

8-26-73

Marshall  
B.D. of Education

**A G R E E M E N T**

**BETWEEN THE**

***Marshall Board of Education***

**AND THE**

***Marshall Teachers' Association***

**1972 - 1973 SCHOOL YEAR**

**MARSHALL PUBLIC SCHOOL SYSTEM**

**MARSHALL, MICHIGAN**

**Michigan State University**

**LABOR AND INDUSTRIAL**

**RELATIONS LIBRARY**

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# AGREEMENT

THIS AGREEMENT made and entered into this 5th day of Septmeber, 1972, by and between the BOARD OF EDUCATION of the City of Marshall, Michigan, hereinafter referred to as the "Board," and the MARSHALL TEACHERS' ASSOCIATION, hereinafter referred to as the "Association."

## WITNESSETH:

### ARTICLE I — PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the basis for wages, hours and other conditions of employment which shall prevail for the duration of this Agreement. The Board and the Association recognize and declare that providing a quality education for the children in the Marshall Public Schools is their mutual aim and intent, and that the character of such education depends in large measure upon the quality and morale of the teaching service and upon the Board's ability to acquire and retain a qualified staff. The Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE II — RECOGNITION

**Section 1:** The Board recognizes the Marshall Teachers' Association as the sole agent for professional negotiations and collective bargaining relating to wages, hours and other conditions of employment for the certificated employees of the Marshall Public Schools, excluding the certificated employees exercising authority, supervision

or direction of employees. The Board further agrees that, for the duration of this Agreement or any extension thereof, it will not recognize nor bargain with any entity other than the Association with respect to the compensation and working conditions of its teachers.

- (a) For those teachers who sign and deliver to the school administration appropriate authorizations, the Board will deduct the Association dues from their last pay check each month and shall remit the same to the Treasurer of the Association within the next fifteen (15) days after such deduction.
- (b) For those teachers who sign and deliver to the school administration appropriate authorizations, the Board will deduct the amount indicated from each pay check and remit the same to School Employees' Credit Union within the next fifteen (15) days after such deduction.

**Section 2:** It is agreed by the Board and the Association that neither shall discriminate against any teacher because of race, color, marital status, creed, sex or nationality; nor shall they discriminate against any teacher because of his exercising rights reserved to him under State or Federal Law.

**Section 3:** It is agreed that, except as specifically provided herein, teachers shall not engage in Association activities during the school day.

### **ARTICLE III — PROFESSIONAL RESPONSIBILITY**

**Section 1:** It is recognized that because of religious conviction, or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recog-

nized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction in accordance with Article II (Deductions) of this Agreement, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Association a sum equivalent to its dues and assessments.

- (a) The above provision does not pertain to those employees under contract or presently employed who are not presently members. All present employees who are members as of June 30, 1969, or hired after June 30, 1969, shall be subject to the above.
- (b) Failure to join or contribute shall be reason for refusal to renew the following year's contract, provided notification is received from the Association prior to the last day as set forth in the Tenure Act for notification to probationary and tenure teachers.
- (c) The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of complying with this "check-off" provision or the requirements to extend the payments to twenty-six (26) pay periods, except where any said loss is caused by the school district's negligent conduct. No one shall be discharged pursuant to the agency shop clause in this agreement unless said discharge is recommended by the Association.

## **ARTICLE IV — BOARD'S RIGHTS**

**Section 1:** Reserved exclusively to the Board are all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan, of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

- (a) It is agreed that the Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions, which are not inconsistent with the provisions of this Agreement or violative of the law. The Board agrees, however, that prior to the effective date of any such rules or personnel policies established by it related to wages, hours and working conditions of teachers, it shall give the Association president reasonable written notice of any proposed rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board as to the same before its effective date.

## **ARTICLE V — TEACHERS' RIGHTS**

**Section 1:** All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio system and similar surveillance devices shall be strictly prohibited. Unauthorized use of the public address or audio systems by students shall be prohibited.

**Section 2:** No polygraph or lie detector device shall be used in any investigation of any

teacher or pupil, unless with written consent of said teacher or the parent or guardian of said pupil.

**Section 3:** Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board shall 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.

**Section 4:** The Board shall furnish insurance protection for teacher liability and corporal punishment liability for all teachers in an amount not less than twenty-five thousand (\$25,000) dollars physical property, one hundred thousand (\$100,000) dollars bodily injury per individual and three hundred thousand (\$300,000) dollars per accident. Said insurance protection shall be available only after the individual teacher has utilized that protection available under "Teachers Liability Insurance" provided by the Michigan Education Association, if available.

**Section 5:** Time lost by a teacher in connection with any incident mentioned in Sections 3 and 4 of this Article shall not be charged against the teacher.

**Section 6:** Each teacher shall have the right, upon request, to review the contents of his own personnel file, with the exception of confidential material which shall be removed. An Association representative or an Association officer may be requested to accompany the teacher in such review.

**Section 7:** A teacher may be released at the discretion of the administration from regular duties without loss of salary for the purpose of participating in professional meetings or in area or regional meetings of the Michigan Education

Association. If the teacher is the official representative of the school system, the school shall pay all expenses incurred, expenses being meals, lodging, transportation and registration.

**Section 8:** All teacher evaluations, both probationary and tenure, shall be conducted in the following manner:

- (a) A teacher, at his own request, shall be entitled to have present an Association representative or an Association officer when any reprimand or discipline is being exercised under the above Section. When a request for such representation is made, no action shall be taken with respect to that teacher until such Association representative is available within a reasonable time not to exceed one (1) calendar week.

**Section 9:** A complaint by a parent of a student directed toward a teacher may be called to the teacher's attention; however, no disciplinary action shall be taken against a teacher unless such complaint has been brought to the teacher's attention in writing within a period of five (5) school days after receipt of the complaint.

**Section 10:** Teachers who will be affected by a change in grade assignment or building assignment in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted, as soon as is practical, by their principals and, whenever possible, prior to June 1. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels and/or buildings unless the teacher requests such change.

- (a) Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not

be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

**Section 11:** A committee of teachers may be selected by the Association, by the levels they represent, to work with the Board's representatives in planning the pre-school conference and in-service training program.

**Section 12:** No teacher shall be demoted without written notification specifying the cause.

**Section 13:** Upon request, each teacher shall receive two complimentary tickets to all school events. These tickets shall be good for admission for the assigned teacher and a member of his immediate family only.

**Section 14:** No teacher should be transferred from one assignment to another without the mutual consent of the teacher and administration. Assignment of teachers to school positions and their transfer shall rest solely in and shall be the responsibility of the Superintendent of Schools.

## **ARTICLE VI — ASSOCIATION'S RIGHTS**

**Section 1:** The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all public information.

**Section 2:** The Board and the Association recognizes that an optimum education environment includes a teacher who is working within his area of special competence and in the school setting best suited to his personal circumstances; therefore, the Superintendent shall advise the president of the Association of any existing vacancy by letter and shall provide opportunities for teachers to express their desires for changes in assignment.

**Section 3:** The Board agrees that it shall confer from time to time with representatives of the Association for the purpose of improving the selection and the use of educational tools.

**Section 4:** The Association shall have the right to use school building facilities for meetings provided (1) such meetings are held at hours other than school day hours, (2) advance permission for such usage has been given by the administration and (3) the administrative personnel are free to attend such meetings.

- (a) The Association shall have the right to use school equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- (b) Bulletin boards shall be made available for the use of the Association in the teachers' lounges only.
- (c) The Association may distribute all written material by placing such material in the teachers' mailboxes, which shall be made available for such distribution.
- (d) All material, either posted or distributed, shall relate to the official business of the Association.

**Section 5:** Copies of this Agreement for all teachers now employed, or hereafter employed, by the Board shall be printed and the expenses shall be divided equally between the Board and the Association. Thirty (30) additional copies shall be provided to the Association at cost.

## **ARTICLE VII — TEACHING CONDITIONS**

**Section 1:** The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the

high quality of education that is the goal of both the Association and the Board. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day shall be directed at insuring that the energies of the teacher are primarily utilized to this end.

**Section 2:** The administration shall continue to support and assist teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will take reasonable steps with respect to such pupils.

**Section 3:** Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and/or practical. The recommended class sizes are as follows:

Kindergarten -----	22 - 25 pupils
Elementary School (1 - 6 grades) -----	25 - 28 pupils
Special Classes for Handicapped or Mentally Retarded -----	15 pupils
Secondary	
English -----	25 pupils
Social Studies -----	25 pupils
Mathematics -----	25 pupils
Science -----	22 - 25 pupils
Language -----	15 - 25 pupils
Business -----	30 pupils
Typing -----	25 - 30 pupils
Homemaking -----	16 - 24 pupils
Art -----	30 pupils
Physical Education -----	40 pupils
Industrial Arts -----	24 pupils

The recommended pupil-teacher ratio for high school is 27-1. The recommended teaching load in the Middle School is 150 pupils.

- (a) Where a class size exceeds the recommended levels, the Board agrees to so advise the teacher involved and explain the reasons for such deviation and take corrective action where possible.

**Section 4:** In the high school, department chairmen may be selected for the major curriculum areas to include: English, Mathematics, Social Studies, Science, Commercial, Physical Education, Music and Vocational Education. Department chairman shall be advisory in position but shall receive five hundred (\$500.00) dollars, plus five (\$5.00) dollars per hour, for all time spent in the exercise of his duties and responsibilities.

**Section 5:** Teachers shall not be assigned, with or without extra compensation, to noon hour supervision, recording and computing attendance on state records, selling tickets at athletic events, chaperoning or driving buses, or pre-school and after school bus supervision; provided that nothing in this Agreement shall prevent teachers from voluntarily performing such tasks outside regular school hours at compensation satisfactory to them.

**Section 6:** Any assignments in addition to the normal teaching schedule, including adult education courses, summer programs, driver education and extra duties enumerated in Appendix A, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments shall be given to teachers regularly employed in the district and those previously employed in the positions.

**Section 7:** At any time, in any building, if students are not required to be present because

of physical breakdown and/or climatic conditions, teachers shall not be required to be present.

**Section 8:** The recommended normal weekly teaching load to guide the administration in establishing such load will be twenty-five (25) teaching periods and five (5) planning periods in the senior high; twenty-five (25) teaching periods, five (5) study halls or exploratory courses, and five (5) planning periods in the Middle School. Full-time elementary teachers shall have a sixty (60) minute planning period. The planning period is primarily for teacher use but may also be utilized for administrative and curricular use for the effective operation of the school program. The planning period for the kindergarten teachers shall be dependent upon individualized scheduling.

**Section 9:** At the time of employment, the Board agrees to inform all teachers who will instruct sections participating in extra activities, such as camp and music programs, of their extra duties and responsibilities.

## **ARTICLE VIII — SCHOOL YEAR AND TEACHING HOURS**

**Section 1:** The Board agrees that, in establishing a school calendar, it will not schedule more than one hundred eighty-five (185) attendance days. In the event circumstances occur beyond the control of the Board of Education, the school calendar may be expanded to include the necessary attendance days in order to meet the minimum requirements, either State or Federal.

**Section 2:** Thanksgiving Day and the Friday following, Labor Day and Memorial Day shall be considered as vacation days. There shall be a minimum of one (1) week's recess at Christmas, including Christmas. The first or second major

week of April shall be designated as spring recess. Major week shall be defined as the first week in April, which includes (4) or more calendar days.

- (a) Pre-school conference will be conducted over a four (4) day period. Those teachers returning to the school system will be scheduled to attend only the equivalent of three (3) days of conference during this period. Of these days, one-half (1/2) day shall be reserved for an Association meeting.
- (b) There shall be a minimum of two (2) in-service days included in the school calendar. In the event that half days are used, secondary morning and afternoon sessions shall be alternated.
- (c) Teachers shall be dismissed not later than 12:00 noon on the last day of the school calendar.

**Section 3:** The equivalent of one (1) full day designated as "record day" shall be set aside at the end of both the first and second semesters. Should physical or climatic conditions prevent attendance on the regularly scheduled record day, equivalent time shall be provided on the next regular school day.

**Section 4:** The teaching day for all positions from kindergarten through the twelfth (12th) grade shall remain as nearly as possible to that presently existing.

- (a) Teachers will be guaranteed a fifty (50) minute duty-free lunch period, except (1) in those special education areas where the teacher's hours are established to include continuous teaching through the lunch period; (2) in the Middle School program where the program

necessitates a shorter lunch hour to facilitate effective class scheduling; (3) and in the senior high program where the program necessitates a shorter lunch hour to facilitate effective class scheduling. In all cases the shortened lunch hour (less than fifty (50) minutes) shall be compensated equally by an earlier dismissal.

- (b) Teachers shall be present at a reasonable time set by the administration not to exceed twenty (20) minutes before the scheduled time of beginning classes in the morning and fifteen (15) minutes after the scheduled time for dismissal of classes. Elementary teachers shall remain until the end of the planning period. Principals will exercise their discretion regarding requests from teachers to leave the building prior to established work hours.
- (c) Teachers shall be permitted to leave the premises at the same time the students are released on the day preceding holidays and recesses.

**Section 5:** No teacher will be allowed to leave the building prior to established duty hours without advance permission from his principal.

**Section 6:** Librarians, speech therapists, remedial reading instructors, school social workers, counselors and all music, physical education, art and special education teachers who travel between schools shall be provided with two (2) fifteen (15) minute relief periods each day.

**Section 7:** Each teacher, at the direction of his administrator, shall provide fifteen (15) minutes per day, not to exceed two and one-half (2-1/2) hours, every two weeks (renewable every

two weeks) for counseling, student activities, group meetings and student supervisory duties and responsibilities. This time would be used in a manner which keeps with the Board's philosophy of having students exposed to teachers, and it would also place the teacher in a supervisory role. Upon 24 hours notice, this time could be used for purposes of curriculum work, faculty meetings and departmental meetings.

- (a) Student supervisory duties, such as lunch room, noon playground, parking lot and athletic events, shall be voluntary.

**Section 8:** High school, middle school and elementary teachers shall enforce hall regulations between classes.

**Section 9:** Every high school teacher agrees to equally participate in the detention period, which is to be jointly administered by the high school faculty and administration.

**Section 10:** Each teacher in the elementary school agrees to supervise the loading of buses after school at their own building. This duty shall be on a rotational basis.

**Section 11:** Each teacher, whenever on duty on school property, shall enforce all school rules and regulations within the scope of his ability.

**Section 12:** The 1972-73 school year calendar shall be referred to the Marshall Teachers' Association representative and the Assistant Superintendent in charge of curriculum to be jointly developed.

## **ARTICLE IX — COMPENSATION**

**Section 1:** The salaries of teachers covered by this Agreement are set forth in Appendix A attached hereto and incorporated in this Agreement. Such salary schedule shall remain in effect for the duration of this Agreement.

**Section 2:** The salary schedule is based upon a normal weekly teaching load during normal teaching hours. Compensation for additional teaching hours during the regular school day, teaching academic subjects, shall be determined by dividing the teacher's annual base salary by six (6) for a full school year's teaching. For teaching less than a school year, it shall be prorated by using the number of teacher attendance days (187).

- (a) If such additional teaching hours are for a study hall, a flat rate of two hundred (\$200) dollars per semester shall be paid.

**Section 3:** Teachers hired into the district for the school year 1972-73 and thereafter shall be allowed up to fourteen (14) semesters credit for outside experience on the salary schedule. Such credit to include teaching experience in other school systems, military service and peace corps service. Credit for military service and peace corps service shall not exceed two (2) years.

**Section 4:** When a teacher with a Bachelor's Degree earns a Master's Degree, he shall immediately be placed on the same step of the Master's Degree schedule and shall thereafter receive the annual increment applicable to Master's Degree teachers until such time as he receives the maximum of that schedule. The same shall apply when a teacher with a Master's Degree attains the Master's plus thirty (30) hours or second Master's Degree.

**Section 5:** Teachers under contract with the Board who attend on-campus summer school and receive a minimum of six (6) semester hours credit therefore shall be paid, in addition to their regular contract, the sum of two hundred (\$200) dollars. Such sum shall be paid the first pay period after the start of classes, providing the teacher is teaching in the Marshall Public Schools.

This payment shall be made regardless of any scholarship received by the teacher.

- (a) Teachers completing less than six (6) hours credit during a summer session shall be paid, in addition to their regular contract, a sum equal to twenty (\$20) dollars per semester hour of credit earned during each summer.
- (b) Correspondence courses will not qualify a teacher for remuneration under this paragraph.
- (c) Teachers new to the system shall not be paid for summer school or classes until they have started teaching and are on the payroll, which shall be the effective date after which they are eligible for reimbursement.

**Section 6:** Teachers shall be paid twenty (\$20.00) dollars per semester credit hour earned during the regular school year. No teacher shall take more than one (1) class at a given time.

- (a) Payment shall be made upon presentation of credits at the Superintendent's office.

**Section 7:** There shall be twenty-one (21) or twenty-six (26) pay periods (provided established prior to receipt of the first pay check) at the option of the teacher. Teachers shall receive their pay every other Friday.

**Section 8:** Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of ten (10) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for teachers when their personal automobiles are used as provided in this section.

**Section 9:** If a teacher shall teach more than the normal teaching load as set forth in Article VII, he shall receive additional compensation equal to one-sixth (1/6) of his base salary for each teaching period in excess of such norms.

**Section 10:** A teacher called for jury duty shall be compensated for the difference between teaching salary and the salary received for the performance of this obligation.

## **ARTICLE X — INSURANCE**

**Section 1:** The Board shall contribute the amount sufficient to provide full family coverage for hospitalization insurance (Super Med) made available by the Michigan Education Association for those teachers who qualify for such insurance and who certify to the satisfaction of the Board of Education that such insurance is in effect.

- (a) Upon proper authorization, the Board shall deduct additional insurance premiums, if any, as requested by the teacher.

## **ARTICLE XI — SICK LEAVE**

**Section 1:** Ten (10) days of sick leave per year with full pay shall be granted which may be used by teachers in case of necessary absence due to (1) personal illness of the teacher, (2) illnesses of a teacher's spouse or immediate family residing with the teacher, which necessitates his or her absence from school and (3) exposure to contagious disease in which the health of others would be endangered by his or her attendance on duty. Unused sick leave shall be allowed to accumulate for each teacher to a maximum of one hundred (100) days.

- (a) Dental appointments for members of a teacher's family and any similar medical appointments which do not involve an

actual illness shall not constitute a valid reason for use of a teacher's sick leave.

- (b) During a teacher's first year of employment by the Board, he shall accumulate one (1) day of paid sick leave for each month worked. In case of necessity such teacher may borrow not to exceed ten (10) days of leave yet to be earned during his first year of employment.
- (c) A written statement shall be furnished each teacher at the beginning of each school year setting forth his total of sick leave credits.

**Section 2:** Two (2) days of emergency sick leave per year, to be deducted from accumulated sick leave, shall be granted which may be used by teachers in case of necessary absence due to personal illness of a teacher's spouse or family not residing with the teacher. Such leave shall not be cumulative.

## **ARTICLE XII — FUNERAL LEAVE**

**Section 1:** A funeral leave shall be granted with pay for a period of not to exceed three (3) days to attend each funeral of a teacher's immediate family to include the present spouse, children, mother, father, brother, sister, mother-in-law or father-in-law. Any additional days required shall be deducted from the teacher's accumulated sick leave.

**Section 2:** At the discretion of the Superintendent, a funeral leave of up to three (3) days to attend the funeral of any relative not listed in the above Section shall be given with full compensation.

## **ARTICLE XIII — LEAVES OF ABSENCE**

**Section 1:** Any teacher whose personal illness extends beyond the period compensated under

Article X may be granted a leave of absence without pay for such time as is necessary for complete recovery. Upon return from leave, a teacher shall be assigned the same position, if available, or a substantially equivalent position if any position is available.

**Section 2:** Teachers who enter the military service by draft or enlistment shall be granted a leave of absence for that period and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and any other applicable laws then effective.

**Section 3:** In addition to sick leave, each teacher may be allowed one (1) day or two (2) half days of personal leave per school year. This leave shall be with full compensation but shall not be granted on any day which is immediately prior to or immediately following a holiday and/or recess period.

**Section 4:** In addition to sick leave, each teacher shall be allowed five (5) days discretionary leave per school year. This leave will be without pay and only upon the Superintendent's approval.

**Section 5:** A teacher may be granted a leave of absence for one (1) continuous school year without pay for the purpose of travel or study in pursuit of wider knowledge and greater skill in his or her teaching profession. Teachers given leaves of absence without pay shall receive one (1) year credit toward annual salary increment on the appropriate schedule.

## **ARTICLE XIV — GRIEVANCE**

**Section 1:** A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

**Section 2:** A teacher who believes he has a grievance shall first discuss the matter with his principal personally or accompanied by an Association representative or Association officer within five (5) school days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

**Section 3: FIRST STEP.** Any grievance that is not settled as set forth in Section 2 of this Article, or those grievances submitted by the Association, shall be submitted in writing to the principal of the school in which the grievance arises. All grievances shall state the facts upon which they are based, when they occurred and shall be signed by the teacher who is filing the grievance or an officer of the Association when the Association files a grievance and shall be submitted to the principal within three (3) school days after the informal meeting described in Section 2 above or the occurrence of the event upon which the grievance is based for those matters submitted by the Association. The principal shall give a written answer to the aggrieved teacher or the Association within two (2) school days after receipt of the written grievance. If the answer is mutually satisfactory the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the principal.

**Section 4: SECOND STEP.** If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the grievant and/or his Association representative or representatives shall notify the Superintendent in writing within three (3) school days after receipt of the principal's First Step answer of the desire to appeal. If such written request is made, the

Superintendent or someone by him designated shall meet with the grievant and/or the Association representative or representatives within five (5) school days to consider the grievance. The Superintendent shall give a written answer to the aggrieved teacher and/or his Association representative or representatives within five (5) school days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Superintendent.

**Section 5: THIRD STEP.** If the grievance has not been settled in the Second Step, and if it is to be appealed to the Third Step, the grievant and/or his Association representative or representatives shall notify the Superintendent in writing within five (5) school days after receipt of the Superintendent's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board or its designated representative, the Superintendent, the grievant and/or the Association representative or representatives within ten (10) school days after receipt by the Superintendent of the notice of desire to appeal. A written answer shall be given by Board's representative to the aggrieved teacher and the Association representative within fifteen (15) school days after the date of the Third Step meeting.

**Section 6:** If the grievance has not been settled in the Third Step, the grievant and/or his Association representative or representatives may submit the matter to mediation under the Act or may submit such grievance, except as provided below (teacher discharge), to arbitration, provided such submission is made within ten (10) school days after receipt of the Third Step answer.

- (a) All matters submitted to arbitration shall be submitted to the American Arbitra-

tion Association in accordance with its Voluntary Rules and Regulations within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement nor hear any matter which is provided for under Section 8 of this Article (teacher discharge). Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceedings under this provision shall be borne equally between the parties.

**Section 7:** Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Association. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to this Agreement.

**Section 8:** In the event any teacher under the jurisdiction of the Association shall be discharged from his employment from and after the date hereof, and he believes he has been unjustly discharged, such discharge shall constitute a case arising under the laws of the State of Michigan, to include the Tenure Act of 1937, as amended.

**Section 9:** The presentation and discussions of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Sections 3 and 4 of this Article), which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties.

**Section 10:** In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

## **ARTICLE XV — SUBSTITUTES**

**Section 1:** The Board agrees at all times to maintain an adequate list of substitute teachers. All substitutes should be listed and certified at the Superintendent's office. Secondary school substitutes are arranged for through the high school principal's office; grade school substitutes through the Superintendent's office. Teachers shall be informed of two (2) telephone numbers they may call before 7:30 a.m. and between 4:00 p.m. and 9:00 p.m.

## **ARTICLE XVI — CONFERENCE COMMITTEE**

**Section 1:** The Board recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communications with the Association. Accordingly, it is agreed that representatives of the Board and the Association will meet not less than once each month to discuss school policies of legitimate concern, either to the Association or to the Board, and the problems relating to the implementation of the collective bargaining agreement. These meetings shall be held after school hours and, at the first meeting, the Board and the Association representatives will establish rules of procedure for such meetings aimed at making them an efficient means of communications between the parties in such matters.

- (a) In no event are such meetings to be used for discussion of existing grievances,

matters properly within the jurisdiction of established committees or by either party to demand any modification of the provisions of this Agreement.

## **ARTICLE XVII — PROFESSIONAL STUDY COMMITTEE**

**Section 1:** The Board and the Association recognize that there are certain matters that need continuing study and improvement relating to the school instructional program. It is agreed that the parties shall cooperate in a continuing program whereby the teachers may recommend and suggest desirable changes and innovations in teaching methods and techniques, class composition, curriculum and other phases of the instructional program. The Association agrees, therefore, to establish a committee to provide effective consultation with and assistance to the Board necessary to make recommendations it determines to be feasible. Additional *ad hoc* committees and subcommittees may be established as deemed necessary.

- (a) During the school year 1972-73, the Association shall appoint four (4) teachers to serve on a Merit Pay Advisory Committee. The committee shall consist of four (4) teachers, two (2) Board of Education members and two (2) administrators. The purpose of this committee is to attempt to cooperatively study the system of merit pay.

**Section 2:** The parties agree that all committees shall serve in an advisory, consultive and fact-finding capacity only for the duration of this Agreement.

## ARTICLE XVIII — GENERAL

**Section 1:** The parties have adopted a professional growth program which is attached hereto as Appendix B as established and revised by the Professional Study Committee on March 7, 1967.

**Section 2:** There shall be no strikes or work stoppages for any reason whatsoever during the life of this Agreement.

**Section 3:** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or in compliance with or enforcement of any provision should be restrained by such tribunal or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**Section 4:** 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.

**Section 5:** Student teacher program assistance policy. Study by a committee of three (3) appointed by the Association and three (3) repre-

sentatives of the Board upon approval by the majority of the committee shall be submitted to the Board of Education and Association for ratification by the two (2) respective parties. Upon ratification by the parties, it shall be added to the contract as an addendum.

## ARTICLE XIX — DURATION

This Agreement shall become effective as of the 27th day of August, 1972, and the terms and provisions hereof shall remain in full force and effect through the 26th day of August, 1973, unless terminated by the provisions contained in Appendix A attached hereto, and from year to year thereafter unless either party hereto shall notify the other in writing prior to March 1, 1973, or prior to March 1 of any subsequent automatic renewal period, of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Marshall, Michigan on this 5th day of September, 1972.

### MARSHALL TEACHERS' ASSOCIATION

By: Helen F. Bastian, President  
Gene E. Riffell  
Sandra L. Kuhn  
Edward J. Peters  
Brian C. Olmstead  
John R. Malinowski

### MARSHALL BOARD OF EDUCATION

By: Robert A. Oren, Jr.  
Anne B. Schneider

## APPENDIX A SUPPLEMENTAL AGREEMENT

**Section 1:** The following salary schedule shall be in effect for the school year 1972-73:

Step	BA Degree	MA Degree	2nd MA Or 30 Hours
1	\$ 7,875	\$ 8,505	\$ 9,030
1½	8,073	8,737	9,262
2	8,270	8,968	9,493
2½	8,469	9,200	9,725
3	8,667	9,431	9,956
3½	8,866	9,663	10,188
4	9,063	9,894	10,419
4½	9,262	10,126	10,651
5	9,459	10,357	10,882
5½	9,657	10,589	11,114
6	9,855	10,820	11,345
6½	10,053	11,051	11,576
7	10,252	11,282	11,807
7½	10,450	11,514	12,039
8	10,648	11,745	12,270
8½	10,846	11,977	12,502
9	11,043	12,208	12,733
9½	11,242	12,440	12,965
10	11,439	12,671	13,196
10½	11,638	12,903	13,428
11	11,836	13,134	13,659
11½	12,035	13,366	13,891
12	12,232	13,597	14,122

**Section 2:** For the school year 1972-73, the following schedule of annual compensation (in addition to contract salary) shall apply:

### Football Coach

Head Varsity -----	\$1,200
Assistant Varsity -----	600
Jr. Varsity -- -----	600
Assistant Jr. Varsity -----	400
Freshman -----	450
Assistant Freshman -----	400

Basketball Coach	
Varsity .....	1,200
Jr. Varsity .....	600
Freshman .....	400
7th Grade .....	400
8th Grade .....	400
Baseball Coach	
Head .....	675
Assistant .....	400
Track Coach	
Varsity .....	675
Assistant .....	400
Golf Coach .....	400
Tennis Coach .....	400
Cross Country Coach .....	400
Wrestling Coach	
Head .....	675
Assistant .....	400
Debate and Forensics Coach .....	500
Jr. and Sr. Class Sponsors (each) .....	200
Jr. and Sr. Class Plays (each) .....	275
Cheerleader Sponsor .....	250
G.A.A. Sponsor .....	200
Assistant Band Director .....	400
Choir Director .....	275
Strings .....	275
Safety Patrol Advisor .....	200
Elementary and Middle School	
Vocal Music (each) .....	275
Director of Publication .....	500
Middle School Intramural (each) .....	520

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement in Marshall, Michigan, on the 5th day of September, 1972.

**MARSHALL TEACHERS' ASSOCIATION**

By: Helen F. Bastian, President  
Gene E. Riffell  
Sandra L. Kuhn  
Edward J. Peters  
Brian P. Olmstead  
John R. Malinowski

**MARSHALL BOARD OF EDUCATION**

By: Robert A. Oren, Jr.  
Anne B. Schneider

## APPENDIX B

### PROFESSIONAL GROWTH PROGRAM

**Section 1:** Teachers must primarily be judged by the work done in the classroom. This is the basic consideration. No program of professional growth can guarantee that better teaching will result. The purpose of a program of professional growth is to foster those activities that experience has shown usually result in a better instructional program. In this frame of reference the following proposal is presented.

**Section 2:** To remain on the salary schedule, the following professional growth requirements must be met:

- (a) Teachers with a Bachelor's Degree.
  - (1) Nine professional growth units must be earned in a five (5) year cycle.
    - (a) At least four (4) of these units must be approved semester hours of academic work.
    - (b) The other five (5) units may be earned in other professional growth activities.
- (b) Teachers with a Master's Degree.
  - (1) Five professional growth units must be earned in a five (5) year cycle.
    - (a) At least two (2) of these units must be approved semester hours of academic work.
    - (b) The other three (3) units may be earned in other professional growth activities.

**Section 3:** A teacher is exempt from the professional growth requirement when the following conditions are met:

- (a) Reached fifty-five (55) years of age.
- (b) Has taught at least fifteen (15) years.
- (c) Has completed the requirement of the current professional growth cycle.

**Section 4:** While the normal professional growth cycle is five (5) years, a teacher may elect to end the cycle and begin a new one at any time, provided the necessary units of credit have been earned to complete the current cycle.

**Section 5:** Professional growth credit may be earned by participating in the following:

- (a) Approved academic work.
- (b) Approved travel.
- (c) Participating in professional organizations.
- (d) In-Service education.

**Section 6:** Guidelines for determining professional growth credit:

- (a) Approved academic work can meet the entire requirement if the teacher elects to do so. Each semester hour of approved academic work will equal one (1) unit of professional growth credit.
- (b) Travel.
  - (1) Professional growth credit for travel, when sponsored by a college or university, shall be identical to the credit given by the institution.
  - (2) If the travel is individually planned, prior approval must be obtained by submitting a statement relating the travel to the professional growth of the teacher.
  - (3) Guidelines for travel credit:
    - (a) Under normal circumstances one (1) unit of professional growth credit will be counted for each week of travel.

- (b) Time spent enroute to foreign nations may not be counted for professional growth credit.
  - (c) Credit may be earned either under Section 1 or Section 2, but double credit cannot be earned for the same activity.
  - (d) The principal, or other evaluator, shall give approval for the travel. Approval shall be determined by the educational value of the travel, and its application to the teacher's professional growth needs.
- (c) Participation in professional organizations.

(1) Marshall Teachers' Association.

(a) Officers:

President	3 units
President-Elect	credit from assignment given
Treasurer	1 unit
Secretary	1 unit
Board Member	½ unit

- (b) Standing committees. The chairman of the following committees shall receive one (1) unit of credit, and a member shall receive one-half (½) unit.

Insurance	Salary
Ethics	TEPS
Legislation	Membership
Professional Growth	

- (c) Special committees, or other assignments, shall be evaluated for credit by the Professional Growth Committee.

- (2) Region:
- |                         |        |
|-------------------------|--------|
| An Officer              | 1 unit |
| Committee Chairman      | 1 unit |
| Delegate                |        |
| Representative Council  | 1 unit |
| Alternate Delegate      |        |
| to the Council          | ½ unit |
| Delegate to             |        |
| Representative Assembly | 1 unit |
|                         | a year |
| Chairman of a group at  |        |
| a Regional Conference   | 1 unit |

(3) State:

- (a) Member of a state  
 Educational Commission 1 unit  
 Member of the Board of  
 Directors of a State  
 educational organization 1 unit
- (b) Serve in a curriculum organi-  
 zation at the state level.  
 Officer 2 units  
 Committee Chairman 2 units  
 Committee Member 1 unit

(4) National:

- (a) Work to be evaluated by the  
 Professional Growth Committee.

- (5) Participation in professional organi-  
 zations at all levels, local, regional  
 state and national, which is not  
 specifically included in the above,  
 may be evaluated for credit by the  
 Professional Growth Committee and  
 the evaluator. Where an exceptional  
 amount of work is required to per-  
 form a special assignment, additional  
 credit may be given.

(d) In-Service:

- (1) The following shall be included in  
 "In-Service" activities:

- (a) Participation in instructional improvement.
- (b) Participation in curriculum experimentation or research.
- (c) Participation in workshops.
- (d) Professional writing.
- (e) Supervising student teachers.

(2) Equivalentents:

- (a) For Items (a), (b) and (c) above, four (4) hours of work in the activity shall be equivalent to  $\frac{1}{4}$  unit of Professional Growth.
- (b) For Item (d) above, the value of individual work must be determined on an individual basis by consultation between the teacher and evaluator.
- (c) For Item (e) above:
  - (1) One (1) unit of credit will be given for each college student teacher. The maximum is two (2) units for each Professional Growth Period.
  - (2) One-half ( $\frac{1}{2}$ ) unit per semester for cadet teachers. The maximum is two (2) units for each Professional Growth Period.