with prior approval from the Superintendent's Office and will be deducted from sick leave accumulated to the individual's record.

D. Reasons for Business Days shall consist of the following:

1. Attendance at a ceremony awarding a degree to a staff member.
2. Attendance at school graduation of a son, daughter, husband, or wife.
3. Attendance at the funeral service of a person who was a close friend.
4. Attendance when a teacher is called for jury service.
5. Attendance as a witness when subpoenaed to attend any proceeding which doesn't deal with the teacher's employment or the school.
6. Time necessary to take selective service exams.
7. Time necessary to conduct other business which cannot be normally carried on after school hours or on Saturday.

E. Leaves of absence with pay not chargeable against the teacher's sick leave allowance or business day allowance shall be granted for the following reasons:

1. A maximum of five days per school year for a death of husband, wife, or child.
2. Court appearance as a witness in any case connected with the teacher's employment or the school.
3. Approved visitation at other schools or for attending educational conferences or conventions.
4. Approved attendance at any association meeting if the Association provides money for the substitute's pay.

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

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a certificate other than that held by the teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

G. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls with-

in one school month of the end of the semester the teacher may be permitted to complete the semester. Length of leave shall be up to a period of one (1) year and renewable at the discretion of the Board. Maternity leave may be curtailed or terminated prior to the expiration of the full term for which the leave has been granted in the case of interrupted pregnancy or loss of the child. Such action shall be taken only after a suitable period for recuperation and after a physician has certified that the teacher is in good health and is able to perform her professional responsibilities. When an interrupted pregnancy occurs in the case of a staff member who is currently performing her regular responsibilities, she shall be placed on leave of absence without pay until she has recuperated and a physician has certified that she is in good health and able to resume her professional responsibilities.

H. Teachers who are officers of the Association shall upon proper application, be given a leave of absence for one year without pay for the purpose of performing duties for the Association. Teachers given this leave of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank. Said teachers shall notify in writing the Board of Education prior to March 1 of his intent to return to his previous position for the forthcoming year.

I. 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 benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

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

K. Sabbatical leave for professional improvement may be permitted on the basis of the law as stated in the General School Laws 1959 revised edition. Any Board, after a teacher has been employed for seven or more consecutive years, may grant said teacher a sabbatical leave for professional improvement for a period not to exceed two semesters at any one time provided that the teacher holds a permanent or life certificate. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a contract, and may or may not be paid compensation as provided in the rules and regulations of said Board: provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

Request for sabbatical leave shall be made directly to the Superintendent's Office.

ARTICLE XII

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

A. The Board shall pay six dollars (\$6.00) a month for twelve(12) months a year toward the health and/or insurance costs of each teacher. The teacher will have the choice of three basic plans (hospitalization, term life, or income protection) or a combination thereof offered by the Michigan Education Association.

ARTICLE XIII

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. The use of eaves-

dropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents, which have been entered by the present employer, of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present an Association Representative when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure set forth in Article XVI.

E. Teachers shall be evaluated for tenure according to the Tenure Policy which is attached to and incorporated in this Agreement.

F. Services of Tenure Teachers in the Mason Consolidated Schools system may be terminated by the Board of Education for the following reasons subject to the grievance procedure and tenure policy contained in this agreement:

1. Request of the individual and approval of the Board after July 1.
2. Immorality.
3. Dishonesty.

4. Refusal to follow orders of supervisors.
5. Negligence and incompetence in carrying out assignments.
6. Retirement at the age of 65.
7. Teaching position has to be cut because of lack of funds.
8. Consistant failure to follow board policy.

ARTICLE XIV

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students, nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher in the line of duty, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel 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 handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel

and render all necessary assistance to the teacher in his defense, if following administrative direction. All corporal punishment shall be administered in the presence of another adult.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless he is found guilty in court.

E. Any complaint by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. Serious complaints shall be made in writing and shall be signed by the complainant. Unless the complaint is signed by the complainant it can not be used in evaluation of the teacher, or placed in their personnel folder, or be brought before the Board for formal action.

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 gross negligence or gross neglect of duty, for any damage or loss to person or property.

G. A teacher shall not be required to maintain students with mumps, scarlet fever, measles, or chicken pox in the classroom.

ARTICLE XV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving matters.

B. In the event the Salary Schedules A and/or B are reopened for negotiation,

by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. Not earlier than sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, in the absence of a Master Agreement.

ARTICLE XVI

Professional Grievance Negotiation Procedure

A. Definitions

- (1) A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement.
- (2) The term "teacher" may include any individual or group of teachers who are certified and who are members of the bargain-

ing unit.

- (3) A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- (4) The term "days" when used in this section shall, except where otherwise indicated, mean working school days.
- (5) The "grievant" is the person or persons making the claim.

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

C. Structure

- (1) There shall be one or more Association Representative for each school building to be selected in a manner determined by the Association.
- (2) The Association shall establish a broadly representative Grievance (Professional Rights and Responsibilities) Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any Representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.
- (3) The building principal shall be the administrative representative when the particular grievance arises in one building, unless the Board's representative has designated another person to handle grievances in that building prior to the commencement of the school year. Such designation shall be made known to the teachers in the building and the Association's Board of Directors. This person, so designated, will serve in the role of the principal of that building as outlined in the following Grievance Procedure.
- (4) The Board hereby designates as its representative the Superintendent when the particular grievance arises in more than one

school building.

D. Procedure

In the event a grievance is filed on or after the first of June, it shall be resolved prior to the beginning of the next school year. In this case, the term "days" shall mean calendar days. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

(1) Level One

The teacher with an alleged grievance shall first discuss the matter with his Association Representative. If the Association Representative concurs that a grievance exists, move to Level Two. If the Association Representative does not feel a grievance exists, the grievant may appeal the Association Representative's decision to the Appeal Committee. The Appeal Committee shall render its decision within five (5) days as to whether a grievance exists and may be taken to Level Two or does not exist and may only be continued to Level Two at the grievant's own initiative without Association support.

(2) Level Two

The teacher with a grievance shall discuss the matter with his principal, either individually or with his Association Representative, with the objective of resolving the matter informally. The principal shall make his decision known as soon as possible, but within six (6) days. In the event the grievance is not satisfactorily resolved at Level Two within six days, the grievant or the Association Representative shall file the grievance in writing with the Grievance Committee within five (5) days after the decision at Level Two. The Committee shall within five (5) days make a judgment on the decision. If the Committee decides that the decision at Level Two is in the best interests of the educational system it shall so notify the teacher and the Association Representative; but the grievant may continue the negotiation process on his own if he so desires.

(3) Level Three

If the Committee, or the grievant, decides that the decision at Level Two is not satisfactory then they shall refer such grievance in writing within three (3) days to the Superintendent and request a meeting. Within five (5) days after the written request is filed with the Superintendent he shall have a meeting with the grievant and the Association Representative concerning the alleged grievance. A decision in writing by the Superintendent shall be given to the grievant and the Association representative within five (5) days after the meeting.

- (4) Level Four
If the grievance is not resolved by the Superintendent or his representative, and the grievant and/or his representative, within five (5) days of its consideration by them, it shall be referred for consideration to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days after receipt of the written referral by the Review Committee, the Review Committee shall meet with the Grievance Committee, or grievant, for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner.
- (5) Level Five
If the decision at Level Four is not satisfactorily resolved, the grievance shall be submitted to mediation before a local three member panel; one chosen by the Board, one by the Association, or grievant, the third by these two members. The Board of Education and the Association agree to take into consideration recommendations and findings of this panel.
- (6) Level Six
If the decisions at Level Five (5) are not satisfactory to any party the grievant and/or Association may file his grievance with the State Labor Mediation Board as provided by law.

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. Each party shall be responsible for their own cost incurred under Article XVI.

G. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association, or its parent organization. Provided further, when a teacher is not represented by

the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

H. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR and R Committee may process the grievance at the appropriate level.

Failure to appeal a decision, at any level by either the grievant or the Association within the specified time limits, shall be deemed an acceptance of the decision at that level.

The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

Access shall be made available to all parties of interest, places, and records for all information necessary to the determination and processing of the grievance.

ARTICLE XVII

Professional Study Committees

A. There is hereby established a Professional Study Committee composed of

four members, two members selected by the Board and two members selected by the Association. The Professional Study Committee shall investigate the following matters and submit a written report and the recommendations to the parties on or before April 1 of each year this Agreement is in effect. Additional Professional Study Committees may be established as required.

B. The Committee shall consider the following questions:

- (1) 18 mill limitation
- (2) Should teachers be required to return to professional study periodically regardless of degrees earned?
- (3) On what basis should sabbatical leaves be granted?
- (4) Is our curriculum satisfactorily meeting the needs of our students?
- (5) Should we have an elementary physical education program?
- (6) What should our instructional materials selection policy contain?
- (7) A study of student participation in, and support of, extra-curricula activities.

C. The clerical expenses of such Committee shall be borne by the Board.

ARTICLE XVIII

Miscellaneous Provisions

A. Absence because of sickness and unforeseen absences:

In order to ensure the best substitute teachers available, it becomes necessary to know at the earliest feasible time the fact that a teacher will not be at his work station. A call prior to 10:00 P.M., notifying the person so designated by the Superintendent of the intended absence of a teacher, will greatly facilitate the securing of an acceptable substitute.

The telephone number of the person designated by the Superintendent to be contacted will be placed in the hands of the contractual teachers at the beginning of the school year.

All teachers are specifically asked to observe the following rules for requesting substitutes:

- I. Place the calls during the evening before 10:00 P.M. or in the morning from 6:00 to 6:30 A.M.

2. Place your call the evening before if at all possible.
3. Requests for substitutes after 6:30 A.M. should be made as a result of an emergency only.
4. Place no calls between 10:00 P.M. and 6:00 A.M..
5. On weekends call the personnel of the superintendent's office at a time acceptable with normal hours in which to conduct business.
6. Only report your absence. Changes in planning books and instructions to substitute teachers are to be made through the building principal.

B. No polygraph or lie detector device shall be required to be taken in any investigation of any teacher or pupil.

C. Upon request the Association shall be duly advised by the Board of fiscal, budgetary and tax problems and programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. 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.

E. 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 heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established poli-

cies of the Board. However, any right of a teacher created under a previous Board policy and not contrary to the terms of this Agreement is hereby made a part of this Agreement.

F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

H. Since books are a primary tool of the teaching profession, teachers will be allowed to purchase books through the high school librarian with monies going through the Library Account of the High School Internal Account. The purchaser will pay the sales tax to the seller.

I. Any teacher resigning to join the Peace Corp may re-apply for a position. If he is re-hired, he shall be given the same tenure status he had when he left or not longer than one year of probation and he shall be given the natural increments.

J. In order that the Board may comply with certain budget deadlines the Association agrees that it will aid and assist the teachers in returning to the Board on or before April 15 of each year all individual contracts, wages and additional duty's supplements to existing contracts, if said contracts are in the form of a tenure contract. The Board agrees that nothing contained in said contracts or supplements shall be in conflict with any of the provisions of this Agreement.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of September 1, 1966 and shall continue

in effect for one (1) year until the 31st day of August, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

BY _____
President

BY _____
Secretary

EDUCATION ASSOCIATION

BY _____
President

BY _____
Secretary

SCHEDULE A

YEARS EXPERIENCE	NON- DEGREE	B. A. (1966)	M. A. (1966)
0	\$4,700.00	\$5,200.00	\$5,600.00
1	4,800.00	5,400.00	5,800.00
2	4,900.00	5,600.00	6,000.00
3	5,000.00	5,800.00	6,200.00
4		6,000.00	6,400.00
5		6,200.00	6,600.00
6		6,400.00	6,800.00
7		6,600.00	7,000.00
8		6,900.00	7,300.00
9		7,200.00	7,600.00
10		7,500.00	7,900.00

A teacher shall be given an additional \$100.00 salary per year upon completion of each five (5) years of continual service in the Mason Consolidated Schools.

Teachers under contract shall receive reimbursement for hours earned beyond the Bachelor's degree in the amount of \$10.00 per hour up to and including 20 hours. This sum is to be added to the contractual salary and paid in February of each year. No reimbursement shall be given beyond 20 hours until the teacher presents to the Superintendent's Office a certificate from an accredited college or university that a Master's Degree has been granted. All teaching staff members shall be required to file with the Superintendent's Office certification of hours earned beyond the Bachelor's Degree from their college or university for reimbursement under the new salary schedule. Exceptions will be granted on retraining programs at the discretion of the Superintendent of Schools. All teachers who have received reimbursement for additional hours regardless if graduate or undergraduate hours prior to September 1, 1964, will continue to receive such reimbursement upon their request. The transcript must be in the Superintendent's Office by the last day of December.

\$400.00 extra shall be added to the schedule at the completion of the M.A. degree and \$300.00 additional at the completion of the E.D.S. degree.

Teachers coming into the system from other systems shall receive credit up to a maximum of six years experience on the present adopted schedule. Military service credit will be allowed in the amount of two years, this to be within the framework of the six years. A teacher must have teaching experience before military service to gain military credit. In no instance shall credit be given for more than six years experience outside the system. The above provisions pertaining to the six years experience shall apply only to degree teachers. No teacher coming into the system shall earn more than a teacher presently employed with the same number of years experience. Any teacher serving in the system prior to the beginning of the second semester will be credited with a full year's

experience for pay purposes only, not to be retroactive.

The contractual salary or base salary does not include additional pay for hours earned beyond the Bachelor's Degree or additional pay for special area work. The contractual salaries are the figures shown on Schedule A.

If a teacher has served this school district one complete semester in a given school year, this teacher will be advanced on the salary schedule one step for the forthcoming year. This applies to teachers who are assigned to classroom duties either during the first semester or at the beginning of the second semester of any given school year.

SCHEDULE B

EXTRA COMPENSATION

Secondary teachers teaching a full schedule day shall be paid an additional rate of pay commensurate with the formula I/N times base pay, and N equals the number of periods of instruction per day. (Example: High School $I/N = 1/6$; Junior High $I/N = 1/7$).

Basketball Coaches

- Head Basketball Coach - \$600.00/year
- Assistance Basketball Coach - \$350.00/year
- 9th Grade Basketball Coach - \$250.00/year (a)

Football Coaches

- Head Football Coach - \$600.00/year
- Assistance Football Coach - \$350.00/year

Baseball Coaches

- Baseball Coach (Varsity) - \$275.00/year
- Assistant Baseball Coach (9th Grade) - \$175.00/year

Track Coaches

- Track Coach (Varsity) - \$275.00/year
- Assistant Track Coach (9th Grade) - \$175.00/year (b)

Swimming Coach

- Swimming Coach (Varsity) - \$400.00/year

Pool Supervisor

- Pool Supervisor - \$200.00/year

Athletic Director

- Athletic Director - \$600.00/year

Cross Country Coach

- Cross Country Coach - \$275.00/year

Basketball

- 7th and 8th Grade Coach - \$200.00/year (c)

Baseball

- 7th and 8th Grade Coach - \$150.00/year

Track

- 7th and 8th Grade Coach - \$150.00/year

Swimming

- 7th and 8th Grade Coach - \$175.00/year (d)

Football

- 7th and 8th Grade Coach - \$200.00/year

(a) \$350.00 if fifteen games are played.

(b) If 9th Grade Track Coach handles 7th and 8th Grade Track, salary would be \$250.00.

(c) Two coaches would be hired if turn out is large enough to warrant.

(d) \$100.00 if combined with Varsity swimming.

A. The director of counseling and guidance services for the school district will be reimbursed at the rate of \$500.00 per year. The director shall be reimbursed for up-to-three weeks on a pro-rated basis for time spent on scheduling and counseling work outside the regular school year.

B. During the first year of service as a counselor the reimbursement rate will be \$200.00 per year. Upon recommendation and acceptance the reimbursement rate for counselors will be \$300.00 the second year of service in this capacity and thereafter.

C. The Girl's Director of extra curricular activities for the Senior High School will be reimbursed at the rate of \$300.00 per school year.

D. The coordinator of Girl's extra curricular activities on the Junior High School level will be reimbursed at \$200.00 per school year.

E. The Band Director shall receive \$500.00 a year for carrying out his duties as outlined in 4116 a of the 1965-66 Staff Handbook. The Band Director will receive a reimbursement of \$400.00 for the summer band program.

F. On the Senior High yearbook, \$150.00 reimbursement per year will be made to the teacher in charge of Captions, Editorials and Written Memoranda. \$150.00 reimbursement per year will be made to the teacher in charge of Photographs, Art, Design. \$150.00 reimbursement per year will be made to the teacher in charge of commercial aspects such as selling ads, commercial layout, etc. \$150.00 each may be reimbursed from the Internal Account if profits warrant this additional reimbursement.

G. \$50.00 reimbursement will be made to the teacher in charge of the Senior play. \$50.00 reimbursement will be made to the teacher in charge of the Junior play. \$50.00 each per play may be reimbursed from the Internal Account if profits warrant this additional reimbursement.

H. \$100.00 reimbursement will be made to the teacher in charge of journalism and the newspaper at the junior high school during one school year.

I. At the present time, certain special area personnel are receiving additional reimbursement. Personnel in the following areas presently receiving additional reimbursement are:

- a) art
- b) library

Those persons in the special areas receiving additional reimbursement shall continue to receive this additional pay of \$300.00 a year as previously established by the Board. If either of these teachers leave the system their replacements would not come under this provision.

J. The Director of Driver Education will receive additional reimbursement of \$300.00 per year starting July 1, 1965.

K. Instructors of Driver's Education are to receive \$4.00 an hour for each hour of classroom instruction, and \$3.00 an hour for behind-the-wheel instruction.

L. \$100.00 reimbursement will be made to the teacher in charge of forensics and debate.

M. \$100.00 reimbursement will be made to the teacher in charge of the Bookstore.

N. Instructors of adult education and summer school classes will be reimbursed at the rate of \$4.00 an hour.

O. All expense for conferences, if approved by the administration, will be reimbursed in full.

P. Mileage expenses incurred in the performance of duties shall be reimbursed at the rate of eight cents (.08) per mile.

Q. When a substitute cannot be found for a teacher and it is a situation in which substitutes are normally hired, or should be hired, then the teacher who is assigned to supervise the class will be compensated at the rate of \$3.50 per class.

R. Summer swimming program instructor shall be reimbursed at the rate of \$3.85 per hour.

S. Monroe County Intermediate School District salary schedule for the

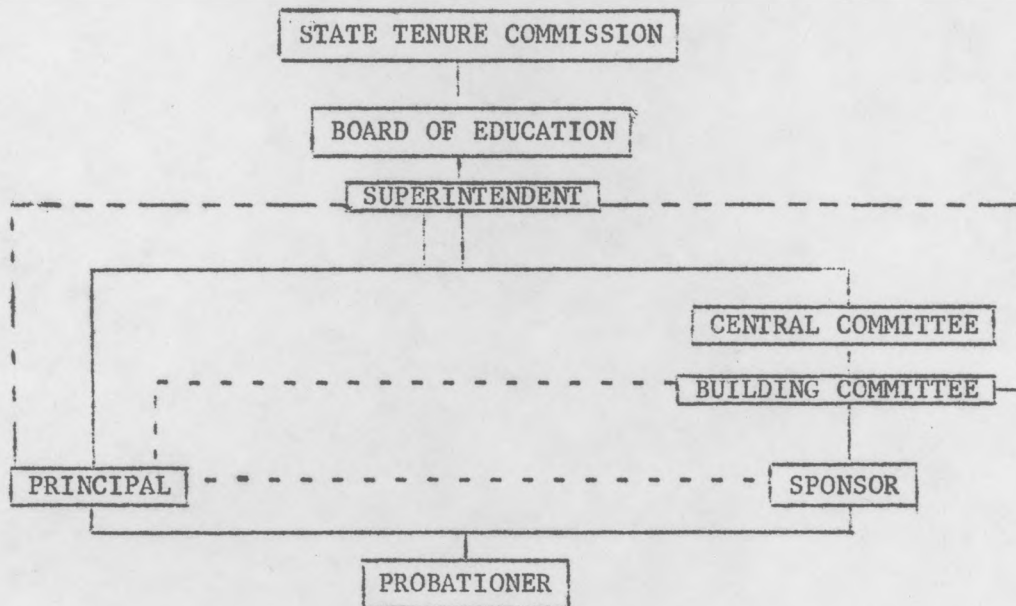
following positions:	Minimum	Maximum
Diagnostician	\$7,000.00	\$9,000.00
Speech correctionist	5,700.00	7,400.00
Visiting teacher	6,400.00	8,600.00

CALENDAR

1966/67 SCHOOL YEAR

August 31	Pre-School Conference (Beginning Teachers)
September 1	Pre-School Conference (All Teachers Agreement Ratification)
September 2	Pre-School Conference (All Teachers)
September 6	School Starts
November 3	MEA Regional Meetings
November 4	MEA Regional Meetings
November 24	Thanksgiving Recess
November 25	Thanksgiving Recess
December 23	Christmas Recess starts after school
January 3	School resumes
January 20	First semester ends Grading Day
March 23	Easter Vacation starts after school
April 3	School resumes
May 29	Memorial Day Vacation
May 30	Memorial Day Vacation
June 7	Final Exams
June 8	Final Exams
June 9	Last day of school
June 12	Teachers check-out
June 13	Teachers check-out

TENURE STRUCTURE CHART



- _____ Direct Communication
- - - - - Advisory Lines of Communications
- - - - - Written Reports

TENURE POLICY OF MASON CONSOLIDATED SCHOOLS

I. TENURE POLICY

A. TENURE

The teachers of the Mason Consolidated Schools hold their positions under the provisions of the Michigan Tenure Act which is Act 4 of the Public Acts of the first Session of 1937, as amended through the regular session of 1964.

1. Employees coming under tenure

- a. All teachers who have completed the probationary period and who are certified by the Michigan State Board of Education and who are holders of a teacher's contract with the Mason Consolidated Schools Board of Education are under the provisions of the Michigan Tenure Act.
- b. Supervisors, principals, assistant principals, counselors, and the superintendent of schools are not under the provisions of the Michigan Tenure Act as administrators but they are under tenure provisions as active classroom teachers.
- c. Tenure status does not cover any extra-curricular activities for which compensation is paid.

2. Continuing Tenure

- a. A person on continuing tenure shall not be re-assigned to a position for which he is unqualified unless by written consent of that person.
- b. Resignation. A written notice of resignation shall be filed with the superintendent of schools at least 60 days prior to the opening of school, except in cases where extenuating circumstances may waive such notice. An infraction of this clause will constitute a violation of professional ethics and shall become a part of the personnel record of the employee.

II. ORGANIZATION

A. SPONSORS

1. Appointment

- a. The sponsor shall be a tenure teacher, selected by the building principal, and appointed for a full period of probation. If a third year of probation is involved a different sponsor may be appointed.
- b. The administration shall appoint, or designate the supervisory staff member responsible for the appointment of a sponsor for the probationary personnel not assigned to any specific school; and that individual shall assume the Principal's role with respect to the Tenure Structure Chart.

2. Duties and Responsibilities

- a. The role of the sponsor is advisory and informative.
- b. The sponsor shall make a friendly contact with the probationer prior to the opening of school, if possible.
- c. The sponsor shall acquaint and assist the probationer with the routine duties and procedures of the school system; such as forms, reports, precedents, etc.
- d. The sponsor shall meet with the probationer and principal at regularly scheduled conferences, and at such other times as is felt necessary. At the regularly scheduled conferences, the sponsor shall act as recorder and furnish the principal, probationer, and the building committee chairman with copies of the proceedings at his option if he feels there may be an impending problem.
- e. The sponsor shall meet with the building committee at such times as the probationer status is to be discussed.
- f. The sponsor shall notify the principal in the event the sponsor-probationer relationship proves unsatisfactory. If dissolution is requested the request shall be filed with the principal in writing.

B. RESPONSIBILITIES OF THE PRINCIPAL

1. To the Probationer

- a. The principal shall be responsible for all supervisory activities as related to the probationer under his jurisdiction.
- b. Principal shall notify the probationer in writing of the appointment of his sponsor as soon as the appointment is made.
- c. The principal shall select a new sponsor in the event the sponsor-probationer relationship proves unsatisfactory. Disolution of the sponsor assignment will be considered only upon written request of one or both parties--sponsor and/or probationer.
- d. The principal shall see that the probationer is acquainted with the tenure program.
- e. The principal shall schedule a minimum of two probationer-sponsor-principal conferences a year and such other conferences as deemed necessary or advisable by any of the parties.

- f. The principal shall make a classroom visitation to the probationer prior to each of the two probationer-sponsor-principal conferences.
- g. The principal shall keep a written record of conferences held, and file with a record of the recorder's notes as provided by the sponsor at the probationer-sponsor-principal conferences.

2. To the Sponsor

- a. The principal shall select the sponsor from the tenure teachers on his staff. He shall notify the sponsor in writing of his selection as soon as possible thereafter. Under small staff conditions a tenure teacher may be required to sponsor more than one probationer at the discretion of the administration and consent of the tenure teacher.
- b. The principal shall see that the sponsor is acquainted with his responsibilities.
- c. The principal shall review the report of the probationer-sponsor-principal conferences and confer with the sponsor, if necessary, before it is submitted to the building committee.

3. To the Building Committee

- a. The principal shall set a time for the initial meeting of the building committee.
- b. The principal shall respond as advisor to the building committee at the request of its chairman.

4. To the Superintendent

- a. The principal shall transmit to the superintendent written reports as required by the tenure structure.

C. BUILDING COMMITTEE

1. Organization

- a. Members of the committee shall be elected by ballot form and by the tenure teachers in the building at a special meeting called by the chairman for that purpose, and within the last school month of the school year; except that the initial meeting in the various schools be called by the principal of the building.
- b. The committee shall be composed of three (3) members for each level that contains less than fifty (50) teachers, and shall be composed of five (5) members for each level that has fifty (50) or more teachers.

- c. For the first year of tenure in the system the three member committee shall be comprised of one member elected for one year, one member elected for two years, and one member elected for three years; the five member committee shall be comprised of one member elected for one year, two members elected for two years, and two members elected for three years. When the initial terms expire, all new members to the committee shall be elected for terms of three years. Any unexpired terms shall be filled by an election held for that purpose by the tenure teachers in the building within thirty (30) school days after the vacancy occurs upon notification of the committee chairman or a remaining committee member.
- d. The chairman of the building committee shall serve a one year term as chairman and shall be selected as chairman by the members of the committee at an organizational meeting during the first week of the school year. Re-election is optional. The chairman shall be the representative to the Central Committee.
- e. A secretary shall be appointed at each meeting to write the minutes and proceedings and furnish the chairman with a copy. The secretary shall also write the reports needed.

2. Duties and Responsibilities

- a. The building committee shall meet at least twice a year; once in November and once in February for the specific purpose of receiving information from the sponsors on the status of each probationer. Reports from the principal-sponsor-probationer conference shall be reviewed at these times.
- b. The building committee shall make a written report of its findings after the second probationer status meeting and copies shall be placed with the superintendent, principal, probationer, and chairman of the building committee. Reports shall be dated and signed by each member of the committee and probationer; these reports shall be, and classified as, "Confidential".
- c. The building committee shall meet during the first school month of the school year with the principal and the sponsors for the purpose of reacquainting themselves and informing themselves on local Tenure Structure and Tenure Policy.
- d. The building committee shall accept from the probationer written suggestions of ways in which he has, or might have, received assistance in his initial years. These suggestions shall then be reviewed by the sponsor and the principal with the building committee. When further action is deemed warranted the matter may be referred to the central committee.
- e. All building committee reports concerning any probationer shall be destroyed when that teacher is placed on tenure.

- f. Any tenure teacher who does not conform to the high standards of tenure and the MEA Code of Ethics may be asked to appear before the building committee. His conduct shall be reviewed and if the situation warrants action, the building committee shall take remedial action for the purpose of avoiding referral to the Superintendent or Board of Education. Such referral to the building committee may be made by any tenure teacher or administrator and must be made in writing and signed. One copy shall be sent to the building committee chairman and one copy to the principal.
- g. Advisory Capacity: The building committee shall accept from the principal suggestions which will follow the advisory route as outlined on the Tenure Structure Chart. This line of communication shall be conceived as being in both directions.

D. Central Committee

1. Organization

- a. Members of the central committee shall consist of the building committee chairman, superintendent, a principal elected from and by the building principals, and one member of the Board of Education designated by the President of the Board of Education.
- b. The chairman of the central committee shall be a classroom teacher elected from and by the members of the committee for a period of one year, at an organizational meeting held during the first school month called by the superintendent.
- c. The secretary shall be provided by the superintendent.
- d. The central committee shall meet a minimum of two times during the school year, in addition to the organizational meeting; once in December and once in March. Other meetings may be called by the chairman at such times as deemed necessary.

2. Duties and Responsibilities

- a. The central committee shall consider matters which concern the whole school system in the operation of tenure and items carried to the committee from the building committees. In case of notification of dismissal of a tenure teacher, there shall be a review by this committee, if written request is made by the tenure teacher.
- b. The central committee shall make recommendations for the revision of the Tenure Structure when deemed necessary. An annual review of the Tenure Structure shall be made at a special meeting called for this purpose by the chairman in the spring, prior to the close of the school year. Suggested revisions of this tenure policy shall be proposed to the Board of Education and the Association.
- c. The central committee shall review all matters which directly or indirectly affect tenure policy and the teaching staff.

- d. The central committee shall review the written "Confidential" reports concerning probationer status from the building committee, and also the written principal's report upon the request of the probationer.
- e. All forms specified for use in the terms of this Tenure Structure shall be prepared and approved by this committee.