P.N. (Kat.) Mason NEGOTIATIONS Filit Ur rue Education Association

OFFICE OF PROFESSIONAL NEGOTIATIONS Michigan Education Association

TEACHER'S MASTER CONTRACT

1967-68

EI

OFFICE OF THE

Mason Public Schools

Mason, Michigan

2. No 3. 6-30-68 4. No 5. Yes

MEA 1216 Kendale E. Lansing, M1 48823

Mason Public Schoole Board of Educatio

INDEX

Forward

2

Article	I	Recognition and Term
Article	II	Academic Freedom
Article	III	Teaching Hours
Article	IV	Classloads
Article	v	Teaching Conditions
Article	VI	Membership Rights and Privileges
Article	VII	Qualifications and Assignments
Article	VIII	Teacher Evaluation
Article	IX	Leave Policies
Article	х	Student Discipline and Teacher Protection
Article	XI	Retirement
Article	XII	Grievance Procedure
Article	XIII	Professional Study Committee
Article	XIV	Board of Education Policies
Article	XV	Rights of Parties
Article	XVI	Professional Compensation
Appendia	K I	Salary Schedule

Appendix II Extra Compensation

MASON PUBLIC SCHOOLS Proposed Agreement Teachers' Master Contract

This Contract entered into this ______ day of ______ ,A.D., 1967, between the Board of Education of the Mason Public Schools,

hereinafter referred to as the "Board", and the Mason Education Association, hereinafter to as the "Association".

It is mutually agreed as follows:

ARTICLE I RECOGNITION AND TERMS

Section A Recognition The Board recognizes the Association as the sole and exclusive representative with respect to wages, hours, and working conditions for all elementary and secondary teachers, special education teachers under contract to Mason Public Schools, guidance counselors, librarians, substitute teachers, and the athletic director, but specifically excluding the superintendent, assistant superintendent, principals and assistant principals, and all other employees of the school district.

<u>Section B</u> <u>Term</u> The term TEACHER, when used hereinafter in this Agreement, shall refer to all employees represented by the Association as herein defined and masculine gender shall include feminine.

-1-

<u>Section C</u> <u>Term of Contract</u> This Agreement shall become effective as of July 1, 1967 and shall continue in effect without modification or amendment, except by mutual agreement through June 30, 1968.

ARTICLE II ACADEMIC FREEDOM

Section A Facilities and Materials The parties recognize that the availability of optimum physical facilities, and materials such as maps and globes, laboratory equipment, library materials and reference facilities, and similar materilas for both student and teacher is desirable, and is necessary for high quality education. Everything should be done to insure that the teacher is used primarily to teach. To work toward the goal of quality education there will be available at each school adequate typing, duplicating, stencil and mimeograph facilities for use by the teachers in the preparation of instructional material.

Section B Academic Freedom The Board agrees that Academic Freedom is essential for good teaching. Limitations only where and when necessary and based only on accepted standards of professional educational responsibility, shall be placed upon study, investigation, presenting and enterpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning.

-2-

ARTICLE III TEACHING HOURS

Section A Teaching Hours Teachers agree to be in their building 25 minutes prior to the beginning of the school day, and at their assigned place of duty 15 minutes prior to the beginning of the school day. Teachers will leave no earlier than 15 minutes following dismissal of school, except with permission from the building principal.

Section B Noon Playground Supervision The Board agrees to employ personnel to supervise a noon playground period for the entire playground period at elementary schools on days when weather permits the children to be outside. During this playground period, teachers will not be responsible for the supervision of children.

<u>Section C</u> <u>Recess Playground Supervision</u> Teachers hereby agree to supervise playground during recess periods. During inclement weather teachers will supervise recreational activities within their own classrooms if no multi-purpose room is available. Principals will make the responsibilities as equitable as possible.

<u>Section D</u> <u>Duty Free Lunch Hour</u> All teachers will be entitled to a duty free uninterrupted lunch period.

<u>Section E</u> <u>School Calendar</u> The Association may recommend a suggested school calendar for the next school year to the Superintendent by March 1.

-3-

ARTICLE IV CLASS LOADS

Section A The teacher-pupil ratio is an important aspect of an effective educational program. The parties agree that class size should be adjusted whenever possible to meet the following class loads.

Elementary

K-2nd	grade	28
3-6th	-	30

obectar radacton T.	Special	Education	15
---------------------	---------	-----------	----

Secondary

Industrial Arts	24
Office Machines	24
Speech	24
Art	28
Bookkeeping	28
English	28
Home-making	28
Language	28
Mathematics	28
Science	28
Shorthand	28
History	30
Social Studies	30
Drafting	30
Physical Education	40
Typing	40

ARTICLE V TEACHING CONDITIONS

Section A School Facilities, Bulletin Board, Smoking The Board shall make available in each school, restrooms and lavatory facilities exclusively for teacher use, and a room shall be provided for use as a faculty lounge in which smoking shall be permitted and a bulletin board for teacher use shall be contained. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards. The Association may use the district inter-school mail service and teacher mail boxes for communications to teachers.

<u>Section B</u> Parking Facilities Where school-owned property is available the Board agrees to provide parking areas for teacher use.

<u>Section C</u> <u>School Records</u> The Administration will be responsible for initiating the new CA 60 kindergarten records (initiating in . this instance means putting the name, address and birthdate on each record).

<u>Section D</u> <u>Hazardous Conditions</u> Teachers are protected from working under unsafe or hazardous conditions or to perform tasks which endanger their health safety or well being by the workman compensation law and the State Fire Marshal's Office.

-5-

<u>Section E</u> <u>Telephone Use</u> Throughout the school system, telephones, having a reasonable degree of privacy, shall be made available to teachers for school business and emergency personal use. Teachers are to pay for all toll charges for their personal calls.

<u>Section F</u> Fire Drills The principals should confer with the teachers in each building at the start of the school year as to the times of the day when fire and other related drills interfere least with the instructional program.

Section G School Closing In instances where schools are closed because of severe inclement weather or acts of God, the teachers shall not be required to report for work. If the Board deems it necessary to make up any of these days it shall do so only after consulting with and obtaining a majority vote of approval from the teaching staff.

ARTICLE VI MEMBERSHIP RIGHTS AND PRIVILEGES

<u>Section A</u> The Association and its members shall have the right to hold their professional meetings in school buildings after working hours until 10:00 p.m. at the convenience of the school principal involved (said meetings to be held on working days only).

<u>Section B</u> No cost of conducting the business of the Association shall be at the expense of the school district.

-6-

<u>Section C</u> The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and without regard to race, creed, religion, color, national origin, age, sex, or marital status. The private and personal life of any teacher, within the bounds of usually accepted moral standards, shall not be grounds for any discipline or discrimination.

<u>Section D</u> The Board agrees with the policy that membership in the Association be open to all teachers regardless of race, creed, sex, marital status, or national origin.

<u>Section E</u> At the request of the Association there shall be regular meetings between September 1 and February 1 of the Superintendent, or his designees, and the executive committee of the M.D.M.E.A. There may be released time for general meetings of the administration and the Association each semester.

<u>Section F</u> The Board agrees to provide each teacher with a copy of this Agreement.

ARTICLE VII QUALIFICATIONS AND ASSIGNMENTS

<u>Section A Qualifications</u> No new teacher, who does not have a bachelor's degree and a valid teaching certificate from an accredited college or university, shall be employed by the Board for a regular teaching assignment (teacher interns are exceptions).

-7-

<u>Section B</u> <u>Assignments</u> New teachers shall not be assigned outside of the scope of their teaching certificate or their major or minor field of study.

Section C Teachers Schedules All teachers shall be given the opportunity to review their teaching assignment for the following year before the close of the present school year. Teachers will be consulted whenever possible before any changes in their schedules are made after the close of the school year. Only in case of an emergency will teacher assignments be changed after the 15th day of August.

<u>Section D</u> Extra Assignments Any assignments in addition to the accepted teacher responsibilities during the regular school year shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

<u>Section E</u> <u>Transfers</u> Teachers desiring transfer for the next school year shall file a written request with the Superintendent prior to March 15th.

<u>Section F</u> <u>Involuntory Transfer</u> Involuntory transfers shall not be used as a means of disciplining a teacher or of forcing the resignation of a tenure teacher.

-8-

Section G Vacancies Whenever any vacancy in any professional position in the district shall occur, other than that of a classroom teacher, the Board shall publicize the same by giving written notice of such vacancy in all buildings. The vacancies shall be posted at least 10 days before permanently filling the positions. The Board agrees to consider all applicants.

Section H Any teacher who shall be transferred to a supervisory or executive position in the Mason Public Schools 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.

<u>Section I</u> <u>State Institute</u> The teacher may elect to attend the State Institute which is designated as the M.E.A. Region 8 Conference or to report to his school.

ARTICLE VIII TEACHER EVALUATION

<u>Section A</u> The work performance of all probationary teachers shall be evaluated in writing, at least once each and preferably twice the 1st semester and once the 2nd semester. Tenure teachers shall be evaluated at least once every two years.

<u>Section B</u> Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work.

-9-

<u>Section C</u> <u>Teacher Evaluation</u> Formal monitering or observation of the work of a teacher shall be conducted openly and in the classroom with full knowledge of the teacher. Formal monitoring in any other manner shall be done only with the consent of the teacher.

<u>Section D</u> A copy of the written evaluation shall be made available to the teacher upon request at the time of such personal interview, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

Section E In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reason or reasons in writing.

ARTICLE IX LEAVE POLICIES

<u>Section A</u> Ten days of leave with pay, to be used for sickness or death, injury, or serious illness in immediate family or personal business as specified below will be granted to each teacher at the beginning of the school year. It is to be considered as granted on the basis of one day for each month of service during the school year. In the event the teacher does not serve the entire school year, his leave days will be one day for each full month of service. This leave may accumulate from year to year to an unlimited maximum number of days.

-10-

<u>Section B</u> Sickness, as used in Section A, shall be construed as to include personal physical illness, emotional stress, disabling personal injury, exposure to a contagious disease, or serious illness in the teacher's immediate family. The term "immediate family" shall include the teacher's spouse, children, parents, parents-in-law, and siblings, or persons with whom the teacher has close emotional ties.

<u>Section C</u> At the beginning of every school year, each teacher shall be credited with the two personal business days granted in Section A, to be used at the discretion of the teacher. The teacher shall notify his principal at least one day in advance, except in case of emergency. The principal of each building shall not be obligated to accept more than three applications on any given day or days. The personal business day is not to be used the first or last day of a school semester or year or on a day immediately preceeding or immediately following a vacation or holiday while school is in session, except in case of an emergency.

<u>Section D</u> Any teacher drawing benefits under Workman's Compensation may elect to be reimbursed the difference between that compensation which he is receiving and his regular salary to the extent of the monitary value of the accumulated paid leave days.

-11-

<u>Section E</u> 1. A leave of absence may be granted, on recommednation of the Superintendent of Schools for a period not to exceed one year to any employee having successfully completed the probationary period. The time period is subject to renewal at the will of the Board following written request by the teacher. Requests must be made 90 days before termination of the leave and shall not exceed one year for each renewal.

2. Unless otherwise specified, a leave of absence when granted by the Board of Education, shall:

> a. Entitle the employee to return to employment in the first vacant position for \cdot which he is qualified. This re-employment privilege shall extend for not more than two years following the date of termination of the leave of absence. A refusal of offered employment during this two year period shall immediately end this privilege.

b. Not entitle the employee to accrual of sick leave.

c. Not entitle the employee to advancement on schedule for the time away from actual employment unless pre-arranged with the Superintendent of Schools.

 Time off without pay, for an emergency, or at the convenience of the job, will be considered.

-12-

<u>Section F</u> A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher will be placed on the same position of the salary schedule as if he had been in the district teaching during the period, with a limitation of two years existing for this placement. The teacher must notify the district of his intention of returning within 90 (ninety) days of his discharge.

<u>Section G</u> Maternity leave of up to two years shall be granted, commencing not later than the end of the 5th month of pregnancy, except when this date falls within one school month of the end of the semester, the teacher will be permitted to complete the semester. Return from such leave will be no earlier than eight weeks after the termination of the pregnancy upon the presentation of a health statement by a physician and if a vacancy exists for which she is qualified. A teacher returning within the provisions of this section shall retain all experience credit in effect at the time the leave was granted. A female teacher adopting a child shall receive similar leave.

ARTICLE X STUDENT DISCIPLINE AND TEACHER PROTECTION Section A The Board will give all reasonable assistance to teachers with respect to the maintenance of control and discipline in the classroom.

-13-

<u>Section B</u> It is recognized that a teacher may use such force as is necessary to protect himself or any other person from attack.

<u>Section C</u> A teacher may dismiss a pupil from his class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

<u>Section D</u> When a teacher has one or more pupils in class who constitute serious behavior problems, appropriate consideration will be given.

Section E Teacher Protection Any case of assault upon a teacher which had its inception in a school-centered problem 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.

<u>Section F</u> If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment and such action is not covered by liability insurance, the Board will provide legal counsel to advise the teacher of his rights and obligations.

-14-

<u>Section G</u> Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless he is adjudged guilty by a court of law.

<u>Section H</u> The parties recognize that in unusual circumstances it is the Boards policy to consider reimbursement for loss, damage, or destruction of clothing or personal property while on duty.

ARTICLE XI RETIREMENT

<u>Section A</u> Teachers reaching age sixty-five (65) on or before July 1, shall retire, except, the Board, at its sole discretion may, upon annual written application of the teacher to the Board, continue the employment of a teacher after age sixtyfive (65) upon sufficient showing by a health certificate signed by at least one medical doctor that said teacher is physically and mentally capable of teaching under the terms of his contract.

ARTICLE XII GRIEVANCE PROCEDURE

<u>Section A</u> A system of considering grievances alleging violations of the terms of this contract is hereby agreed upon. Should a teacher feel that a violation is in evidence the steps of procedure are as follows:

<u>Step 1</u> He discusses the matter informally with his principal within seven (7) school days of the alleged violation. If no satisfactory conclusion is reached within ten (10) school days following this discussion he may proceed to step 2 within ten (10) school days.

-15-

<u>Step 2</u> He presents his grievance in writing to the principal and requests an interview. This interview must be granted within ten (10) school days after the principal receives the request. The principal shall make his decision within ten (10) school days in writing sending a copy thereof to the teacher, and to the designated Association representative. If this decision is not satisfactory he may proceed to step 3.

<u>Step 3</u> He presents his grievance in writing to the Superintendent and requests an interview. This interview must be granted within ten (10) school days after the Superintendent receives the request. The Superintendent shall make his decision within ten (10) school days in writing, sending a copy thereof to the teacher and to the designated Association representative. If this decision is not satisfactory he may preced to step 4. <u>Step 4</u> He presents his grievance in writing to the Board of Education at least by Thursday preceding its regular monthly meeting and requests an audience. The Board shall place the request on its agenda. If no satisfactory conclusion is reached at this point the teacher may then file his grievance with the State Labor Mediation Board (step 5) according to law.

-16-

Any adjustment made during the grievance procedure shall be consistent with the terms of this contract and at each step the teacher may have the designated Association representative act in his stead if he so chooses. In no instance shall the principal, superintendent, or Board fail to notify the designated Association representative in time to have him present at the discussion and adjustment of said grievance if he so desires.

Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision at that level.

<u>Section B</u> The Association shall appoint one designated Association representative per building for processing of grievances and one alternate to act in case of his absence and shall inform the principal of each building and the Superintendent of their names within the first week of school.

<u>Section C</u> The grievance procedure shall not apply in those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.

<u>Section D</u> In the event that there is an alleged violation of the Master Contract by the Board or Administration, the Association reserves the right to look into and pursue what it deems a satisfactory solution.

-17-

ARTICLE XIII PROFESSIONAL STUDY COMMITTEE

Section A Professional Study Committee A Professional Study Committee appointed by the directors of the Association shall be organized. The goals of the Professional Study Committee shall be to up-grade the educational program through investigation, evaluation, and implementation. Appropriate school personnel will confer with the Professional Study Committee whenever the committee desires. Reports and recommendations will be made to the Board on or before March 1 of each year.

ARTICLE XIV BOARD OF EDUCATION POLICIES

<u>Section A</u> All written policies of the Board which apply to wages, hours, or working conditions shall remain in effect, and except as they may be superseded by express provisions of this Contract, shall govern the employment of the teachers with like effect as the express provisions of this Contract.

<u>Section B</u> The executive committee of the Association will be consulted when practicable before the Board adopts any new policies pertaining to wages, hours, and working conditions. A copy of the current Board agenda will be supplied to the Association President.

-18-

ARTICLE XV RIGHTS OF PARTIES

<u>Section A</u> In addition to the terms of this contract, and the policies of the Board of Education, the Association is hereby guaranteed all rights established by State Law governing teacher employment, tenure, fair labor practices, and recognition. The Board of Education maintains its prerogatives as established by law.

Section B Saving Provision If any provision of this Agreement is subsequently found to be in conflict with any applicable Federal or State statute, only that portion of the provision shall be void. Either party may request a meeting to negotiate a substitute for the voided provision.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

MASON EDUCATION ASSOCIATION lalm, the by:

BOARD OF EDUCATION OF MASON PUBLIC SCHOOLS

by: President by:/ Secretary

-19-

ARTICLE XVI

*

PROFESSIONAL COMPENSATION

Mason Ø

SALARY SCHEDULE

3

STEP	EXPERIENCE	B.A. DEGREE	B.A.+20*	M.A.	M.A.+10*
1	0	\$6000	\$6120	\$6420	\$6540
2	1	6225	6345	6645	6765
3	2	6450	6570	6870	6990
4	3	6675	6795	7095	7215
5	4	6900	7020	7320	7440
6	5	7125	7245	7545	7565
7	6	7350	7470	7770	7890
8	7	7575	7695	7995	8115
9	8	7800	7920	8220	8340
10	9	8025	8145	8445	8565

* = Must be on an approved program and acceptable by an accredited college or university in writing.

* = These credits must be earned after July 1, 1962.

	l	2	3	4
Non-Degree Teachers	\$5200	\$5400	\$5600	\$5800

INSURANCE

*

Two dollars and fifty cents (\$2.50) a month shall be paid by the Board, to the Company, toward health insurance carried by an employee, with the M.E.A. or Blue Cross, upon request.

ADDITIONS

Percentage of B.A. base salary for number of years appropriate for teacher receiving addition.

Head Varsity Football Coach Assistant Varsity Football Coach Junior Varsity Football Coach Assistant Junior Varsity Football Coach Head Freshman Football Coach Assistant Freshman Football Coach Junior High Football Coach (per coach) Cross County Coach	10% 7% 7% 5% 4% 4% 4%
Head Varsity Basketball Coach	10%
Junior Varsity Basketball Coach	7%
Freshman Basketball Coach	5%
Junior High Basketball Coach (per coac	h) 4%
Wrestling Coach	5%
Swimming Coach	5%
Track Coach	6%
Varsity Baseball Coach	6%
Junior Varsity Baseball Coach	4%
Golf	4%
Tennis	4%
Senior High Athletic Director Director Vocal Music Director Instrumental Music Yearbook Advisor Pool Director Debate Coach Senior High Stage Manager Senior High Cheerleading Coach Dramatics Senior High Intramurals Junior High Athletic Director Junior High Cheerleading Coach Junior High Intramurals Forensics Junior High Audio-Visual Senior High Audio-Visual Senior High Activities Co-ordinator Senior High Student Council Special Education	10% 7% 2% 3% 2% 2% 5% 6% 2% 6% 2% 2% 2% 2% 2% 2% 2% 2% 2% 2% 2% 2% 2%

Driver Education

5

\$4.00 per hour

MASON PUBLIC SCHOOLS School Calendar 1967-68

1

September	: 1			New Teacher's Orientation
September	5			Teacher's Meetings
September	6			School Opens
October 5	5 & 6			M.E.A. Conference
October 2	20			End of first marking period
November	22			Thanksgiving recess, schools close end of day
November	27			Classes resume
December	1			End of second marking period
December	20			Christmas vacation begins Schools close end of day
January 2	2			Classes resume
January 2	26			End of first semester Records day, no classes
January 2	29			Classes resume
February	7			M.D.M.E.A. Institute
March 8				End of fourth marking period
April 5				Spring vacation, schools close end of day
April 15				Classes resume
April 26				End of fifth marking period
May 30 &	31			Memorial Day Holidays Schools closed
June 9				Baccalaureate
June 13				End of second semester Records day, no classes Commencement
June 14				School closes, no classes
	School	Membership	Days	186
	School	Attendance	Days	180