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TEACHERS' MASTER AGREEMENT

1972-74

Mason Public Schools

Mason, Michigan

Mason Public Schools  
118 W. Oak  
Mason, Michigan 48854

MASON PUBLIC SCHOOLS  
PROFESSIONAL AGREEMENT 1972-74

This Contract entered into this second day of May, A.D., 1972, between the Board of Education of the Mason Public Schools, hereinafter referred to as the "Board", and the Mason District of Michigan Education Association, hereinafter as the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mason is their responsibility and mutual aim, and that the character of such education depends significantly upon the quality and morale of the teaching personnel, and that the members of the teaching profession are qualified to assist in formulating policies and program designed to improve educational standards:

WHEREAS, the parties, following professional negotiations, have reached certain understandings which they desire to memorialize and reduce to writing; It is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining and/or negotiating representative with respect to wages, hours and working conditions for all professional personnel, including personnel on tenure or probation, all elementary and secondary teachers, special education teachers under contract to Mason Public Schools, guidance counselors, librarians, substitute teachers, and the athletic directors, but specifically excluding supervisors such as, the superintendent, assistant superintendent, principals and assistant principals, and all other employees of the school district.

B. 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 masculine gender shall include feminine.

C. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given an opportunity to be present at each such adjustment.

D. This Agreement shall become effective as of the first day of July, 1972 and shall continue in effect without modification or amendment, except by mutual agreement through June 30, 1974.

E. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

F. During the life of this contract both the Association and administrative representatives shall meet upon request by either party to the other for the purpose of discussing problems arising under this contract or other areas of mutual concern. It is expressly understood that these discussions shall not be considered as negotiations of the terms of this agreement but rather are to facilitate the free flow of information and problems arising hereunder in an attempt to arrive at a mutual understanding as to the interpretation of this contract. These discussions are not designed to bypass the grievance procedures hereafter quoted, but are designed to supplement same. Any modification or alteration of this contract arising out of discussions shall be only upon mutual consent and effective only when placed in writing and signed by the parties hereto.

## ARTICLE II

### PAYROLL DEDUCTIONS

A. All members of the Association may authorize the Board to deduct membership dues of the Association, (including National, Michigan and Mason District of Michigan Education Association dues). Such authorization shall continue in effect from year to year unless revoked in writing. These deductions shall be in ten (10) monthly payments, as authorized by the employee.

B. The employee shall have the option of remitting these dues directly to the Association secretary under such terms as he may establish.

C. Deductions for Association dues shall be made from the last payroll of each month. The Board agrees to remit monthly, all deducted dues to the appropriate association along with a list of those for whom the dues have been deducted.

D. Should a teacher leave the employment of the Mason Public Schools, the replacing teacher shall have the opportunity to fulfill the unused portion of the replaced teacher's monthly payment schedule.

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

F. The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

G. Upon joint approval of the Association and the Board, payroll deductions upon written authorization by the teacher will be allowed for the following: Tax Sheltered Annuities, Credit Union, United Fund and hospitalization; provided present accounting machines can handle the above deductions.

## ARTICLE III

### ACADEMIC FREEDOM

A. 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 interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning.

B. Guidelines. All teachers of a given subject or a given grade level shall be required to follow the curriculum guide or text for that subject or grade level unless granted specific permission by the Administration to do otherwise.

## ARTICLE IV

### BOARD RIGHTS

A. The Board, 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 law and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right;

1. To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

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 judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof as are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

B. 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.

C. 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.

## ARTICLE V

### TEACHING HOURS

A. 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 and in the immediate area of their assigned duty stations during passing time prior to the period following lunch and/or preparation periods. Teachers will leave no earlier than 15 minutes following dismissal of school, except with permission from the building principal. Special education teachers shall have adjusted schedules, conforming to special circumstances but commensurate with normal schedules. It is recognized by the Association that each teacher is expected to be punctual and regular in his attendance. In the event teachers deviate from established hours, the Association encourages principals to take positive action in eliminating any deviation. All teaching personnel, agree to be available one hour per week in addition to the basic school day for a building meeting called by the principal. Teachers are also expected to attend curriculum meetings when called by the principal (not to exceed two per month). An unscheduled meeting may be called by the principal for emergency reasons. The Superintendent may call general staff meetings not to exceed four in any school year. The Superintendent may call further meetings in emergency situations after consultation with the Association President.

B. The Board agrees to employ sufficient personnel to adequately supervise a lunch-time play period each school day at elementary schools. On days when weather prohibits outdoor play some teachers must assist the supervisors in order to comply with common law. One teacher will be available for consultation with the lunch-time playground supervisors when the principal is unavailable during the lunch hour.

At the pre-school meetings of each building, a list of playground regulations will be drawn up jointly by the staff and administrator of that building. Printed copies of the regulations will be issued to each staff member and the lunch-time playground supervisors at the beginning of the school year before the children arrive. It will be the responsibility of the teachers to submit a schedule of consultants available for each day. The principal will notify the scheduled teacher-consultant prior to the lunch period when it is necessary for him to be out of the building.

C. Teachers shall supervise playground during recess periods. Where desired by the teacher, a rotating schedule of duty may be established. During inclement weather teachers will supervise recreational activities within their own classrooms.

D. All teachers will be entitled to a duty-free uninterrupted lunch period except when they are the noon playground teacher-supervisor in accordance with Article V, B, above. The said duty-free uninterrupted lunch period shall be on at least thirty (30) minutes duration during which time they may leave the building after they have notified the office. (It is expressly understood that the lunch periods may be staggered in accordance with the facilities and schedule). Elementary teachers shall be expected to supervise the lunch period of the children. Where desired by the teachers, a rotating schedule of duty may be established by the teachers and approved by the principal.

E. Prior to the adoption by the board of the annual school calendar, the Superintendent will confer with the Association thereon and consider any suggestions that may be proposed. In the event that mutual agreement is not reached, the school calendar will be negotiated prior to final adoption.

F. All teachers will consider it a professional obligation to attend at least one open house, after teaching hours, per school year.

## ARTICLE VI

### CLASS LOADS

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 maximums:

Elementary	K	26	As of 4th Friday Count,
	1-2	27	the Monday after Thanksgiving,
	3-6	29	or 2nd Monday of second semester
Special Education		15	
Secondary			
Industrial Arts		24	
Speech		24	
Office Machines		24	
Art		28	
Bookkeeping		28	
English		28	
Homemaking		28	
Language		28	
Mathematics		28	

Science	28
Shorthand	28
History	30
Social Studies	30
Drafting	30
Physical Education	40
Typing	40

In the event the listed maximums are exceeded in any class in the elementary grades, a teacher's aide will be assigned to that class on the following basis:

1. Where class load excess is less than 4 students, an aide will be provided for up to 1/2 of each school day for each classroom exceeding the specified maximums, if the teacher so desires.

2. Where class load excess is 4 students or more, an aide will be provided for up to the entire school day for each classroom exceeding the specified maximums, if the teacher so desires.

3. Teacher's aides will perform those duties, within guidelines established by the principals, as designated by the teacher to whom he is assigned.

## ARTICLE VII

### TEACHING CONDITIONS

A. The Board or its representatives agree to meet with the duly designated representatives of the Association from time to time for the purpose of improving the selection and use of educational tools, and the Board undertakes promptly to implement all joint decisions made by its representatives and the Association consistent with its financial ability to do so. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. There will be available at each school adequate typing, duplicating, stencil and mimeograph facilities for use by the teachers in preparation of instructional material. Such duties as collecting monies will be kept at a minimum and other non-professional personnel will be used.

B. The Board shall make available in each school, rest-rooms and lavatory facilities exclusively for teacher's 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's use shall be included therein. The Association shall have the right to post notices of its activities and matters of the Associations concern on teacher bulletin boards. The Association may use the district inter-school mail service and teacher mail boxes for communications to teachers. However, all such communications must be by the authority of the Association.



C. Where school-owned property is available the Board agrees to provide improved parking areas for teacher use.

D. The Administration will be responsible for initiating the new CA-60 kindergarten records (initiating in this instance means printing the name, address and birthdate on each record).

E. Teachers are protected from working under unsafe, unhealthy, or hazardous conditions or to perform tasks which endanger their health and safety.

F. 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.

G. The principals should confer with the teachers in each building as to the times of the day when fire and other related drills interfere least with the instructional program.

H. 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.

I. The parties recognize that in unusual circumstances it is the Board's policy to reimburse the teachers for loss, damage, or destruction of clothing or personal property while on duty.

#### ARTICLE VIII

#### TEACHER'S RIGHTS

A. Pursuant to Michigan Public Employment Relations Act, as amended, the Board hereby agrees that every teacher shall have the right to freely organize together or to form, join or assist in labor organizations to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection. Further, the Board agrees that it will not directly or indirectly encourage or discourage, deprive or coerce any teacher in the enjoyment of any of the rights covered by Michigan Public Employment Relations Act, as amended, or other laws of the State of Michigan or the Constitutions of the State of Michigan or the United States; that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his membership or non-member in the Association, his participation or refraining from participation in any lawful activities of the Association or in collective professional negotiations with the Board of Education or of his institution of any grievance pursuant to this contract or any proceeding pursuant to law.

B. The Board and the Association specifically recognize the mutual right to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

C. 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). Equipment shall be available for teachers use at all reasonable hours without cost to the Association for Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. Use of facilities and equipment must not interfere with the instructional program. The Association agrees to reimburse the board for any damages to school equipment entrusted to its use or care. Any dispute which may arise as to the liability for damages shall be subject to the grievance procedure.

D. 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 shall not be grounds for any discipline or discrimination, unless the same shall adversely affect the student-teacher relationship.

E. The Board agrees to make available to the Association in response to a reasonable request from time to time all available public information.

F. If the Board and the Association agree to negotiate during the school day, any teacher so negotiating shall be released from regular duties without loss of pay.

G. Six (6) days shall be granted to the Association for members to handle Association business. These days will be granted to individual members by the President of the Association. Upon the use of these days the Association shall reimburse the Board of Education for the cost of the substitute procured during the teacher's absence.

H. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will consult with the Association prior to making any reductions. The order of reduction shall be governed by seniority, that is teachers with the least service with the district shall be laid off first in accordance with date of hire. The Association recognizes, however, that upon certain occasions it will be necessary to assure proper staffing throughout the school system, for the Board to retain the most qualified, by training and experience, capable and efficient teachers, out of line of seniority.

When such an occasion should arise, the Association's president will be advised in advance of the number and category of such teachers. The discretion hereby vested in the Board shall not be abused. Complaints that the Board has abused its discretion in this respect may be taken up through the grievance procedure, provided in this Agreement.

I. 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 the teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE IX

### QUALIFICATIONS AND ASSIGNMENTS

A. Qualifications. No new teacher, possessing less than a bachelor's degree and at least a provisional teaching certificate from an accredited college or university shall be employed by the Board for a regular teaching assignment (teacher interns are exceptions). Exceptions to this practice are permissible in an emergency only, upon consultation with the Association. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study. If such an assignment is made, the Association shall be notified in each instance.

B. Assignments. No first year teacher shall be assigned outside the scope of his teaching certificate or his major or minor field of study.

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 any emergency will teacher assignments be changed after the 15th day of August.

D. Extra Assignments. Any assignments in addition to the regular accepted teaching load during the school year shall not be obligatory but shall be with the consent of the teacher. Preference in making assignments with pay will be given to tenure teachers regularly employed in the district.

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

F. Involuntary Transfer. Involuntary transfers shall not be used as means of disciplining a teacher.

G. The Board declares its support of a policy of promotion from within its own teaching staff; provided, however, that the Association recognizes the Board shall not be limited in the selection of personnel to fill vacancies or new positions to applicants from within the staff. Whenever the Board creates a new position, it shall post the same for a period of ten (10) days prior to permanently filling said position. The Board shall post by written notice in all buildings and not later than two (2) weeks after the regular April Board meeting all known permanent teaching vacancies for the ensuing school year. Posting shall be suspended during the summer months and in lieu thereof the Association president will receive written notification.

Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignments shall not extend beyond the balance of the school year. The person temporarily appointed to fill such vacancy or position shall not be given preference for permanent appointment over any applicant from within the staff.

Teachers who desire to apply for the position shall file their applications in writing with the superintendent. In filling such vacancy or new position, the Board agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system of the district, and other relevant factors. Where qualifications are equal, service within the system shall govern. For purpose of this Article, "service" in the system 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.

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.

## ARTICLE X

### SPECIAL AND STUDENT TEACHING ASSIGNMENTS

A. Assignment for driver education and summer school programs will be made by the Board with first consideration given to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year, provided, that state and federal regulations are met.

B. Supervisory teachers of student teachers shall be tenure teachers possessing a minimum of a Bachelor's Degree in academic preparation who voluntarily accept the assignment.

C. The Association agrees to accept student teachers as honorary members and include them in appropriate meetings and activities of the Association.

D. Recognizing the joint responsibilities of Administration and Teachers in providing student teaching experience, remuneration for this service received by the Mason School District shall be administered jointly by a committee composed of Administrators and Teachers. The Superintendent shall appoint his representative(s) and the Association Executive Committee shall appoint its representative(s). The following areas are suggested for use of such money: in-service training programs, released time, and classroom materials and equipment.

## ARTICLE XI

### TEACHER EVALUATION

A. The work performance of all probationary teachers shall be evaluated twice the 1st semester, at least one in writing, and once the 2nd semester, in writing. Tenure teachers shall be evaluated in writing, at least once every two years. Each observation shall be for a period of at least thirty (30) consecutive minutes. The initial observation of the first year probationary teacher shall be during the first six weeks of school to be of maximum benefit to the teacher.

B. 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.

C. Teacher Evaluation. Formal monitoring 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.

D. A copy of the written evaluation form shall be made available to the teacher at the time of the personal interview, subsequent to the observation, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth. The teacher may file a response to the evaluation if he so desires. A uniform evaluation form shall be drawn up by the professional development committee to be used in each formal evaluation.

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 XII

### LEAVE POLICIES

A. Ten days of leave with pay for probationary teachers and twelve days of leave with pay for tenure teachers to be used for sickness or death, injury, or serious illness in the immediate family or personal business as specified below will be granted to each teacher at the beginning of the school year. In the event the teacher does not serve the entire school year, his leave days will be pro-rated in accordance with his service. This leave may accumulate from year to year to an unlimited maximum number of days.

At the beginning of the 1972-73 school year, or at any time the bank is depleted, each teacher shall contribute one half day of his sick leave to a common bank to be administered by the Association. Teachers who have exhausted their personal sick leave may make reasonable withdrawals, as determined by the Association, from the bank. Days borrowed from the bank must be paid back at the earliest possible date. Said date to be decided by the teacher and the Association.

B. 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, parent-in-law, and siblings, or persons with whom the teacher has close emotional ties. If, at the beginning of any school year, a teacher is ill and unable to resume his teaching duties in the school system, and such teacher has unused accumulated sick-leave days at the end of the prior school year, he will be allowed to use such previously accumulated sick-leave days while he remains ill and unable to work, provided he is not otherwise employed and is not of retirement age. For the period the teacher is unable to resume his teaching duties under this paragraph, he shall not accumulate any further sick-leave days until the time he has returned to teaching. The Board reserves the right to request a doctors certificate where abuse of sick leave is indicated or in cases of extended illnesses to determine the possible length of the teacher's absence. In order to qualify for payment, the teacher will be required to provide daily lesson plans for days of absence, or in cases of extended absence up to five days daily lesson plans and up to three (3) weekly-guide lines if necessary for use by the substitute teacher.

C. At the beginning of every school year, each teacher shall be credited with two personal business days to take care of urgent personal business that cannot be otherwise transacted. The personal business days herein granted when used shall be deducted from the sick leave hereinbefore granted in Paragraph A. The teacher shall notify his principal, in writing, at least one day in advance, except in cases 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 preceding or immediately following a vacation or holiday while school is in session, except in case of an emergency.

D. 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 monetary value of the accumulated paid leave days.

E. In the event any teacher must be involuntarily absent for court appearances or armed forces physicals, he will receive full salary during such absences up to a maximum of five (5) days. These absences will not be counted as leave days nor deducted from any other leaves hereinbefore granted.

F. Sabbatical Leave. A sabbatical leave of absence may be granted to members of the professional staff of the Mason School District upon the recommendation of the Superintendent of Schools, subject to the approval of the Board of Education. All applications for leave shall be made directly to the office of the Superintendent of Schools for referral to the sabbatical leave committee for their advisory opinion. This committee shall consist of four (4) members, two (2) appointed by the Superintendent, two (2) appointed by the Executive Committee of the Association. The committee shall consider among other qualifications, the following: The extent of the applicant's professional study, travel, research, growth, contributions, successful service during the seven years of employment and the purpose of the leave.

1. Any teacher who has been employed for at least seven consecutive years by the Mason Schools may be granted a sabbatical leave of absence, not to exceed one year, for the following purposes:

- Approved Travel
- Approved Study
- Other activities approved by the Board

2. A teacher on sabbatical leave shall receive a salary equal to one-half the salary that the teacher would have received had he remained in the system that year. This salary will be paid on regular pay periods during the leave.

3. Requests for leave shall be made on or before March 1st of the school year previous to that requested for the leave. The total number of teachers on sabbatical leave shall not exceed one percent or two members of the teaching staff, whichever is greater.

4. When the teacher receives notification of Board approval of the leave, the teacher shall enter into an agreement to remain in the Mason system for at least two years upon return from said leave, or agree to repay the amount paid the teacher during the course of the leave.

5. Upon return from a sabbatical leave, a teacher will be placed in the appropriate step on the salary schedule as though he had taught the year of the leave. The paid leave as granted in this contract will not be accrued during the leave. All other fringe benefits will be granted.

6. This leave shall be subject to all the terms, conditions and provisions contained in Section 572 of the School Code as amended.

G. Leave of Absence Without Pay: May be granted to a teacher who has completed his probationary period upon recommendation of the superintendent for the following enumerated reasons and conditions listed thereunder upon the written request of the teacher to the Board. These leaves of absence will be granted or renewed in the sole discretion of the Board of Education. All requests for renewals shall be filed in writing not less than ninety (90) days prior to the termination of the leave. Requests may be filed for the following reasons:

1. Study related to the teacher's licensed field.  
This leave of absence will be considered for the maximum length of one (1) year only.

2. Maternity leave may be granted up to a maximum of one (1) year, renewable at the discretion of the Board.

a. In order to obtain a maternity leave, the teacher shall request said leave at least four months prior to the expected date of birth. Said request shall be filed with the Superintendent of Schools and be accompanied by a doctor's statement verifying the 5th month of pregnancy. In any event the services of any member of the bargaining unit will be terminated at the end of the eighth month of pregnancy whether or not a leave has been requested; Except that when this date falls within one month from the times mentioned below (paragraph b), the teacher may be permitted to work until that time.

b. The Board of Education will specify the beginning and ending date of the leave of absence, the beginning date and ending date to correspond as nearly as possible with the beginning or ending of school or a semester; or the Christmas or Easter recess.

c. A teacher may make written application to the superintendent for reinstatement prior to the expiration of the leave granted by the Board of Education in cases of still birth or miscarriage, however, the Board of Education reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.



d. Failure to return from a maternity leave on the date specified in said leave or application shall be conclusively deemed a resignation.

e. Failure to apply for a maternity leave as hereinabove specified may result in termination of employment.

f. A teacher returning within the provisions of this Section shall retain all experience credit in effect at the time the leave was granted.

3. Leaves for adoptions. A leave of absence up to one (1) year may be granted by the Board to a female teacher adopting a child. Such a leave is subject to renewal at the will of the Board following written request by the teacher as provided for in Section G of this Article. The teacher returning to the employ of the Mason Public Schools within the provisions of this section shall retain all experience credit in effect at the time the leave was granted.

4. A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended.

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

H. 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 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.

### ARTICLE XIII

#### STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board agrees that the administration will give all necessary assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. The Board recognizes that a teacher may use such force as is necessary to protect himself or any other person from attack.

C. 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, in writing, as promptly as his teaching obligations will allow, full particulars of the incident. The principal, or his designee, shall respond in writing as soon as possible to the teacher concerning the disposition of the matter.

D. Teacher Protection. Any case of assault upon a teacher which had its inception as 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 necessary assistance.

E. 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 and shall render necessary assistance.

F. 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.

G. Any reasonable complaint by a parent of a student directed toward a teacher, as determined by the supervisor, shall be promptly called to the teacher's attention.

#### ARTICLE XIV

##### RETIREMENT

A. 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, by February 1, continue the employment of a teacher after age sixty-five (65) upon his showing a health certificate signed by a qualified physician that said teacher is capable of teaching under the terms of his contract. For a specified reason, a second medical opinion may be required by the Board. The teacher shall be notified of the Board's action in writing by April 8th. Age sixty-two (62) will be substituted for age sixty-five (65) beginning with the 1973-74 school year.

ARTICLE XV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. A grievance shall be defined as an alleged violation of the terms of this contract or any written board policies pertaining to wages, hours, and working conditions.

The following matters shall not be the basis of any grievance filed under the procedure in this article:

1. The termination of services or failure to re-employ any probationary teacher.
2. The placing of non-tenure teacher on a third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
4. Any matter involving the judgmental content of teacher evaluation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

B. Nothing herein contained 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. Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Step 1 He discusses the matter informally with his principal within five (5) school days of the alleged violation. If no satisfactory conclusion is reached within five (5) school days following this discussion, he may proceed to step 2 within five (5) school days.

Step 2 He presents his grievance in writing using the specified form to the principal and requests an interview. This interview must be granted within five (5) school days after the principal receives the request. The principal shall make his decision within five (5) 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 within five (5) school days.

Step 3 He presents his grievance in writing to the Superintendent and requests an interview. This interview must be granted within five (5) school days after the Superintendent receives the request. The Superintendent shall make his decision within five (5) 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 4 within five (5) school days.

Step 4 He presents his grievance in writing to the Board of Education and requests an audience. The Board shall place the request on the agenda for it's next regular meeting.

Step 5 If the decision of the Board of Education is unsatisfactory to the Association, it may file an appeal with the Michigan Employment Relations Commission in accordance with law. Should the Association withdraw a grievance at any level, or should a teacher or a group of teachers leave the employ of the Board, all further proceedings on said grievance shall be barred.

Step 6 It is agreed that at any point in the above proceedings the parties may by mutual agreement submit any grievance to a jointly selected impartial arbitrator for a binding decision, subject to rules and procedures adopted by the parties at the time of submission of the matters to arbitration. The costs of such arbitration to be borne equally by both parties.

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

Immediately after any adjustment is made the Association will be given an opportunity to meet with the Board's representative to learn of the settlement of the grievance. The Association will indemnify and save harmless the Board from any action taken by a teacher not desiring the Association's involvement.

Teachers required to participate in negotiating meetings, grievance meetings, or arbitration hearings, shall suffer no loss of pay in connection with time lost as a result of a teacher's participation in such meetings, when any of such meetings are scheduled by the Board to be held during the teacher's normal working hours.

D. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance procedure; provided, however, that nothing contained herein shall deprive any teacher of any legal right which he presently has.

E. 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.

F. 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.

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

ARTICLE XVI

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings, and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVII

PROFESSIONAL IMPROVEMENT

A. The Board and the Association, recognizes the need for professional improvement, and, therefore, encourages teachers to enroll in college or university courses related to their instructional responsibilities.

The Board agrees to reimburse any teacher, after one year of service to the Mason Public School System, one-half the cost of tuition, books and supplies incurred while taking such courses. Said reimbursement will be contingent upon the Superintendent's decision as to whether the course is related to their instructional responsibilities.

Credits earned in this manner may not be used toward completion of certification requirements; nor, can any one teacher receive reimbursement for more than four (4) semester hours (6 term) during any one school year (July 1 - June 30).

B. Each teacher in the school system must continue to improve professionally. In-service programs will be provided cooperatively by the administration, school board, and faculty. It is suggested that in-service courses be offered in part on school time.

C. All teachers shall be expected to participate in a reasonable in-service program formulated with the cooperation of the school board, the administrators, and the teachers, unless excused for a period of time because of illness or some other unavoidable cause. Any determinations of failure to meet professional improvement qualifications, as charged, shall be subject to review.

D. The Board may provide upon application the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

E. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

## ARTICLE XVIII

### PROFESSIONAL COMMITTEES

#### A. Professional Ethics Committee

1. 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. All persons covered by this contract shall be bound by the MEA's Code of Ethics, the Code of Ethics of the Michigan School Board Association; and the American Association of School Administration Code of Ethics.

2. The Association shall accept responsibility for dealing with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

3. The Association recognizes that abuses of sick leaves or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association.

The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher. The Board reserves the right to take such action as it deems necessary in addition to any action taken by the Professional Ethics Committee.

4. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules 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.

5. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and his Association representative when the presence of such a representative is desired by the teacher.

6. The initial action concerning discipline or reprimand involving an ethical question will be referred to the Ethics Committee for their consideration in addition to any action that may be contemplated by the Board.

7. The initial action may be taken to the Association representative for referral to the Ethics Committee by any member of the professional staff.

B. There shall be a Professional Development Committee composed of four (4) members, two (2) appointed by the Association and two (2) by the Board to develop a teacher evaluation form and other matters to be decided upon by the Committee.

C. A Professional Study Committee consisting of three (3) Association representatives, one each from elementary, junior high, and high school, and three (3) persons designated by the superintendent will be formed to investigate matters and policies involving curriculum, staff utilization, school design, and teaching equipment. This committee will meet as often as is necessary in order to maintain a free flow of ideas and suggestions.



## ARTICLE XIX

### STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

## ARTICLE XX

### COMPENSATION AND SCHOOL CALENDAR

A. The salaries of the teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part of this Agreement.

B. The compensation for extra curricular assignments annually made by the Board of Education are set forth in Schedule B which is attached hereto and incorporated in this Agreement.

C. The Calendar for the school year 1972-73 will be distributed at a later date and made a part of this Agreement as Schedule C.

D. In addition to the salary schedule and extra duty schedule specified above, the Board agrees to pay to the company for each teacher holding a policy either basic full-family ward coverage, Blue Cross-Blue Shield Master Medical Insurance or basic full-family ward coverage MESSA Super Medical Insurance. It is understood that if rates are increased during the life of this contract, the Board will pay such increases. It is expressly understood that this benefit will apply to hospitalization insurance only.

E. Also, in addition, the Board agrees to pay to the company for each teacher holding a policy a premium not to exceed \$8.00 per month which will provide dental insurance for the employee, plus \$4,000.00 worth of life insurance and \$4,000.00 accidental death and dismemberment on each employee.

F. In recognition of service to the district, each teacher upon retirement from the Mason Public Schools, and under the Michigan Retirement Law, shall be paid a terminal leave payment of \$25.00 for each year of service to the district, provided the teacher has been employed by the district for at least ten years.

Only those years spent as a teacher in the district shall be used in determining the terminal leave payment.

G. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be advised of a telephone number they may call to report unavailability for work. Sick calls shall not be later than one hour prior to the beginning of the first class period. The Board shall accept the responsibility of acquiring substitute teachers, vocal music included, on report of absence. Except for good cause, a teacher who fails to report an absence at the time above specified may be denied payment for which he might otherwise be entitled.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

A. The Association shall be duly advised by the superintendent of fiscal, budgetary, and tax 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.

B. 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 incontrary terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. 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.

D. Jury Duty. Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of thirty (30) days; provided he has cooperated with school officials in attempting to obtain a postponement from such service.

E. Teachers in the Mason Schools are encouraged to become residents of the community upon signing in the system.

F. The Board agrees to provide each teacher with a copy of this Agreement.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July, 1972 and shall continue in effect for a period of two (2) school years and it being expressly understood that it shall terminate on the 30th day of June, 1974. This Agreement shall not be extended orally or modified orally but may be extended upon mutual agreement in writing and attached to this contract. It is agreed that during the 1972-73 school year a new salary schedule and two (2) items, by each party, may be presented for negotiating purposes for the 1973-74 school year.

MASON BOARD OF EDUCATION  
OF MASON PUBLIC SCHOOLS

MASON DISTRICT OF MICHIGAN  
EDUCATION ASSOCIATION

By \_\_\_\_\_  
It's President

By \_\_\_\_\_  
It's President

By \_\_\_\_\_  
It's Secretary

By \_\_\_\_\_  
It's Secretary

SCHEDULE A

SALARIES 72 - 73

Experience	BA	BA+24*	MA or BA+36*	MA+10* BA+52*
0	\$8000	\$8300	\$8600	\$8900
1	8300	8550	8850	9250
2	8550	8850	9250	9750
3	8850	9250	9750	10250
4	9350	9750	10250	10850
5	9850	10250	10850	11450
6	10350	10850	11450	12150
7	11050	11450	12150	12850
8	12150	12850	13350	13550
		X	X	X
			X	X
				X

LONGEVITY

10-15 years, 3%      16 and above, 4%

Longevity years - can only include a maximum of six (6) years outside of the Mason School System.

All teachers newly employed shall receive credit for teaching experience outside the system up to a maximum of six (6) years (full years only: Amended 1971).

Substitutes shall be paid for a regular teaching day as defined in the Agreement not less than the sum of \$23.00.

- \*= Must be on an approved program and acceptable by an accredited college or university in writing; or, courses related to his instructional responsibilities.
- \*= These hours must be earned after July 1, 1967 and before October 1st of the present school year; and applied for before December 1 of the present school year (This change in date to become effective with the 1974-75 school year - Until then the 1962 date stands). The changing of the qualification date will in no way cause a teacher to lose his position in the salary schedule.
- \*= Contracts will not be re-written during the school years. Salary for the entire school year will be based on those hours the teacher has earned and claimed before October 1 of the present school year.
- \*= Semester hours

Note: Commencing with the 1973-74 school year the BA maximum will remain fixed at the \$12,150 level and be moved back as economic conditions permit until the maximum is reached at level 5. At the same time, it is planned that additional levels will be added to the remainder of the schedule similar to the pattern on the previous sheet (X).

Also, note - that the BA+20, due to the 18 semester hours required now for permanent certification has been changed to a BA+24 (effective with the 1973-74 year). Teachers on the BA+20 schedule for the 1972-73 school year will remain on that schedule until such time that they move to a higher schedule.

#### EXTRA DUTY SCHEDULE

The Board agrees to work with the Association to review and/or revise schedule B for the 1972-73 school year. Any revisions made shall be for the term of this agreement.

