

8/31/72

Erie-Mason 3

(Monroe Co.)

1971-72

ERIE-MASON EDUCATION ASSOCIATION

AND

MASON BOARD OF EDUCATION

MASTER AGREEMENT

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

As of March 1, 1972, the Mason Education Association will be officially known as the Erie-Mason Education Association.

MEA
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MASON EDUCATION ASSOCIATION AND MASON BOARD OF EDUCATION
AGREEMENT

This agreement entered into this first day of September, 1971 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 predominantly 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 laws of the United States.

ARTICLE II
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, school diagnostician (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 XV 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.

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.

E. Teachers shall have an opportunity to have a copy of contract changes in their hands 24 hours before voting.

ARTICLE III
TEACHERS 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 meetings, and fund raising activities for the Mason Teacher's Scholarship Fund, this includes use of equipment necessary for the preparation and conduct 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. Association business may be conducted during the school day when it doesn't conflict or interfere with the normal school operations.

D. The Board agrees to furnish twelve (12) copies to the Association, in response to reasonable requests from time to time, available information concerning the financial resources of the district, budgetary requirements and allocation, 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.

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 (1971-72), 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 eighty-one (181) days which shall include student membership days. 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, 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. The minimum number of days in session shall be according to the interpretation of the State Board of Education.

D. The calendar for the 1971-72 school year, subject to the 181 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 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.

ARTICLE V
TEACHING HOURS

A. The teaching day shall start 20 minutes prior to the start of classes except for those assigned to special duty for supervision of bus arrivals. Assignment of Supervisory Bus Duties to be made by the Building Principal. Teachers will be expected to be supervising student conduct at their assigned place of duty 15 minutes prior to the start of classes. Violation of the above stated 15 minutes shall be penalized as follows:

1. Verbal warning
2. Written warning
3. Repeated written warnings shall be just cause for dismissal under the Tenure Act.

Violations shall be determined by the Building Principals. Assigned teachers shall supervise students to buses and while loading. Then teachers shall be free to leave school immediately after the buses leave the school, except for late bus supervisory personnel. They shall also be expected to stay without reimbursement if a parent requests a meeting in advance, and to attend not more than eighteen inservice or staff meetings per year. Duty rosters will be made by the principal to assign teachers to hall duty when the first bus arrives and when the last bus leaves.

ARTICLE VI
TEACHING LOADS AND ASSIGNMENTS

- A. Each secondary teacher shall have a planning or conference period.
- B. 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.

C. Teachers hereby agree to supervise playgrounds during recess periods. Supervision of children at recess period shall be arranged under the direction of the building principal. During inclement weather, as determined by the principal, teachers will supervise recreational activities within their own classroom.

D. 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. If a change in assignment becomes necessary after June 1, because of resignations, the involved teacher(s) will be contacted and the matter shall be fully discussed as soon as possible. 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 reassigning probationary teachers to different grade levels unless the teachers request such change. In an emergency situation after September 1, positions will be filled by a tenure teacher in inverse seniority order but within a two grade level and for that year only.

E. Teachers are granted a 30 minute duty free lunch hour. Teachers at North, South and Luna Pier will have a 45 minute duty free lunch period.

ARTICLE VII
TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the teacher and the Board. 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 ensuring 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. (Kindergarten teachers will count as two (2) units when she teaches two (2) sections.) Combination classes only when necessary and then only limited to twenty-four pupils.

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 therefore 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 representative 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 or permitted to drive a school bus as part of his regular assignment.

E. The Board shall make available in each school 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 should be obtained from 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. Faculty members shall be provided parking spaces in a designated area. The Board shall take reasonable steps to remove snow and ice.

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 education opportunity to all pupils.

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

L. Teachers who cannot use their classroom for conference periods should make arrangements with the building principal for available work areas.

M. An extra person will be added whenever a study hall is scheduled for 100 or more students or a second teacher will be added when a proven problem exists; to be handled by a committee of Mr. Meeker, a teacher representative, the teacher involved and Mr. Bodell. (Senior High School only.)

ARTICLE VIII
PROMOTIONS, TRANSFERS, AND REDUCTION OF STAFF

A. Whenever any vacancy in any professional position, or newly created 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 in the staff bulletin. Any vacancy or opening that occurs between September 1 through June 10 shall be filled at the discretion of administrator except in the cases of promotion which will be posted.

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 therefore 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.

C. The Board of Education will attempt to advise staff members of openings brought about by grants given to the district by the Federal Government. Because of deadlines to get projects started, the administration will fill openings at its discretion. Such positions may be such that higher salaries will be paid because of the type of project funded.

D. When reorganization requiring reduction of staff is necessary due to loss of revenue, the Board of Education will determine the number of personnel to be maintained in grade and subject matter areas. In reducing staff, non-tenure teachers and teachers with the shortest service in Mason Schools will be first terminated. Tenure teachers with long service will not be terminated before tenure teachers with shorter service

or probationary teachers except in cases in which the teacher with the longer service is not certified or qualified to teach in the specific areas required by the Board of Education.

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 staff bulletin.

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.

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 one hundred twenty (120) 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.

B. Any absence beyond four consecutive days due to illness will necessitate a doctor's statement approving return to the classroom. Any teacher on sick leave for a longer period than that which they have accumulated, shall have one day's wages or 1/181th of their contractual salary deducted from their salary for each day's absence beyond the number of accumulated sick leave days.

D. When it becomes apparent to a building principal that a teacher is abusing his sick day leave, it will be the principal's responsibility to inform the teacher involved. If the situation still exists, the superintendent will be notified and may have the teacher substantiate future absences for the remainder of the year.

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 noncumulative. 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 teachers 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 to a teacher who has been employed by the district for two years and recommended for tenure 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. In the event the teacher becomes pregnant during the school year the teacher should notify the administration as soon as possible after the pregnancy has been positively determined. The start of a maternity leave without pay will be determined by the superintendent, after discussion with the teacher involved and the principal,

in regards to her regular assignment. Their decision must be supported by a monthly physician's statement stating the advisability of the teacher remaining in her position. 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 (limited to two years.). Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

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
TEACHER EVALUATION

A. All monitoring or observation of the work performances of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, 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. Any derogatory letter that is placed in a teachers file shall be destroyed at the end of two calendar years, providing the misunderstanding on the situation has been rectified.

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 XV.

E. Teacher shall be evaluated for tenure according to the Tenure Policy which is attached 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 written 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. Consistent failure to follow written board policy.

ARTICLE XIII
PROTECTION OF TEACHERS

A. In order to give administrative backing and support, the administration will work with teachers to develop a sound and orderly procedure of handling discipline problems in each school. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance or control and discipline in the schools. Discipline Code adopted formally on May 17, 1971.

The Board further recognizes that it is difficult for teachers to handle emotionally disturbed students. The Board will take reasonable steps to ease the teacher's load and help the teacher meet his responsibilities with respect to such pupils. Whenever a student appears to require the attention of special counselors, social

workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps to help the student.

B. Any case of assault upon a teacher performing 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 complaintant. Unless the complaint is signed by the complaintant, it cannot be used in evaluation of the teacher, or placed in his 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 to the Board, except in the cases where teachers are not following expressed written Board or administrative policy, for any damage or loss to person or property.

G. A teacher shall not be required to maintain students who have a condition which may be contagious or otherwise hazardous to the well being of other members in classroom as being determined by a nurse, unless overruled by a physician.

ARTICLE XIV
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 mutually decide the date to begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board at this time. Negotiations will, however, begin not later than March 1 prior to the expiration of this agreement if mutually agreed by both parties.

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 XV
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, written board policy or the express terms of this agreement.
2. The term "teacher" may include any individual group of teachers who are certified and who are members of the bargaining 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 grievance.
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 in the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of 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.

It is expressly understood by the Association and the Board that the Grievance Procedure beyond Level Four (4) shall not apply to areas of discharge and demotion and that should a dispute arise in such areas the teacher or group of teachers shall have as their remedy the first four levels of the Grievance Procedure and those procedures provided under the Tenure Act.

C. Structure

1. There shall be one or more association representatives for each school building to be selected in a manner determined by the Association. The Association shall inform the principal of each school building and the superintendent not later than the second week of school of the name or names of the designated Association representatives of each school building and their designated alternates in case of absence.
2. The association shall establish a grievance (PR & R) 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 or such other person, as designated by the board prior to the commencement of the next ensuing school year and after designation of such other person is communicated to the Association's Board of Directors and the building staff, shall be the administration representative when a particular grievance arises in one building for the purpose of Level Two hereinafter specified.
4. The Board hereby designates as its representative the Superintendent when a 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 ensuing school year. In this case, the term "days" shall mean calendar days. A number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

1. Level One

The teacher with an alleged grievance shall first discuss the matter with his Association representative. If the Association representative concurs that a grievance exists, the teacher and/or the Association representative shall process the grievance in accordance with Level Two within five (5) days of the alleged violation. If the Association representative does not feel a grievance exists, the grievant may appeal the Association representative's decision to the appeal committee within three (3) days of the initial discussion with the Association representative. The appeal committee shall render its decision within five (5) days of the appeal by the grievant as to whether a grievance exists. If the appeal committee feels a grievance exists, the grievant and/or the Association representative shall process the grievance to Level Two, within three (3) days from the decision of the appeal committee. If the appeal committee does not feel a grievance exists, then the grievant may process the grievance to Level Two within three (3) days of the appeal committee's decision at his own initiative and without the Association's support.

2. Level Two

The teacher with a grievance, shall present the matter in writing to his principal, either individually or with his Association representative, in writing with the objective of resolving the matter. The principal shall render his decision in writing within three (3) school days. In the event the grievance is not satisfactorily resolved at Level Two within six (6) 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 judgement 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 decision at Level Two does not resolve the grievance, the grievant and the committee may appeal the decision at Level Two in writing within three (3) days of said decision 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/or the Association representative concerning the alleged grievance. Within five (5) days after said meeting, the superintendent shall in writing render his decision upon the grievance.

4. Level Four

If the decision at Level Three is unsatisfactory to the grievant or the Association, either may appeal same in writing within five (5) days of the decision of the superintendent to the Board of Education's review committee. The review committee shall be composed solely of board members. Within ten (10) days after receipt of the appeal the review committee shall hold a hearing concerning said appeal with the grievant and/or the grievance committee. Within five (5) days from the date of said hearing the review committee shall render its decision in writing, transmitting a copy of same to the superintendent, the Association (whether or not the Association has been present at any of the hearings held thereon) and to the grievant.

5. Level Five

If the decision at Level Four is not satisfactory to the grievant and/or the Association, either may within five (5) days of the decision at Level Four file notice with the secretary of the Board of Education of its intent to appeal same. Thereafter, the Board and the Association each shall choose a person from the surrounding community who is not a member of the Board of Education or with the Association to act as a mediator on a three-member panel within five (5) days of the filing of the Association's notice to appeal the decision at Level Four. The mediators so chosen shall agree upon a third member for the panel within fourteen (14) days of the date of their selection. Thereafter, they shall conduct a hearing on said grievance to determine the facts under which the grievance arose and make recommendations based on their findings concerning the solution of the agreement within six (6) days of its hearing. The Board of Education and the Association agree to take into consideration recommendations and findings of the panel. The cost of the third mediator will be borne equally by both parties.

6. Level Six

In the event that a satisfactory solution is not arrived at by the mediation panel in Level Five, the Association or the grievant may file its 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 its own cost incurred under Article XV.

G. Any party of interest may be represented at all meetings or 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 judgement 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 XVI
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-curricular activities.

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

ARTICLE XVII
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 required to observe the following rules for requesting substitutes:

1. 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.
7. Teachers who fail to report sick will lose the day in pay.

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

C. The Association shall deal with ethical problems arising under the Code of Ethics and 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.

D. 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 policies 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.

E. 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.

F. 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.

G. 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.

H. Any teacher resigning to join the Peace Corp may reapply for a position. If he is rehired, 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.

I. 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.

J. Each teacher is responsible for his own certification, then certificates are due in the superintendent's office by October 25 of each year. Any loss in state aid because a teacher isn't properly certified shall be deducted from the salary of the teacher involved.

K. When standardized tests are given teachers will not be required to grade them but will analyze the results.

L. The proposals for change in this Master Agreement will be made available by both the Mason Education Association and the Mason Board of Education by April 1 each year to allow sufficient time to study each proposal. No proposal will be accepted by either party after April 1 of the given year unless both parties agree to consider the proposal.

M. Contracts for coaching and driver education will be awarded in March.

N. Jury Duty - If, during the school year, the superintendent is not able to get a teacher excused from jury duty, the board of education will pay up to ten days regular salary for jury duty. Any check for such duty will be sent to the Mason Board of Education.

O. A teacher shall not leave his or her class unattended at any time except when proper procedures are followed.

1st offense	Oral warning
2nd offense	Written warning
3rd offense	Discussion with local MEA officer(s) and sponsor teacher
4th offense	3 days off without pay
5th offense	Dismissal

P. No teacher shall leave the premises of the Mason school in which he teaches anytime during the school hours without authorization of the principal in the building.

Q. Room temperature shall be conducive to learning.

R. The tentative agenda for the board meeting will be made available to the Association.

S. The Board of Education and the Mason Education Association have the right to demand a clinical examination, either physical or mental or both, at board expense, when in their estimation, the health of the teacher is such as to make him unfit for service in the school system. The teacher may select a second psychiatrist at his expense and a third psychiatrist shall be used if necessary at divided cost.

T. Address directories will be given to only concerned parties.

U. The Tenure Policy and the Code of Ethics are now separated from the Master Agreement and are not a part of it. 69/70

ARTICLE XVIII
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1971 and shall continue in effect for one (1) year until the 31st day of August, 1972. 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

MASON EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

SCHEDULE B
EXTRA COMPENSATION

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

B. 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.

C. During the first year of service as a counselor the reimbursement 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.

D. The Band Director shall receive \$700.00 a year for carrying out his duties as outlined in 4116 of the Board Policy Book. The Band Director will receive a reimbursement of \$400.00 for the summer band program.

E. 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 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.

F. \$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.

G. \$100.00 reimbursement will be made to the teacher in charge of journalism and the newspaper at the junior high school during the school year. \$300.00 reimbursement will be made to the teacher in charge of journalism and the newspaper at the senior high school during the school year.

H. At the present time, certain special personnel are receiving additional reimbursement. Personnel in the following areas presently receiving additional reimbursement are: a) Art. This person in the special area receiving additional reimbursement shall continue to receive this additional pay of \$300.00 per year as previously established by the Board. If this teacher leaves the system his replacement would not come under this provision.

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

J. Instructors of Driver's Education are to receive \$5.00 an hour for each hour of classroom instruction and behind-the-wheel instruction.

K. \$200.00 reimbursement will be made to the teacher in charge of forensics and debate.

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

M. All expenses for conferences, if approved by the administration, will be reimbursed. Maximum of \$10.00 a day for meals, other costs shall be reimbursed in full.

N. Mileage expenses incurred in the performance of duties shall be reimbursed at the rate of ten (.10) cents per mile.

O. 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 \$5.00 per class in the junior and senior high schools. Teacher shall not be paid for more than one hour per day on a substitute basis.

P. No substitute teacher salary shall exceed that of the lowest or beginning regular teacher salary.

Q. Every reasonable effort shall be made at the elementary level to see that the teacher isn't assigned recess and noon duty on the same day.

R. Junior and Senior class advisors will be paid \$150.00 per person. (2 per class).

SALARY SCHEDULE CONTINUATION

The salary of the school nurse shall be set according to the teachers' salary schedule if she has a B.S. degree in nursing or has a teaching certificate. Otherwise the pay shall be comparable to the nurse's annual salary in the county health department.

Teachers coming into the system from other systems shall receive credit up to a maximum of eight years on the present (adopted) schedule. 68/69. Two years will be allowed for military service but the teacher must have teaching experience before military service is allowed. No teacher coming into the system shall earn more than a teacher presently employed with the same number of years experience. Any teacher serving in the system prior to the beginning of the second semester will be credited with a full year.

Permanently certified teachers must present two (2) semester hours of credit every three (3) years for professional growth at school expense. (Tuition only) Those who don't present the two (2) semester hours of credit will not qualify for any increase in salary. (Non-resident tuition rates if actually paid) Maximum amount will be paid by the Board of Education. 71/72.

Teachers who like to travel may take college travel courses with credit. (Tuition for 2 semester hours will be allowed).

These two hours may be waived by the superintendent of schools by request in advance if the teacher accepts summer employment that would be of benefit to the teaching duties or if they enrolled in a non-college course that would also be a benefit to their teaching situation.

There would be no reimbursement to the teacher by the board of education in the work experience course or the non-college course.

Blue Cross Insurance rates are accepted. Teacher may use MEA Insurance by paying the difference. Head of household will only receive this insurance except a wife without insurance will be allowed single coverage.

<u>71/72</u>	<u>Single</u>	<u>Husband & Wife</u>	<u>Full Family</u>
Blue Cross	15.31	39.43	42.32
MEA	18.04	40.74	46.64

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